Davidson County DEEDWARR
Recvd: 06/29/01 15:06 9pgs
Fees:39.00 Taxes:3552.00
20010629-0069142

This Instrument prepared by:
Stokes Bartholomew Evans & Petree, P.A. (CBR)
424 Church Street, Suite 2800
Nashville, Tennessee 37219

ADDRESS NEW OWNER:
West End Community Church
Of Nashville, Inc.
2109 Elliston Place
Nashville, Tennessee 37203
Attn: Mr. David Huffman

SEND TAX BILL TO:
Same

MAP-PARCEL
Map 103-6
Parcels 21 and 22
and
Map 103-1
Part of Parcel 127

SPECIAL WARRANTY DEED AND ASSIGNMENT OF EXCLUSIVE USE EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **VR HOLDINGS, INC.**, a Colorado corporation, formerly known as Vail Resorts Holdings, Inc. ("Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto **WEST END COMMUNITY CHURCH OF NASHVILLE, INC.**, a Tennessee corporation ("Grantee"), its successors and assigns, those certain tracts or parcels of land in Davidson County, State of Tennessee, which are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

A portion of the property being conveyed is improved property having a street address of 235 White Bridge Road, Nashville, Tennessee. A portion of the property being conveyed is unimproved property having a street address of 233 White Bridge Road, Nashville, Tennessee. A portion of the property being conveyed is unimproved property generally located to the East of the terminus of Watts Lane in Nashville, Tennessee.

Further, Grantor hereby assigns, transfers and conveys to Grantee, its successors and assigns, that certain Exclusive Use Easement (the "Exclusive Use Easement"), as such term is defined in that certain Special Warranty Deed Containing Restrictions and Easements of record in Book 7860, page 416, in the Register's Office for Davidson County, Tennessee (the "Prior Deed"), which Exclusive Use Easement encumbers certain land more particularly described on Exhibit F to the Prior Deed and on Exhibit B attached hereto and incorporated herein by

reference. Pursuant to the Prior Deed, the Exclusive Use Easement benefits the Development Property (the "Development Property"), as such term is defined in the Prior Deed, a portion of which is hereby conveyed to Grantee. In assigning, transferring and conveying the Exclusive Use Easement to Grantee, its successors and assigns, Grantor hereby terminates and releases the benefit of the Exclusive Use Easement to all of the Development Property owned by Grantor except for the portion thereof hereby conveyed. Grantee hereby accepts the foregoing assignment, transfer and conveyance of the Exclusive Use Easement and hereby assumes all of the duties and obligations of Grantor relating to the Exclusive Use Easement under the Prior Deed that are to be complied with or performed, as applicable, after the effective date of this Special Warranty Deed and Assignment of Exclusive Use Easement.

This conveyance of the property and the Exclusive Use Easement herein, and all covenants and warranties of Grantor contained herein, are made expressly subject to those matters set forth on Exhibit C attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tracts or parcels of land described on Exhibit A, with the appurtenances, including the Exclusive Use Easement, estate, title and interest thereto belonging to the said Grantee, and Grantee's successors and assigns forever.

Grantor covenants and binds itself, and its successors and assigns, to warrant specially and forever defend the title to the property described on Exhibit A, and the Exclusive Use Easement, to the said Grantee, Grantee's successors and assigns, against the lawful claims of all parties claiming by, through or under Grantor, but not further or otherwise. Grantor hereby agrees to indemnify and hold harmless Grantee, its successors and assigns, from any claims, losses or damages incurred by Grantee, its successors and assigns, arising from, or relating to, any act or omission of Grantor in relation to its duties and obligations with respect to the Exclusive Use Easement under the Prior Deed, on or before the effective date of this Special Warranty Deed and Assignment of Exclusive Use Easement.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Special Warranty Deed and Assignment of Exclusive Use Easement to be executed on the dates set forth in their respective acknowledgements, below, with the effective date hereof being the 29th day of June, 2001, which is the date upon which this Special Warranty Deed and Assignment of Exclusive Use Easement is last executed.

GRANTOR:

VR HOLDINGS, INC.

By: _____
Alex Iskenderian, Authorized Agent

GRANTEE:

WEST END COMMUNITY CHURCH
OF NASHVILLE, INC.

By: _____

Title: Authorized Representative

STATE OF COLORADO)
COUNTY OF EAGLE)

Before me, a Notary Public of the State and County aforesaid, personally appeared Alex Iskenderian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Authorized Agent for **VR HOLDINGS, INC.**, a Colorado corporation, the within named bargainor, and that he as such Authorized Agent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Authorized Agent.

WITNESS my hand and official seal this 28th day of June, 2001.

Stephanie Broschinsky
Notary Public
My Commission Expires: 04-15-05

STEPHANIE BROSCHINSKY NOTARY PUBLIC STATE OF COLORADO

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public of the State and County aforesaid, personally appeared B. Scott Troxell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Rep. of **WEST END COMMUNITY CHURCH OF NASHVILLE, INC.**, a Tennessee corporation, the within named bargainor, and that he as such Authorized Rep. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Authorized Representative.

WITNESS my hand and official seal this 29th day of June, 2001.

Notary Public
My Commission Expires: 31 January 2004

STATE OF COLORADO)
COUNTY OF EAGLE)

The actual consideration for this transfer is $960,000.00.

AFFIANT

Subscribed and sworn to before me this 28TH day of June 2001.

Stephanie Broschinsky
Notary Public
My Commission Expires: 04-15-05

STEPHANIE BROSCHINSKY NOTARY PUBLIC STATE OF COLORADO

167960 / 4305-1

EXHIBIT A

Legal Description

Two tracts of land located in the 24th Councilmanic District of Davidson County, Tennessee near Charlotte Pike and White Bridge Road, being more particularly described as follows:

Tract One

Beginning at an iron rod in the southerly right-of-way of Demoss Road approximately 673 feet west of the center of Osceola Avenue, said iron rod being a northwesterly corner of Meredith Corporation property of record in Deed Book 9565, Page 412, Register's Office Davidson County (R.O.D.C.);

Thence with the boundary of said Meredith Corporation property as follows:

South 03° 13' 26" East, 317.95 feet to an iron rod;
South 88° 05' 51" West, 231.82 feet to an iron rod;
South 54° 36' 52" West, 210.88 feet to an iron rod;
South 01° 54' 23" East, 129.86 feet to a 30" Oak tree;
South 70° 04' 41" West, 555.81 feet to an iron rod;
South 80° 35' 55" West, 169.56 feet to an iron rod;
North 03° 51' 12" West, 160.28 feet to an iron rod;
North 46° 36' 29" West, 66.09 feet to an iron rod;
North 87° 49' 17" West, 81.94 feet to an iron rod;
South 77° 11' 27" West, 73.58 feet to an iron rod;

Thence North 05° 15' 48" West, 50.96 feet to an iron rod;

Thence North 51° 55' 14" West, 471.70 feet to an iron rod;

Thence North 83° 42' 18" West, 130.00 feet to an iron rod in the easterly boundary of Cynthia F. Anderson property of record in Deed Book 8800, Page 272, R.O.D.C.;

Thence North 06° 17' 42" East, 280.00 feet to an iron rod in the northerly right-of-way of Watts Lane at its easterly terminus;

Thence South 87° 27' 34" East, 125.05 feet to a metal fence post in the easterly right-of-way of Marcia Avenue at its southerly terminus;

Thence with said right-of-way North 36° 04' 12" West, 195.37 feet to the southerly right-of-way of Hill Circle;

Thence with said right-of-way of Hill Circle as follows:

North 73° 24' 00" East, 59.91 feet to an iron rod;
Northeasterly with a curve to the left 239.45 feet to an iron rod, said curve having a radius of 1,620.00 feet, a central angle of 08° 28' 08" and a chord of 239.23 feet at North 69° 09' 56" East;
Northeasterly with a curve to the left 350.07 feet to an iron rod, said curve having a radius of 545.00 feet, a central angle or 36° 48' 11" and a chord of 344.08 feet at North 46° 31' 46 ½" East;
North 28° 07' 41" East, 51.04 feet to an iron rod;
Northeasterly with a curve to the right 98.27 feet to an iron rod, said curve having a radius of 465.00 feet, a central angle of 12° 06' 32" and a chord of 98.09 feet at North 55° 49' 03" East;
North 40° 14' 13" East, 60.29 feet to an iron rod at a northwesterly corner of Thelma Rebecca Woods Spann property of record in Deed Book 5056, Page 698, R.O.D.C.;

Thence with the boundary of said Spann property South 55° 28' 35" East, 182.27 feet to an iron rod in the westerly boundary of Nashville RH, LLC property of record in Instrument No. 20000104-0000942, R.O.D.C.;

Thence South 07° 41' 24" East, 588.42 feet to an iron rod at a southwesterly corner of Thomas W. Hibbett property of record in Deed Book 9131, Page 618, R.O.D.C.;

Thence South 89° 35' 16" East, 526.16 feet to an iron rod;

Thence South 89° 04' 46" East, 344.45 feet to the beginning.

Containing 29.327 acres, more or less, described according to a survey dated June 28, 2001, prepared by Gresham Smith and Partners, John M. Duffer, Surveyor (Tennessee Registration No. 1431), and being part of property conveyed to Vail Resorts Holdings, Inc, by deed from Gillett Broadcasting of Maryland, Inc. of record in Instrument No. 20001002-0097235, R.O.D.C.

Tract Two

Beginning at an iron rod in the westerly right-of-way of White Bridge Road at a northeasterly corner of Billy Shutt, et ux, et al property of record in Deed Book 6248, Page 469, R.O.D.C.;

Thence with said Shutt property as follows:

South 89° 09' 07" West, 698.12 feet to an iron rod;
South 00° 30' 11" East, 114.78 feet to an iron rod in the northerly boundary of the Resubdivision of Reserved Parcel "A", Brookside Courts Addition No. 2 of record in Plat Book 5210, Page 190, R.O.D.C.;

Thence with said subdivision North 89° 41' 16" West, 386.00 feet to a concrete monument;

Thence North 43° 15' 52" West, 78.50 feet to an iron rod in the boundary of Meredith Corporation property of record in Deed Book 9565, Page 412, R.O.D.C.;

Thence with said boundary as follows:

North 46° 44' 08" East, 91.83 feet to an iron rod;
North 03° 12' 17" West, 663.60 feet to an iron rod in the southerly right-of-way of Demoss Road;

Thence with said right-of-way South 89° 04' 46" East, 402.95 feet to a metal fence post at a northwesterly corner of Katie Cook property of record in Instrument No. 20001017-0102740, R.O.D.C.;

Thence with said Cook property South 00° 30' 11" East, 172.77 feet to a metal fence post;

Thence North 77° 18' 56" East 231.55 feet to an iron rod in the southerly boundary of Michael Maki property of record in Instrument No. 20000321-0028697, R.O.D.C. at a northwesterly corner of Herbert W. Talley, et ux property of record in Deed Book 2645, Page 520, R.O.D.C.;

Thence with the boundary of said Herbert W. Talley property and Ernest B. Talley, et ux property of record in Deed Book 3707, Page 308, R.O.D.C. as follows:

South 04° 42' 06" East, 247.65 feet to an iron rod;
South 83° 02' 06" East, 282.85 feet to an iron rod;
North 83° 59' 54" East, 142.58 feet to an iron rod in the westerly right-of-way of White Bridge Road;

Thence with said right-of-way South 07° 14' 06" East, 267.15 feet to the beginning.

Containing 12.531 acres, more or less, described according to a survey dated June 28, 2001, prepared by Gresham Smith and Partners, John M. Duffer, Surveyor (Tennessee Registration No. 1431), and being property conveyed to Vail Resorts Holdings, Inc. by deed from Samuel W. Bartholomew, Jr., trustee of record in Instrument No. 20001002-0097234, R.O.D.C. and part of property conveyed to Vail Resorts Holdings, Inc. by deed from Gillett Broadcasting of Maryland, Inc. of record in Instrument No. 20001002-0097235, R.O.D.C.

EXHIBIT B

Exclusive Use Easement Area

A tract of land located in the 24th Councilmanic District of Davidson County, Tennessee near Charlotte Pike and White Bridge Road, being more particularly described as follows:

Beginning at an iron rod in the southerly right-of-way of Demoss Road westerly 673 feet, more or less, from the center of Osceola Avenue;

Thence with said right-of-way South 89° 04' 46" East, 200.47 feet to an iron rod;

Thence South 03° 12' 17" East, 308.07 feet to an iron rod;

Thence South 88° 05' 51" West, 199.90 feet to an iron rod;

Thence North 03° 13' 26" West, 317.95 feet to the beginning.

Containing 1.436 acres, more or less, described according to a survey dated June 28, 2001, prepared by Gresham Smith and Partners, John M. Duffer, Surveyor (Tennessee Registration No. 1431), and being part of property conveyed to Meredith Corporation by deed from Cook Inlet Television Partners, L.P. of record in Book 9565, Page 412, R.O.D.C.

EXHIBIT C

Permitted Encumbrances

1. Anchors and Guy Wires Easement of record in Book 7860, page 442, Register's Office of Davidson County, Tennessee, as amended by Deed of Correction of record in Book 9565, page 407, said Register's Office. (as to Tract One)

2. Utilities and Drainage Facilities Easement of record in Book 7860, page 451, said Register's Office. (as to Tract One)

3. Certain easements conveyed to Cook Inlet Television Partners, L.P., by deed recorded in Book 7860, page 416, said Register's Office, as shown on the survey by Gresham Smith and Partners dated June 28, 2001, Project 20535.39. (as to Tract One)

4. The terms, conditions, provisions and restrictions contained in the deed from Gillett Broadcasting of Tennessee, Inc., to Cook Inlet Television Partners, L.P., of record in Book 7860, page 416, said Register's Office. (as to Tracts One, Two and the Exclusive Use Easement Area)

5. All matters shown on the survey by Gresham Smith and Partners dated June 28, 2001, Project 20535.39.

6. Grant of Easement of record in Book 1638, page 632, said Register's Office. (as to Tract One)

7. Access and underground utility rights of the owner of the Broadcast Tract, as defined and set forth in the deed of record in Book 7860, page 416, said Register's Office. (as to the Exclusive Use Easement Area)