05238102

OLD REPUBLIC

National Title Insurance Company
201 Fourth Avenue North, Suite 150
Nashville, Tennessee 37219-2011

Davidson County DEEDWARR
Recvd: 03/24/05 08:31 5 pgs
Fees:28.00 Taxes:370.00

20050324-0031900

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $100,000.00.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 18th DAY OF March, 2005.

NOTARY PUBLIC

My Commission expires: 7-29-06

JO ANN SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires JULY 29, 2006

THIS INSTRUMENT PREPARED BY:
Devereaux D. Cannon, Jr., Attorney, 201 Fourth Avenue, North, Nashville, TN 37219
NAME ADDRESS

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
H. CRAIG ALLEN	Same	142-0-280 (P/O)
(NAME)	(NAME)	
P. O. BOX 10286		
(ADDRESS)	(ADDRESS)	
Knoxville, TN 37939 -0286		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Warranty Deed

For and in Consideration of the sum of $ 100,000.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

CECIL D. BRANSTETTER, TRUSTEE AND LINDA B. MAUK N/K/A LINDA B. ROACH, EACH AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST

hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto

H. CRAIG ALLEN AND DORIS C. ALLEN, AS TENANTS IN COMMON WITH A ONE-HALF UNDIVIDED INTEREST

hereinafter called the GRANTEES their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

Cecil D. Branstetter and Linda B. Roach, in consideration of the purchase price being paid for the property conveyed herein, hereby acknowledge termination of that certain Agreement made and entered into on the ___ day of January, 2000 which is attached hereto as Exhibit B. The obligation of Allen to Branstetter and Roach and of Branstetter and Roach to Allen pursuant to the terms of said Agreement are terminated and all parties are released from any obligations pursuant thereto.

This is unimproved (X) improved ( ) property, known as

(House Number) (Street) (City) (State) (Zip)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness our hands this 18th day of March, 2005.

Linda B. Roach
LINDA B. ROACH

Cecil D Branstetter, Sr. Trustee
CECIL D. BRANSTETTER, TRUSTEE

By: Cecil D Branstetter, Sr.
Cecil D. Branstetter, Sr.
Attorney in Fact

INDIVIDUAL ACKNOWLEDGMENTS:

STATE OF TENNESSEE }
County of DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Cecil D. Branstetter, Sr. to me known to be the person who executed the foregoing instrument on behalf of Linda B. Roach, and acknowledged that he executed the same as the free act and deed of the said Linda B. Roach.

Witness my hand and official seal at office this 18th day of March, 2005.

My Commission expires:
9-29-06

Jo Ann Smith
Notary Public

STATE OF TENNESSEE }
County of DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named CECIL D. BRANSTETTER, TRUSTEE, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that executed the within instrument for the purposes therein contained.

JO ANN SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires JULY 29, 2006

Witness my hand and official seal at office this 18th day of March, 2005.

My Commission expires:

Notary Public

STATE OF TENNESSEE }
County of }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this _____ day of _____, _____.

My Commission expires:

Notary Public

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT:

STATE OF TENNESSEE }
County of }

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a corporation (or partnership), and that ____, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by _____self as such officer (or partner).

Witness my hand and official seal at office this _____ day of _____, _____.

My Commission expires:

Notary Public

EXHIBIT "A"

All that tract or parcel of land lying in the 35th Councilmanic District, 1st Civil District of Metropolitan Nashville, Davidson County, Tennessee, being a portion of the property shown on Tax Map 142, as Parcel 280 said tract also being a portion of Lot 2 as shown on the Resubdivision of Reserved Parcel, Bellevue Valley Plaza, recorded in Plat Book 7900, page 439, in the Register's Office for Davidson County, Tennessee, (R.O.D.C.T.) and being more particularly described as follows:

Commencing at a point on the eastern right-of-way of Old Hickory Boulevard at the southwestern corner of Bellevue Properties shown on Tax Map 142 as Parcel 268 and recorded in Deed Book 10542, page 840, R.O.D.C.T. and shown on a recorded plat of Bellevue Valley Plaza, recorded in Plat Book 6250, page 271, R.O.D.C.T., said point is also the northwestern corner of Lot 1, Resubdivision of Reserved Parcel, Bellevue Valley Plaza.;

Thence, South 85 deg. 55 min. 40 sec. East for a distance of 201.40 feet along the southern line of Bellevue Valley Plaza to a point;

Thence, North 86 deg. 04 min. 20 sec. East for a distance of 137.00 feet to a point;

Thence, North 65 deg. 06 min. 20 sec. East for a distance of 214.02 feet to a point;

Thence, North 71 deg. 41 min. 20 sec. East for a distance of 113.42 feet to a point;

Thence, North 65 deg. 06 min. 20 sec. East for a distance of 29.25 feet to the point of beginning;

1. Thence, North 65 deg. 06 min. 20 sec. East for a distance of 351.78 feet to a point on the western line of W. W. Hicks property recorded in Deed Book 2247, page 337, R.O.D.C.T.;

2. Thence, South 22 deg. 31 min. 32 sec. East for a distance of 180.44 feet along the western line of W. W. Hicks to a point;

3. Thence, South 65 deg. 06 min. 13 sec. West for a distance of 344.49 feet to a point on the eastern line of Lot 1, Resubdivision of Reserved Parcel, Bellevue Valley Plaza;

4. Thence, North 24 deg. 50 min. 27 sec. West for a distance of 180.30 feet to the point of beginning.

Said parcel contains 1.44 acres more or less.

Being part of the same property conveyed to Cecil D. Branstetter, Trustee, by deed of record in Book 9019, page 747, and being part of the same property conveyed to Linda B. Mauk, an undivided ½ interest by deed of record in Book 9596, page 798, Register's Office for Davidson County, Tennessee, Linda B. Mauk is now known as Linda B. Roach.

THE PROPERTY HEREIN DESCRIBED IS NOT THE USUAL PLACE OF RESIDENCE OF THE GRANTORS, THEIR SPOUSE OR DEPENDENTS.

This conveyance is made subject to the following:

1. Davidson County taxes for 2005, a lien, but not yet due and payable.

2. Matters shown on the Plan of record in Book 7900, page 439, said Register's Office.

3. Storm Water Detention Agreement of record in Book 6445, page 124, said Register's Office.

4. Declaration of Easements and Restrictions of record in Book 6457, page 802, as amended in Book 6577, page 224, and Book 6845, page 138, said Register's Office.

5. Easement Deed from Mike Clark Development Company, a general partnership, to Bellevue Valley Plaza, L.P., a Tennessee limited partnership, of record in Book 8061, page 811, said Register's Office.

AGREEMENT

In consideration of the premises and resolve a dispute involving utility roads and access, the Agreement is made and entered into on the _____ day of January, 2000 by and between Cecil D. Branstetter and Linda B. Roach, original owners in fee simple of the plan of re-subdivisions of the reserve parcel, Bellevue Valley Plaza of record in Book 7900, Page 439 RODC and known as Tax Map 142, Parcels 279 and 280; and

WHEREAS, the property known as Tax Map 142, Parcel 279 was sold to James F. Scherer and apparently later sold to J. P. Dawson, LLC; and

WHEREAS, said Deed provided that:

> "Grantor, being the owner of adjoining Parcel (Tax Map 142, Parcel 280) reserves the right of a joint access easement over the entrance and drives of Map 142, Parcel 279, for the construction of utilities and ingress and egress to Parcel 280. Utility service installed by Grantee in developing Parcel 279 shall be of sufficient size and capacity for extension to and service for the development of Parcel 280 under existing zoning as of March 12, 1998", and

WHEREAS, the present owner of Parcel 279 seeks to rezone said property from SCC District to CS District and to commercial and amended commercial planned unit development district to permit a self-service storage facility to replace the office building.

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. In the event said property is rezoned as requested by Council Bills No. BL 99-104-105, the present owner guarantees and specifically represents that utility services including electric, water, sewer, or any other standard utility service such as natural gas, will be extended to and made accessible to the owners of Map 142, Parcel 279 as hereinafter set forth. In the event that H. Craig Allen purchases the property, he also agrees to be responsible for the access road and utilities. A copy of the Counsel Bills are attached hereto as Exhibit A and made a part of this Agreement with a general designation as to the location of the access road and utilities to be located on the property. If the property is rezoned, a joint ingress and egress easement will be recorded as generally shown on Exhibit A and as more specifically shown on Exhibit B hereto with a joint driveway area being 50 feet wide and the area indicated by the crossbars being 40 feet wide. The construction of the access road and utilities in the area designated by the crossbars will occur when the property designated as Map 142, Parcel 280 has development plans approved by all necessary governmental authorities. The construction and pavement of the access road in

EXHIBIT
B

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the crossbar section will be in accordance with the present Metro requirements as shown on Exhibit C hereto. The Metro requirements as to the driveway area will be as shown on Exhibit D hereto.

There are no further obligations, duties or agreements to Branstetter and Roach except as specifically set forth in this paragraph and paragraphs 2 and 4 of this Agreement.

2. The construction of the storage facility when zoning permits shall be comparable in appearance, landscaping, etc., as contained in the picture which is attached hereto as Exhibit E and made a part hereof. In the event the foregoing is not complied with, owners of Parcel 280 are hereby authorized to seek specific performance of the standard set out herein, including any damages that may be legally provable and pay all costs in connection therewith. Further, Allen specifically agrees to comply with the stipulations number 1 and 2 as contained in the letter from Bellevue Chamber of Commerce dated November 23, 1999, a copy of which is attached hereto as Exhibit F.

3. Branstetter and Roach will grant a Right of First Refusal to Allen at the closing if he purchases the property designated as Map 142, Parcel 279 granting him a Right of First Refusal on the sale of all or a portion of the property designated as Map 142, Parcel 280 for a period of twenty-four (24) months. The Right of First Refusal will provide for Allen to make a decision within seventy-two (72) hours after receipt of a written copy of the offer received by Branstetter and/or Roach.

4. Branstetter will either appear in person or provide Allen with a letter on Branstetter's letterhead for presentation at the public meeting on January 18, 2000 and any other meetings or hearings hereafter involving the property indicating he has no opposition whatsoever to the applications for rezoning and development of the property.

5. Nothing herein shall be construed to be contrary to the wording of the deed quoted above in the "Whereas" paragraphs.

CECIL D. BRANSTETTER, individually and as authorized agent for Linda B. Roach

H. CRAIG ALLEN

J. P. DAUSON, ~~INC~~ PARTNERSHIP

By: James F. Scherer
JAMES F. SCHERER

Patricia A. Scherer
PATRICIA A. SCHERER

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