BILL GARRETT, Davidson County
Trans:T20140025517 DEEDWARRSP
Recvd: 04/15/14 14:49 10 pgs
Fees:53.00 Taxes:9250.00
20140415-0031524

SPECIAL WARRANTY DEED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $2,500,000.00.

Subscribed and sworn to before me, this the 15th day of April, 2014.

Notary Public

My Commission Expires: 3/7/17

L.M. CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 7, 2017

THIS INSTRUMENT PREPARED BY:
J. David Wicker, Law Office of J. David Wicker, PLLC
1720 West End Avenue, Suite 400, Nashville, TN 37203

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Operation Stand Down Nashville, Inc. 1125 12th Avenue South Nashville, TN 37203	105-01-0-316.00	New Owner

STATE OF TENNESSEE)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DAVIDSON)

This Indenture, made as of the date set forth below, between **J.D. Eatherly Properties, a 27.5% interest; Steve Eatherly a 30.0% interest; Steve Kirby, a 10.0% interest; Donnie Eatherly, a 10.0% interest; Sue Ann Jennings, a 10.0% interest; Sandra Cantrell, a 10.0% interest; and Serena Wilkenson, a 2.5% interest, as tenants-in-common** (collectively referred to hereinafter as "Grantor"), and **Operation Stand Down Nashville, Inc., a Tennessee non-profit corporation** (referred to hereinafter as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto and Grantee's successors and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as improved property located at 1119, 1121, and 1123 12th Avenue South, Nashville, Tennessee 37203; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property"**.

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting ad affect the Subject Property (the "**Permitted Exceptions**"), and (c) taxes for the year 2014.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2014, which are assumed by the Grantee), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Conveyance of the Property is subject to the following restrictions which shall be binding upon the Grantee and the Grantee's successors and assigns:

(1) Use of Property. It is hereby agreed and understood between the parties hereto that an adult entertainment store of any kind or character, a liquor store, or an automobile storage or repair store shall not be permitted to operate on the Property herein conveyed, and this agreement is a part of the consideration for this sale. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years commencing on the date of execution set forth below. It is hereby understood that this restriction is for the benefit of the Metropolitan Development and Housing Agency, 701 South 6th Street, Nashville, Tennessee 37206 and may NOT be waived without its consent.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this _____ day of April, 2014.

(Grantor)

_____
J.D. Eatherly d/b/a J.D. Eatherly Properties

_____
Steve Eatherly

_____
Donnie Eatherly

_____
Sue Ann Jennings

_____
Sandra Cantrell

_____
Serena Wilkerson

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

OPERATION STAND DOWN
NASHVILLE, INC.,
a Tennessee non-profit corporation

(Grantee)

By: William J. Burleigh

Name: William J. Burleigh

Title: Executive Director

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 15th day of April, 2014.

(Grantor)

J.D. Eatherly d/b/a J.D. Eatherly Properties

Steve Eatherly

Donnie Eatherly

Sue Ann Jennings

Sandra Cantrell

Serena Wilkerson

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

OPERATION STAND DOWN
NASHVILLE, INC.,
a Tennessee non-profit corporation

(Grantee)

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 15th day of April, 2014.

(Grantor)

J.D. Eatherly d/b/a J.D. Eatherly Properties

Steve Eatherly

Donnie Eatherly

Sue Ann Jennings

Sandra Cantrell

Serena Wilkerson

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

OPERATION STAND DOWN
NASHVILLE, INC.,
a Tennessee non-profit corporation

(Grantee)

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 12th day of April, 2014.

(Grantor)

Steve Kirby

STATE OF FLORIDA)
)
COUNTY OF WALTON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Steve Kirby,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Santa Rosa Bch, Florida, this 12th day of April, 2014.

Notary Public

My commission expires: 6-21-2016

R. L. PIKE
MY COMMISSION # EE 203462
EXPIRES: June 21, 2016
Bonded Thru Notary Public Underwriters

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared William J. Burleigh, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Executive Director of **Operation Stand Down Nashville, Inc., a Tennessee non-profit corporation**, and that as such Executive Director being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of **Operation Stand Down Nashville, Inc., a Tennessee non-profit corporation** by him/herself as such authorized Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of April, 2014.

C.M. Corriveau
Notary Public

My commission expires: 3/7/17

C.M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **J.D. Eatherly d/b/a J.D. Eatherly Properties, Steve Eatherly, Donnie Eatherly, Sue Ann Jennings, Sandra Cantrell and Serena Wilkerson,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of April, 2014.

L.M. Lmm
Notary Public

My commission expires:



EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land in the 17th District, Davidson County, Tennessee. Tract being Lot 1 of the Second Revision, Section 31 of Edgehill Estates, as recorded in Plat Book 5210, page 312, Register's Office for Davidson County, Tennessee, (RODC). Tract being bounded on the north by Alley No. 428 and by lot 6 of the Plan of Samuel R. Ament Home Place as recorded in Plat Book 57, page 34, RODC, on the east by the western Right of Way (ROW) of 12th Avenue South, on the south by the northern ROW of Edgehill Avenue and on the west by the eastern ROW of 13th Avenue South. Tract being described as follows:

POINT OF BEGINNING being a ½ iron rod old at the southwestern intersection of ROW of 12th Avenue South and Alley No. 428; thence South 14°56'48" West 275.69 feet to an iron rod new; thence on a curve to the right having a central angle of an angle of 82°30'21", a radius of 25.00 feet, a length of 36.00 feet and having a chord bearing and distance of South 56°11'58" West 32.97 feet to an iron rod new on said northern ROW; thence along said northern ROW North 82°34'04" West 247.26 feet to an iron rod new; thence on a curve to the right having a central angle of an angle of 90°12'23", a radius of 25.00 feet, a length of 39.36 feet and having a chord bearing and distance of North 37°27'38" West 35.42 feet to an iron rod new on said eastern ROW; thence along said eastern ROW North 07°38'34" East 259.91 feet to an iron rod new at the southwestern corner of said Lot 6; thence along the southern line of said Lot 6 South 81°22'26" East 175.93 feet to a PK nail old; thence along said Alley No. 428 North 16°56'34" East 23.50 feet to an iron rod new; thence South 81°46'12" East 14.94 feet to a PK nail old; thence North 77°40'48" East 42.72 feet to an iron rod new; thence South 81°46'12" East 77.69 feet to a PK nail old; thence on a curve to the right having a central angle of an angle of 96°42'12", a radius of 20.00 feet, a length of 33.76 feet and having a chord bearing and distance of South 33°25'35" East 29.89 feet to the point of beginning. Tract contains 93,039 square feet or 2.14 acres, according to the Boundary Survey by Robert M. Searson of Littlejohn Engineering Associates, R.L.S. No. 1666, 1935 21st Avenue South, Nashville, Tennessee 37212, dated April 3, 2014, Job No. 20140388.

Being the same property conveyed J.D. Eatherly Properties, a 27.5% interest; Steve Eatherly a 30.0% interest; Steve Kirby, a 10.0% interest; Donnie Eatherly, a 10.0% interest; Sue Ann Jennings, a 10.0% interest; Sandra Cantrell, a 10.0% interest; and Serena Wilkenson, a 2.5% interest, as tenants-in-common by Special Warranty Deed from Ayers-Lanier and Associates, Ltd., a Tennessee limited partnership, dated May 19, 2000, recorded May 19, 2000, of record in Instrument No. 200005190050534, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Property taxes for the 2014, a lien, which are not yet due and payable for Map/Parcel No. 105-1-316; 10W 03560.

2. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of Tenn. Code Ann. §§ 67-5-603 *et seq.*, which have not been assessed and are not payable.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Restrictive Covenants of the Nashville Housing Authority's Edgehill Urban Renewal Project of record in Book 4220, page 723, Register's Office for Davidson County, Tennessee; but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

4. All matters shown on the Resubdivision of Section 31, Edgehill Estates, as of record in Book 5210, page 312, Register's Office for Davidson County, Tennessee.

5. Terms, provisions and covenants of record in deed from the Metropolitan Development and Housing Authority of record in Book 5783, page 155, Register's Office for Davidson County, Tennessee.

6. All terms, provisions and matters provided in that certain Memorandum of Understanding dated March 4, 1999, by and between Ayers-Lanier and Associates, Ltd. and Metropolitan Development and Housing Agency.

7. Unrecorded Lease Agreement between Zaidoun Nofal and Eatherly Properties, dated May 1, 2011.

8. Unrecorded Lease Agreement between Zaidoun Nofal and Eatherly Properties, dated September 1, 2011, and that certain Unrecorded Sublease Agreement between Zaidoun Nofal and Sharron A. Streeter, dated October 4, 2013.

9. All matters shown on Boundary Survey by Robert M. Searson of Littlejohn Engineering Associates, R.L.S. No. 1666, 1935 21st Avenue South, Nashville, Tennessee 37212, dated April 3, 2014, Job No. 20140388.

10. Subdivision and Zoning Regulations of Metro Nashville-Davidson County.