BILL GARRETT, Davidson County
Trans:T20150098958 DEEDWARR
Recvd: 11/20/15 11:27 3 pgs
Fees:18.00 Taxes:3607.50
20151120-0117939

Comment [1]: WARRANTY DEED-STANDARD

THIS INSTRUMENT PREPARED BY:
Joseph M. Barrett, Esq.
RAMSEY, THORNTON & BARRETT, PLC
10200 Ramsey Way
Dickson, TN 37055
CHIC 15958

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 ($975,000.00) DOLLARS, cash in hand paid by 2300 CLIFTON PARTNERS, LLC, receipt of which is hereby acknowledged, BENEVOLENT HEALTHCARE FOUNDATION d/b/a PROJECT C.U.R.E., a Colorado nonprofit corporation, has bargained and sold, and by these presents does transfer and convey unto the said 2300 CLIFTON PARTNERS, LLC, a Tennessee limited liability company, its successors and assigns, a certain tract or parcel of land as follows:

Lying and being in the Twenty-first Councilmanic District of Davidson County, State of Tennessee, and being Lot 2 of the Project Cure Industrial Subdivision, as shown on revised final plat of said subdivision, of record as Instrument No. 20101105-0089012, in the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete description.

ALSO CONVEYED HEREWITH is a fifty foot (50') wide, perpetual, non-exclusive easement for ingress, egress and utilities for the purpose of providing access to the above referenced property from Clifton Avenue as shown on plat of record in Instrument No. 20101105-0089012, in the Register's Office of Davidson County, Tennessee, subject to the following terms and conditions:

1. So long as Benevolent Healthcare Foundation, d/b/a Project C.U.R.E., a Colorado nonprofit corporation, owns and occupies Lot 1 of the Project Cure Industrial Subdivision, as shown on revised final plat of said subdivision, of record as Instrument No. 20101105-0089012, in the Register's Office of Davidson County, Tennessee, then the Grantee shall pay a fee of Five Thousand Dollars ($5,000) per year for the use and maintenance of said easement, beginning in the twenty-fourth (24^{th}) month of ownership.

2. Grantee shall have the right to maintain landscaping and signage at the entrance of Clifton Avenue at Grantee's expense.

3. Grantee shall have the right to improve the roadway within the easement if required by Metropolitan Nashville and Davidson County Planning Commission, Metropolitan Council, or other governing body for Grantee's intended use of the above described Lot 2.

4. Parking within the easement by Grantor, its agents, tenants, servants, employees, invitees, visitors, and guests is prohibited.

Being part of the same property conveyed to Benevolent Healthcare Foundation, d/b/a Project C.U.R.E., a Colorado nonprofit corporation, by deed from Benevolent Healthcare Foundation of Nashville, LLC, a Colorado limited liability company, dated March 11, 2008, and of record in Instrument No. 20080324-0029140, in the Register's Office of Davidson County, Tennessee.

This conveyance is subject to all matters as shown on plat of record in Instrument No. 20101105-0089012, in the Register's Office of Davidson County, Tennessee, including a twenty foot (20') power line easement, a ten foot (10') power line easement, a twenty foot (20') sanitary sewer easement, a fifty foot (50') ingress egress easement (private); a thirty foot (30') sanitary sewer easement, a sixty-three inch (63") combined brick sewer, a public utility and drainage easement along the south boundary, a twenty-four inch (24") combined brick sewer, and a variable power line easement near the south boundary.

This conveyance is subject to the right of the Nashville and Western Railroad and CSX Railroad to expand to their full chartered width.

This conveyance is subject to a Sanitary Sewer Easement in favor of City of Nashville, TN, and of record in Book 1755, Page 16, in the Register's Office of Davidson County, Tennessee, and as shown on a survey prepared by Kenneth D. Church, TN RLS#1004, in association with Gresham Smith and Partners, dated October 16, 2015, Job No. 41128.00

This conveyance is subject to any facts, rights, interests or claims that may arise by reason of the following matters disclosed by a survey prepared by Kenneth D. Church, TN RLS#1004, in association with Gresham Smith and Partners, dated October 16, 2015, Job No. 41128.00: (a) a four foot (4') concrete pad encroachment along east boundary.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said 2300 CLIFTON PARTNERS, LLC, its successors and assigns, forever. And it does covenant with the said 2300 CLIFTON PARTNERS, LLC, that it is lawfully seized and possessed of the said land in Fee Simple; has a good right to convey it, and the same is unencumbered. And it does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to the said 2300 CLIFTON PARTNERS, LLC, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, BENEVOLENT HEALTHCARE FOUNDATION d/b/a PROJECT C.U.R.E., a Colorado nonprofit corporation, has caused its name to be subscribed hereto by its duly authorized officer on this 17 day of November, 2015.

BENEVOLENT HEALTHCARE FOUNDATION d/b/a PROJECT C.U.R.E., a Colorado nonprofit corporation

BY: _____

ITS: President

STATE OF Colorado
COUNTY OF DENVER

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared W. Douglas Jackson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President/CEO of BENEVOLENT HEALTHCARE FOUNDATION d/b/a PROJECT C.U.R.E., the within named bargainor, a Colorado non-Profit Co., and that he/she as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as Benevolent Healthcare Foundation d/b/a Project. C.U.R.E.

WITNESS MY HAND and official seal at office in said County this 17 day of November, 2015.

Elizabeth Conley
NOTARY PUBLIC

My Commission Expires: 02/14/2016

ELIZABETH CONLEY NOTARY PUBLIC STATE OF COLORADO

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $975,000.00, ~~which amount is equal~~ to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

Sworn to and subscribed to before me this 18th day of November, 2015.

NOTARY PUBLIC

My Commission Expires: _____

AMANDALYN R. MANLEY STATE OF TENNESSEE NOTARY PUBLIC DICKSON COUNTY My Comm. Expires 06-21-2016

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Tax Map & Parcel:
092 07 0 422.00

ADDRESS OF NEW OWNERS AND
SEND TAX BILLS TO:
2300 CLIFTON AVENUE, LLC
10200 Ramsey Way
Dickson, TN 37055