SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20160015347 DEEDWARRSP
Recvd: 02/24/16 16:10 8 pgs
Fees:43.00 Taxes:3977.50
20160224-0017798

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,075,000.00.

Andrea P. Peurifoy

Subscribed and sworn to before me, this the 22nd day of February, 2016.

Kimberly J. Raymond
Notary Public

My Commission Expires: 9-11-17

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

THIS INSTRUMENT PREPARED BY
Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, TN 37219

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
St Kyrillos The Sixth Coptic Orthodox Church of Tennessee 476 McMurray Drive Nashville, Tennessee 37211	Map-Par. 182-00-0-078 Map-Par. 182-00-0-019	New Owner

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **OLIVE BRANCH MISSIONARY BAPTIST CHURCH, INC.**, a Tennessee religious nonprofit corporation (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto **ST KYRILLOS THE SIXTH COPTIC ORTHODOX CHURCH OF TENNESSEE,** a Tennessee religious nonprofit corporation (herein referred to as "Grantee"), its successor and assigns, forever, the following described tract or parcel of land located in Davidson County, Tennessee (the "Property"), to-wit:

See Exhibit A

This is improved property known as 5988 and 5995 Cane Ridge Road, Antioch, Tennessee.

Grantor hereby reserves and retains for itself, its successors and assigns, its members and the relatives, family members and friends of persons buried on the property described in **Exhibit B** (collectively, the "Cemetery Parcels") [i] a permanent, exclusive easement in perpetuity at any and all times as follows: [a] over, under and across the Cemetery Parcels for the use and right of visitation, except as otherwise explicitly stated herein, and [b] over, under and across the Cemetery Parcels to repair, beautify, protect and maintain the Cemetery Parcels and the graves and grounds therein, and [ii] a permanent, non-exclusive easement in perpetuity at any and all times as follows: [a] over and across the Property for access over and parking on paved portions of the Property designated by Purchaser (not to be less than five (5) parking spaces) while visiting or maintaining the graves in the Cemetery Parcels, and [b] to ingress and egress across the Property to access the Cemetery Parcels. Grantee agrees to provide adequate and reasonable access to the Property and Cemetery Parcels, including, but not limited to, not less than 5 non-exclusive spaces in a parking lot, as designated by Grantee as provided above. Grantee shall not be responsible for maintaining, mowing, landscaping, repairing or replacing the Cemetery Parcels, and shall have no liability to Grantor or any other party for damages or otherwise in connection with the condition of or anything which occurs on the Cemetery Parcels. Grantor shall: (a) maintain, mow, landscape, repair, replace and keep the Cemetery Parcels in good condition and repair, ordinary wear and tear excepted (b) pay all costs, expenses and liabilities arising in connection with any such work by Grantor and/or Grantor's use of the easements set forth herein prior to delinquency and not permit any liens to attach to the Property in connection therewith, and (c) reimburse Grantee for all costs incurred by Grantee in performing any of Grantor's obligations hereunder if Grantor fails to do so; provided, however, Grantee shall not perform any of Grantor's obligations as it relates to the Cemetery Parcel until after Grantee has given Grantor ten (10) days' notice of its failure to perform its obligations hereunder, and Grantor fails to comply within such 10-day period. For purposes of this Instrument, [i] sufficient

notice shall constitute overnight delivery to Grantor at the address set forth on the Tennessee Secretary of State's website, and [ii] such 10-day period shall not start until Grantor's receipt of such notice.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's successors and assigns forever. Grantor does hereby release and relinquish unto Grantee, Grantee's successors and assigns forever, all of its right, title and interest in and to said property subject to the retained easement, and does hereby covenant to and with Grantee, Grantee's successors and assigns, to defend the title to the property herein conveyed, subject to (i) the matters described on **Exhibit C** attached hereto and made a part hereof, to the extent that same are valid, in existence and affect title to the Property, without reimposing same, (ii) liens for taxes and assessments not yet due and payable which have been prorated, and (iii) zoning ordinances and requirements affecting the Property, against all persons lawfully claiming the same by, through or under Grantor, but not otherwise. 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 this the 2/22/16 day of February, 2016.

GRANTOR:

OLIVE BRANCH MISSIONARY BAPTIST CHURCH, INC., a Tennessee nonprofit corporation

By: _____
Gregory McKnight, Director of Operations

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, of the state and county aforementioned, personally appeared Gregory McKnight, 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 Director of Operations of Olive Branch Missionary Baptist Church, Inc., a Tennessee nonprofit corporation, the within named bargainor, and that he as Director of Operations, executed the foregoing instrument for the purpose therein contained, by signing the name of the nonprofit corporation by himself as such Director of Operations.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of February, 2016.

_____
NOTARY PUBLIC

My Commission Expires: 3/8/2016

[Affix Official Seal]

ANDREA P. PERRY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit A

TRACT I:

A tract of land known as Map 182, parcels 32, 33, and 78 in the 6th Civil District of Davidson County, Tennessee, recorded in Deed Book 5362, page 369, Book 5108, page 148 and Book 3434, page 443, and more particularly described as follows:

Beginning at a point in the center of Cane Ridge Road at the southeast comer of parcel 33 and proceeding north 35° 33' west 198.2 feet; thence north 35° 50' west 264.8 feet; thence continuing north 38° 17' west 152.7 feet; thence continuing along parcel 32 around a slight curve north 37° 37' west 92.2 feet; thence continuing north 24° 9' west 79.5 feet; thence north 1° 53' west 110.2 feet to a point; thence south 85° 36' east 411.3 feet to a point at the northeast corner of parcel 78; thence south 00° 45' west 201.5 feet to a point; thence north 88° 12' east 49.6 feet to a point; thence south 00° 2' east 519.8 feet to the point of beginning and containing 4.17 acres more or less, particularly shown and described by a survey by Stanley G. McRae, license no. 1673, dated October 25, 1996.

Being the same property conveyed to OLIVE BRANCH MISSIONARY BAPTIST CHURCH, by Quitclaim Deed from MONTE D. WATKINS, TRUSTEE, of record in Book 10244, page 14, dated October 31, 1996, said Register's Office.

TRACT II:

LAND IN THE 31ST COUNCILMANIC DISTRICT OF DAVIDSON COUNTY, TENNESSEE, SHOWN AS DAVIDSON COUNTY MAP 182, PARCEL 19, DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHERLY RIGHT OF WAY OF CANE RIDGE ROAD, APPROXIMATELY 1600 FEET NORTHWEST OF THE INTERSECTION OF SAID CANE RIDGE ROAD AND OLD HICKORY BOULEVARD;

THENCE LEAVING CANE RIDGE ROAD S 1° 23' 57" W, 1216.96 FEET TO THE NORTH RIGHT OF WAY OF OLD HICKORY BOULEVARD;

THENCE WITH SAID OLD HICKORY BOULEVARD N 85° D 59' 07" W, 421.62 FEET;

THENCE N 85° 03' 50" W, 108.21 FEET;

THENCE LEAVING SAID BOULEVARD N 2° 53' 03" E, 1068.53 FEET TO A CONCRETE MONUMENT;

THENCE N 3° 09' 42" E, 256.86 FEET TO AN IRON PIN;

THENCE S 35° 39' 52" E, 143.88 FEET TO AN IRON PIN;

THENCE N 54° 11' 41" E, 315.86 FEET TO THE SOUTHERLY RIGHT OF WAY OF CANE

RIDGE ROAD;

THENCE WITH SAID ROAD S 35° 04' 45" E, 261.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.41 ACRES, MORE OR LESS, Survey by Patrick S. Coode, Tennessee RLS #855, dated May 2, 2013 and updated December 31, 2015.

Being the same property conveyed to OLIVE BRANCH MISSIONARY BAPTIST CHURCH, by deed from MAY FRANCIS WARD AND JAMES DICKERSON AND BEN DICKERSON, of record as Instrument No. 20030619-0084665, dated June 13, 2003, said Register's Office.

Exhibit B

Cemetery Parcels

Cemetery Parcel 1:

BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE TRACT CONVEYED IN DEED BOOK 10244, PAGE 14, R.O.D.C;

THENCE ALONG THE EASTERLY LINE S 0° 45' 46" W, 122.56 FEET TO A CHAIN LINK FENCE;
THENCE SAID FENCE N 79° 15' 23" W, 47.01 FEET;
THENCE N 27° 28' 49" W, 34.8 FEET;
THENCE N 12° 30' 35" E, 17.6 FEET;
THENCE N 81° 04' 43" W, 74.0 FEET;
THENCE N 10° 33' 55" E, 64.69 FEET TO THE NORTH LINE OF SAID TRACT;

THENCE WITH SAID NORTH LINE S 85° 36' E, 121.7 FEET TO THE POINT OF BEGINNING.

Cemetery Parcel 2:

COMMENCING AT A NORTHEAST CORNER OF THE TRACT CONVEYED IN DEED BOOK 10244, PAGE 14, R.O.D.C;

THENCE ALONG THE EASTERLY LINE S 0° 02' 06" E, 55 FEET;
THENCE PERPENDICULAR TO SAID LINE S 89° 57' 54" W, 15 FEET TO THE POINT OF BEGINNING;
THENCE S 00° 02' 06" E, 25 FEET;
THENCE S 89° 57' 54" W, 20 FEET;
THENCE N 00° 02' 06" W, 25 FEET;
THENCE N 89° 57' 54" E, 20 FEET;
TO THE POINT OF BEGINNING.

Exhibit C

Permitted Title Exceptions

1. Ingress/Egress Easement of record in Book 4478, page 76, said Register's Office. (Tract I)

2. Stormwater Detention Agreement of record as Instrument No. 20000406-0034665, said Register's Office. (Tract I)

3. Stormwater Detention Agreement of record as Instrument No. 20070423-0048014, said Register's Office. (Tract II)

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record as Instrument No. 20070518-0059340, said Register's Office. (Tract II)

5. Title to that portion of the premises embraced within the bounds of Cane Ridge Road.

6. No insurance is afforded as to the acreage or square footage contained in the insured property. (Tract 1)

7. Title to that portion of the premises embraced within the bounds of any graves or graveyards, with all rights of ingress and egress thereto. (Tract 1)

8. The Plat of survey signed by Patrick S. Coode, TENN, R.L.S. #855, dated December 23, 2015, File No. 213-043-2. (Tract 1)

    a. Cemerties located in the north east and east portion of property.

    b. 25' setback from Cane Ridge Road.

    c. Boundary of property extends in to Cave Ridge Road right of way.

9. The Plat off survey signed by Patrick S. Coode, TENN, R.L.S. #855, updated December 31, 2015, File No. 213-043TOPO. (Tract II)

    a. Asphalt encroaches upon Cane Ridge Road right of way.

    b. Overhead power lines at Cane Ridge Road right of way.