Karen Y Johnson Davidson County
Batch# 157593 DEEDWARRSP
11/08/2018 09:48:30 AM 6 pgs
Fees: $33.00 Taxes: $740.00
20181108-0110641

Prepared by and return to:
Robert L. Scruggs, Attorney
2021 Richard Jones Road, Suite 220
Nashville, Tennessee 37215

SPECIAL WARRANTY DEED

Address Of New Owner(s)	Send Tax Bills To:	Tax Parcel Numbers:
Highland Park Church, Inc. 5710 Knob Road Nashville, TN 37209	SAME AS NEW OWNER	**Part of** **Map103 01 0** **Parcel 157.00**

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **West End Community Church of Nashville, Inc., a Tennessee nonprofit corporation,** (hereinafter, collectively referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **Highland Park Church, Inc., a Tennessee nonprofit corporation, Inc.,** (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

Seller retains a nonexclusive perpetual ingress-egress easement to and access and use rights necessary and appropriate for the installation, usage, maintenance, and replacement of utility lines and pipes to provide and support utility services to Seller's premises ("Easement") across the property. The easement shall be usable by Seller only after construction of a roadway on and by either Seller or the then-owner of the Property, provided Seller and the then-owner shall be responsible for the respective reasonable shares of the costs of maintaining any Easement improvements and for any cost Seller may incur in accessing the Easement.

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Grantor further covenants and binds itself, its heirs and assigns, to warrant and forever defend the title to said Property to said Grantee, its heirs and assigns, against all persons claiming under Grantor.

Witness my hand this 6th day of November, 2018.

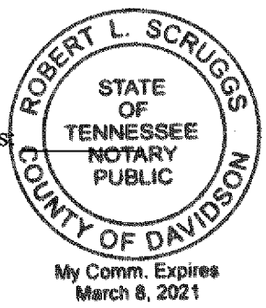
West End Community Church of Nashville, Inc.

By: _____
G. Carter Crenshaw, Senior Pastor/President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared, G. **Carter Crenshaw**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior **Pastor/President of West End Community Church of Nashville, Inc.,** (the "Corporation") the within named bargainor, a Tennessee corporation, and that as such Senior Pastor/President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Senior Pastor/President.

WITNESS my hand and seal this 6th day of November, 2018.



My Commission Expires: _____

Notary Public

Affidavit of Consideration

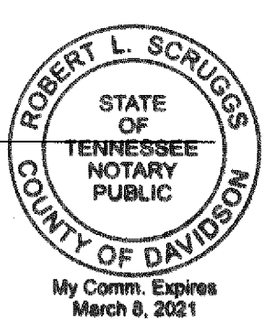
STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $200,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, this 6th day of November 2018.



My Commission Expires: _____

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of the Property

Being a tract of land lying in the 20th District of Davidson County, Nashville, Tennessee, and being a portion of West End Community Church of Nashville as recorded in Instrument 20010629-0069142, Register's Office of Davidson County (RODC). Said tract being bounded on the north by Ollie Aldridge etux as recorded in Book 7771, Page 449, RODC, and by Right of Way (ROW) of Marcia Avenue (50' wide) by right of way (ROW), bounded on the east by the remainder of said West End Community Church; bounded on the south by Highland Park Church, Inc, as recorded in Instrument Number 20030218-0021072, RODC; and bounded on the west by Cynthia F. Anderson as recorded in Book 8800, Page 272, RODC, by Kim Tucker, William H. Carlisle and David Carlisle as recorded in Instrument Number 20110606-0043085, RODC, and by ROW of Watts Lane (30' wide). Tract being more particularly described as follows

POINT OF BEGINNING being a set iron rod with cap lying on the northern ROW of said Watts Lane and being the northwest corner of the tract being described; thence along the common line of said Aldridge and said ROW of Marcia Avenue South 81°33'37" East 125.05 feet to a set iron rod with cap; thence along a new line South 11°08'59" West 288.18 feet to a found iron rod; thence along the common line of said Highland Park Church North 77°49'44" West 130.03 feet to a set iron rod with cap; thence along the common line of said Anderson, Tucker and Carlisle and ROW of Watts Lane North 12°11 '39" East 280.00 feet to the point of beginning. Tract contains 36,203 square feet or 0.83 acres.. Bearings based on Tennessee State Plane Coordinate System

See also "Exhibit C" attached hereto and incorporated by reference herein for surveyor's illustration of the land intended to be conveyed hereby.

Being part of the same property conveyed to West End Community Church of Nashville, Inc., a Tennessee corporation by Special Warranty Deed from VR Holdings, Inc., a Colorado corporation fka Vail Resorts Holdings, Inc. filed for record on June 29, 2001 as Instrument No. 20010629-0069142, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Permitted Exceptions

1. General or special taxes and assessments required to be paid after the date hereof and subsequent years, including without limitation any retroactive assessments to a non-exempt taxpayer pursuant to the provisions of Tennessee Code Annotated Sections 67-5-201. (Taxes for 2018 paid by Grantor, based on Grantor's exempt taxpayer status only, but no warranty is made with respect to any roll back taxes that may be due from Grantee or any subsequent non-exempt taxpayer grantee.)

2. All matters shown on the survey of Gresham Smith and Partners, dated May 22, 1989.

3. All matters shown on the ALTA/NSPA Survey prepared by S&ME, Inc., dated May 4, 2018, Robert M. Searson, Tennessee Registered Land Surveyor No. 1666.

4. No representations or warranties are provided by Grantor as to the number of acres or square feet being conveyed hereunder. Any reference to number of acres in Schedule "A" hereof is for informational purposes only.

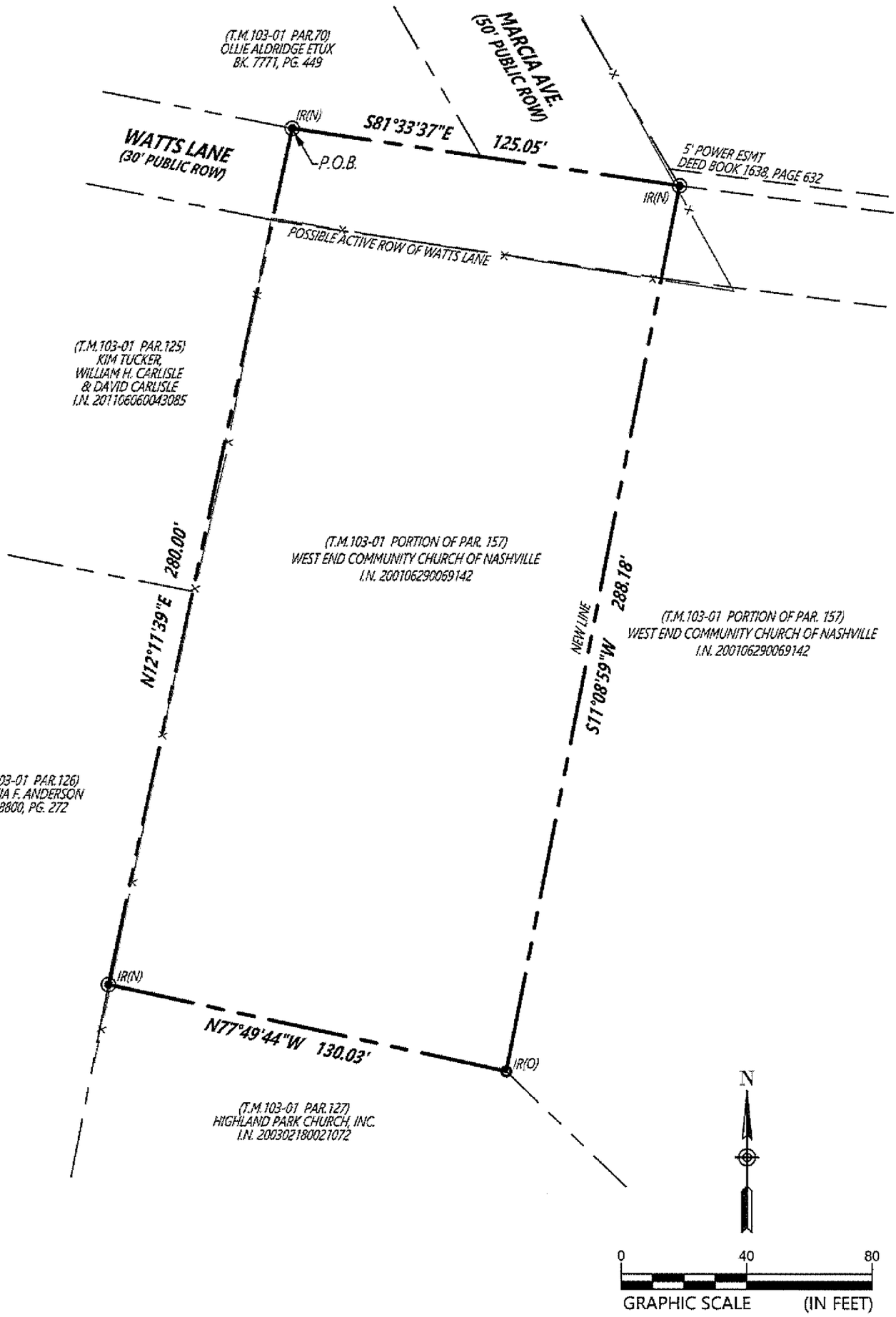
5. That portion of the premises, if any, embraced within the bounds of any streets, roads, or highways, title for which is not being conveyed and is not intended to be conveyed hereunder.

6. 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, in the Register's Office of Davidson County, Tennessee.

7. Stormwater Detention Agreement of record as Instrument No. 20030812-0115172, said Register's Office.

8. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20120525-0045574, said Register's Office.

EXHIBIT "C"



Drawing Path: L:\Projects\2018\55549-18-001_West End Community Church_235 Wilte Bridge Pike_Nashville\CAD\Survey\554918001_2018-Oct_Property Exhibit.dwg

1935 21st AVENUE SOUTH
NASHVILLE, TN 37212
(615) 385-4144

ENGINEERING FIRM
LICENSE NUMBER: P-0076

PROPERTY EXHIBIT

WEST END COMMUNITY CHURCH
TAX MAP 103-01, PORTION OF PARCEL 157
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DATE
10/22/18

PROJECT NUMBER
554918001

Tennessee Certification of Electronic Document

I, Robert L. Scruggs, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Robert L Scruggs

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Anthony N. Greco, a notary public for this county and
Notary's Name

state, Robert L. Scruggs, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: September 7, 2020

NOTARY'S SEAL

