Karen Johnson Davidson County
Batch# 209735 **DEEDWARR**
03/25/2019 02:36:03 PM 4 pgs
Fees: $23.00 Taxes: $3,700.00

20190325-0026869

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,000,000.00.

Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 20th day of March, 2019.

(Affix Seal) Notary Public

My Commission Expires: _____

DEBBIE MANN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 09-25-2022

2019-554-1

THIS INSTRUMENT WAS PREPARED BY and PLEASE RETURN TO:

KATHLEEN HALE MCCLELLAN, ESQ.
HALE AND HALE, PLC
198 EAST MAIN STREET, STE 200
FRANKLIN, TN 37064

Address of New Owners:	Send Tax Bills To:	Tax ID#:
David Curtis and Dana Curtis 5700 Hillsboro Pike Nashville, TN 37215	New owner	Map/Parcel 144-04-0-018

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named GRANTEES, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Austin Pennington**, unmarried, hereinafter called the GRANTOR, has bargained and sold, and by these presents does hereby transfer and convey unto **David Curtis and Dana Curtis, husband and wife**, hereinafter called the GRANTEES, their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE described as follows, to wit:

TRACT 1:

Land in Davidson County, Tennessee, being the northerly part of Lot No. 23 on the Revised Plan of Westwood, of record in Book 974, page 14, Register's Office for Davidson County, Tennessee, as follows:

Said part of Lot No. 23 fronts 250.8 feet on the easterly margin of Hillsboro Road and extends back 485 feet, more or less, on the northerly line and 545 feet, more or less, on the southerly line to a dead line in the rear, measuring 193 feet, more or less, thereon.

TRACT 2:

Beginning at an existing iron pin in the easterly margin of Hillsboro Pike, U.S. 431, said iron pin being the southwest corner of the property conveyed to Claude Russell Bridges and wife, Janet C. Bridges by deed of record in Instrument Number 20030110-0004618 in the Register's Office for Davidson County, Tennessee, said property known as the northerly portion of Lot 23 on the Revised Plan of Westwood of record in Plat Book 974, page 14, RODCT.

Thence, with the southerly boundary of the Russell Bridges property, South 87° 00' 00" East, 542.80 feet to an iron pin in the westerly boundary of the property conveyed to Edward B. Gore and wife, Denise B. Gore by deed of record in Book 8128, page 968, RODCT, said point being Bridges' southeast corner;

Thence, along Gore's westerly boundary, South 17° 07' 44" West, 16.00 feet to a point in the northerly boundary of the property conveyed to Jane Schweitzer Smith by deed of record in Book 1416, page 124, RODCT, said point being Gore's southwest corner;

Thence, with Smith's northerly boundary, North 86° 53' 30" West, 545.70 feet to a point in the easterly margin of Hillsboro Pike;

Thence, with the easterly margin of Hillsboro Pike, North 28° 08' 36" East, 16.0 feet to the point of beginning, containing 8,165 square feet, 0.187 acres, more or less;

TRACT 1 AND 2 ARE FURTHER COLLECTIVELY DESCRIBED AS:

A tract of land in Metropolitan Nashville-Davidson County, Tennessee, lying on the east side of Hillsboro Pike (80' R.O.W.) and being more particularly described as follows:

Beginning at an iron rod set on the east right-of-way line of Hillsboro Pike at the northwest corner of the property of Jane Schweitzer Smith as recorded in Deed Book
1416, Page 124, R.O.D.C., Tennessee; said iron rod also being northwardly, a distance of approximately 665' from the

center of Laura Hill Drive; thence,

1. Northwardly, with said east right-of-way line, a distance of 266.80' along the arc of a curve to the left having a radius of 2938.13', a delta angle of 05°12'10", and a chord bearing of N 32°02'42" E, with a length of 266.71' to an existing iron rod; thence,
2. With a wood plank fence, the south boundary line of the property of Robert T.Buisson and wife, Melissa P. Buisson as recorded in Instrument No. 20140507-0038822 and being Lot 24, Plan of Westwood as recorded in Book 974, Page 14, R.O.D.C., Tennessee S 7°40'41" E a distance of 483.73' to an existing iron rod; thence,
3. With an old fence and flagged line, the west boundary line of the property of the Trustee for the 5504 South Stanford Drive Land Trust Agreement as recorded in Instrument No. 20100610-0045021 and being Lot 1 as shown on the plat of the Re-subdivision of Lots 17-22, Map of Westwood as recorded in Book 4660, Page 48, R.O.D.C., Tennessee S 21°05'56" W a distance of 199.28' to an existing concrete monument; thence,
4. With a staked line, the north boundary line of said property of Jane Schweitzer Smith N 83°21'57" W a distance of 546.01' to the point of beginning and containing 112864.3 square feet or 2.59 acres, more or less, according to a survey by John E. Cleghorn, RLS #1440, Cleghorn Land Surveying, LLC dated November 18, 2015, Job No. 2015-91.

Tract is all of the property of Claude Russell Bridges and wife, Janet C. Bridges as recorded in Instrument No. 20030110-0004618 and Instrument No. 20060420-0045674, R.O.D.C., Tennessee.

Being the same property conveyed to Austin Pennington, unmarried, by deed from Claude Russell Bridges and Janet C. Bridges, husband and wife, dated 07/28/2016 of record in Instrument No. 20160729-0078565, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following: 2019 Davidson County Taxes, a lien, not yet due and payable, zoning, setback requirements and general utility, sewer, and drainage easements of record, subdivision and/or condominium declarations, covenants, restrictions, and easements of record, and the **Seller's Right of First Refusal** hereinbelow set forth, to wit:

Austin Pennington ("Pennington") and David Curtis and wife, Dana Curtis (individually and collectively "Curtis"), for themselves and their respective heirs, estates, representatives, successors and assigns, set forth hereinafter their agreement, as is evidenced by their signatures upon this Warranty Deed, regarding Pennington's right of first refusal to the purchase the real property being the subject of this Warranty Deed (the "Property").

In the event Curtis shall desire to sell, transfer or convey all or any portion of or interest in the Property they shall advise Pennington of such desire by delivery of written notice to Pennington via certified mail, return receipt requested or overnight mail signature required to 101 Ransom Avenue, Nashville, Tennessee 37215, or the most recent address Pennington shall have advised Curtis by delivery of written notice to Curtis via certified mail, return receipt requested or overnight mail signature required to 5700 Hillsboro Pike, Nashville, Tennessee 37215, and Curtis shall thereupon cause to be inserted into any offer for the sale or purchase of the Property or any portion thereof desired to be sold, transferred or conveyed, provisions that the same shall be subject to the first refusal purchase rights of Pennington set forth herein.

In the event Curtis shall receive an offer for the purchase of the Property, or any portion of or interest in the Property, which Curtis desires to accept, prior to any such acceptance and subject to the provisions hereinafter set forth, Curtis shall by written notice to Pennington offer the same to Pennington at the same price and upon the same terms as set forth in the subject offer, a copy of which offer shall be provided to Pennington together with said notice in the manner above provided.

Upon receipt of such written notice, Pennington shall then have **fifteen (15) days** from actual receipt of said written notice to elect to decline or agree to the purchase of the Property or such portion thereof being the subject of said offer by written notice being delivered to Curtis prior to the expiration of the said **fifteen (15) day** period via certified mail, return receipt requested or overnight mail signature required to 5700 Hillsboro Pike, Nashville, Tennessee 37215. In the event Pennington shall elect not to purchase the Property or such portion thereof being the subject of said offer, or if Pennington shall fail to timely elect to purchase the same, Curtis shall deliver written notice to Pennington in the manner hereinabove provided stating Pennington's election or failure and that Curtis will cause to the recorded in the Register's Office for Davidson County, Tennessee on or after **ten (10) days** following receipt of such notice by Pennington notice of the termination of Pennington's right to purchase the Property or such portion thereof being the subject of said offer, and upon such recording Pennington's right to purchase the Property or such portion thereof being the subject of said offer shall irrevocably terminate.

If Pennington shall elect to purchase the Property or such portion thereof being the subject of said offer, Pennington, at his option and expense, may cause the Property, or so much thereof at the time desired to be sold by Curtis, to be surveyed and a legal description provided therefrom, following which a closing shall then be scheduled in accordance with the mutual agreement of the parties, the offer received by Curtis above mentioned or within **thirty (30)** days from the date of Pennington's notice electing to purchase the Property or such portion thereof being the subject of said offer, whichever shall first occur.

At closing and notwithstanding the terms set forth in any offer received by Curtis, Curtis shall deliver to Pennington by general warranty deed title to the Property, or so much thereof being sold, transferred or conveyed free and clear of all liens and encumbrances, however, subject to zoning ordinances, building regulations, easements for utilities, access and roadways, right of flow of any creeks or waterways, and the proration of applicable real estate taxes for the year of closing. If the real property being sold pursuant to this right of first refusal shall be less than all of the Property, then Pennington's rights herein granted shall continue until all of the Property has been offered to Pennington and closed by Curtis, in accordance with this right of first refusal. In the event an offer for the purchase of the Property, or so much thereof at the time desired to be sold

by Curtis, and Pennington shall elect by written notice to Curtis to decline the purchase of the same as hereinabove provided, and said offer having been declined by Pennington fails to close in accordance with the terms and conditions having been presented to Pennington, then Pennington's right of first refusal herein granted shall survive and remain attached to the Property, or such portion thereof, failing to close.

During the term of Pennington's rights of purchase set forth in this agreement, Curtis shall not (a) permit, allow or cause the Property or any portion of the Property to be consolidated or combined by deed or otherwise with any other real property owned by Curtis or that owned by others or (b) except for improvements intended and dedicated for the use and enjoyment of Curtis and their immediate family, which term shall be defined to mean their respective natural and adopted children, siblings, parents and grandparents, permit, allow or cause any other improvements to be constructed on the Property.

Each party represents to the other that no real estate commissions or fees are due on account of this transaction, and each party indemnifies and holds the other harmless from any and all liability and loss arising out of any commissions or fees he may have incurred, as a result of the action or omission of the other party.

Should either party default under the terms of this agreement, in addition
to all other manner of relief, the non-defaulting party shall be entitled to pursue an action against the defaulting party for damages, specific performance or both, including, but not limited to, the recovery of all legal fees and court costs incurred in the enforcement of the terms and conditions of this agreement.

The purchase rights of Pennington hereinabove set forth shall be covenants running with the land and binding upon Curtis, together with his heirs, estate, representatives' successors and assigns, for a period of ten (10) years from the date of this warranty deed, the death of Pennington or until the same terminate in accordance with the provisions hereinabove set forth, whichever shall first occur.

The purchase rights of Pennington hereinabove set forth shall be unique to him and shall not be assignable by him without the consent or approval of Curtis, their heirs, estate, representatives' successors, assigns.

Time is of the essence of the terms and conditions set forth in this agreement, furthermore, this agreement shall be construed in accordance with the laws of the State of Tennessee and venue for all actions arising thereunder shall be in the State Courts sitting in Davidson County, Tennessee.

This is unimproved property known as 5654 Hillsboro Pike, Nashville, TN 37215 .

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; and the GRANTOR, does covenant with the said GRANTEES that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, unless otherwise herein set out; and he does further covenant and binds himself, his heirs and assigns, to warrant and forever defend the title to the said land to the said 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 20th day of March, 2019:

GRANTOR:

Austin Pennington

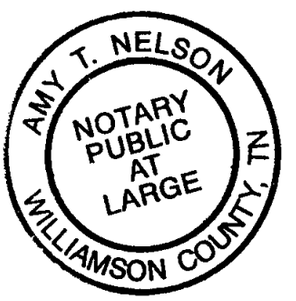
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 20th day of March, 2019, before me personally appeared Austin Pennington, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Witness my hand, at office, this 20th day of March, 2019.

Amy T. Nelson

Notary Signature
My commission expires: 11/10/2019



GRANTEES:

David Curtis

Dana Curtis

STATE OF '
COUNTY OF '

On this 20th day of March, 2019, before me personally appeared David Curtis, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Witness my hand, at office, this 20th day of March, 2019.

Notary Signature
My commission expires:

Jennell L. Velazquez
COMMISSION # GG274685
EXPIRES: Nov. 7, 2022
Bonded Thru Aaron Notary

STATE OF Florida
COUNTY OF DADE

On this 20th day of March, 2019, before me personally appeared Dana Curtis, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Witness my hand, at office, this 20th day of March, 2019.

Notary Signature
My commission expires:

Jennell L. Velazquez
COMMISSION # GG274685
EXPIRES: Nov. 7, 2022
Bonded Thru Aaron Notary