WARRANTY DEED

BOOK 5990 PAGE 615

FROM: Gerald L. Bixenman and wife, Doris L. Bixenman

TO: Kathern Bixenman Best

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows: Send Tax Bills To: Map-Parcel Numbers

Kathern Bixenman Best - same 54-3-15
541 General Kershaw Drive
Old Hickory, Tennessee
37138

Field Book Numbers

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Twenty Two Thousand & 00/100—Dollars ($22,000.00).

Kathy Bixenman Best
Affiant

SUBSCRIBED AND SWORN TO before me, this the 10th day of JANUARY, 1983.

Becky E. Waggoner
Notary Public

My Commission Expires: 7/21/85

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), Gerald L. Bixenman and wife, Doris Bixenman, Grantors, have bargained and sold, and by these presents do transfer and convey unto the said Kathern Bixenman Best, Grantee, her heirs, successors, and assigns, a certain tract or parcel of land in the 8th Civil District, Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, described as Lot No. 2 on the Plan of Bixenman Subdivision of record in Plat Book 5800, page 136, Register's Office of Davidson County, Tennessee, being a 5.03 acre tract, more fully described as follows:
>
> To reach the point of beginning, start at a point in the westerly margin of General Kershaw Drive where it intersects with the northwesterly margin of Saundersville Road; thence continue in a northerly direction along the westerly margin of General Kershaw Drive 3,133.89 feet to a point in the westerly margin of General Kershaw Drive, being the southeasterly corner of property conveyed to Gerald L. Bixenman and wife, Doris Bixenman by Installment Deed of record in Book 5409, page 17, Register's Office of Davidson County, Tennessee; thence with the southerly boundary of the Bixenman property

North 88° 24' W 628.57 feet to an iron pin, the point of beginning;

Thence North 88° 24' West 484.92 feet to an iron pin in the easterly margin of a private drive; thence along the easterly margin of said private drive North 0° 33' East 547.45 feet to an iron pin in the easterly margin of said private drive; thence leaving the margin of said private drive South 89° 51' East 306.66 feet to an iron pin; thence South 0° 33' West 273.01 feet to an iron pin; thence South 88° 24' East 178.34 feet to an iron pin; thence South 0° 33' West 282.20 feet to the point of beginning.

Being part of the same property conveyed to Gerald L. Bixenman and wife, Doris L. Bixenman by Deed from Leah Hannah (Mrs. J. L.) Evans of record in Book 5409, page 17, Register's Office for Davidson County, Tennessee.

Together with a perpetual easement across property being retained by the Grantors for access and utilities to the herein described property subject to the following terms and conditions and described as follows:

To reach the point of beginning, start at a point in the westerly margin of General Kershaw Drive where it intersects with the northwesterly margin of Saundersville Road; thence continue along the westerly margin of General Kershaw Drive 3,133.89 feet to a point in the westerly margin of General Kershaw Drive, being the southeasterly corner of property conveyed to Gerald L. Bixenman and wife, Doris Bixenman by Installment Deed of record in Book 5409, page 17, Register's Office of Davidson County, Tennessee, and being the point of beginning;

Thence North 88° 24' West 628.57 feet to an iron pin; thence north 0° 33' East 50.00 feet; thence South 88° 24' East 524.35 feet; thence North 0° 33' East 50.00 feet; thence South 88° 24' East 100.00 feet to an iron pin; thence South 4° 12' East 100.00 ± feet to the point of beginning.

This is unimproved property.

The Grantors and the Grantee acknowledge that the foregoing easement shall be subject to the following terms and conditions and to a restriction that no building or fencing shall be built in or upon the access and utilities easement except for fences along the boundary thereof and a gate at the common entrance to General Kershaw Drive.

The easement herein granted is a nonexclusive easement appurtenant to the hereindescribed property and shall be a perpetual easement over, under and across the easement premises for the purposes of furnishing water, gas, electrical power, telephone, and sanitary sewer services (collectively the "Utilities") to the hereindescribed property. This easement also is for the purpose of ingress and egress between the hereindescribed property and General Kershaw Drive. The easement shall be for the further purpose of permitting the installation, maintenance, operation, removal, enlargement, rearrangement, repair or replacement of the Utilities together with the right of entry and access thereto with persons and equipment at reasonable times for such reasonable periods as may be reasonably required to accomplish the foregoing purposes. The

Grantee, her heirs, successors and assigns shall have the obligation to maintain the Utilities and any roadway installed over, under or upon the easement in good repair and to indemnify and hold the Grantors, their successors and assigns, harmless from any claims, loss, or liability of any kind resulting from the Grantee's use and maintenance of the easement. After any work is performed, Grantee and her heirs, successors and assigns shall immediately restore the affected portion of the easement to its condition prior to such work, at the expense of the Grantee, her heirs, successors and assigns. All benefits and burdens which accompany this easement shall run with the land and be binding upon and inure to the benefit of the heirs, assigns, successors, and personal representatives of the parties hereto. Nothing contained in this easement grant shall be deemed to be a gift or dedication of any portion of the easement to the general public or for any public purpose whatsoever, it being the intention of the Grantors and the Grantee that this easement be strictly limited to the purposes expressed herein provided, however, that Grantors reserve the right for themselves, their heirs, successors and assigns to dedicate such easement for public purposes if it should ever deem such dedication to be desirable. This easement grant and all of its provisions shall continue for a period of twenty-five (25) years and shall automatically be renewed for additional periods of ten (10) years each unless terminated, modified or amended by a recorded instrument executed by the Grantors and the Grantee or their successors in interest.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, her heirs, successors, and assigns, forever.

And Grantors do covenant with the said Grantee that Grantors are lawfully seized and possessed of said land in fee simple; have a good right to convey it; and the same is unencumbered except for matters shown on the recorded plat, such state of facts and conditions as an accurate survey and personal inspection of the premises would disclose, zoning ordinances, easements and restrictions of record, the lien for 1982 taxes which will be paid by the Grantors and the lien for 1983 taxes which will be paid by the Grantee.

And Grantors do further covenant and bind Grantors, their heirs, successors, and assigns, to warrant and forever defend the title to the said land to the said Grantee, her heirs, successors, and assigns against the lawful claims of all persons whomsoever.

Witness our hands this 10 day of January, 1983.

GRANTORS:

Gerald L Bixenman
GERALD L. BIXENMAN

Doris G. Bixenman
DORIS G. BIXENMAN

GRANTEE:

Kathern Bixenman Best
KATHERN BIXENMAN BEST

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, BECKY E WAGGONER, a Notary Public in and for said County and State, the within named GERALD L. BIXENMAN, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seat at Nashville, Tennessee, this 10th day of JANUARY, 1983.

Becky E. Waggoner
Notary Public

My Commission Expires: 7/21/85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, BECKY E WAGGONER, a Notary Public in and for said County and State, the within named DORIS G. BIXENMAN, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seat at Nashville, Tennessee, this 10th day of JANUARY, 1983.

Becky E. Waggoner
Notary Public

My Commission Expires: 7/21/85

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, BECKY E WAGGONER, a Notary Public in and for said County and State, the within named KATHERN BIXENMAN BEST, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of JANUARY, 19 83.

Becky E Waggoner
Notary Public

My Commission Expires: 7/21/85

BECKY E WAGGONER NOTARY PUBLIC DAVIDSON COUNTY

H 25256

IDENTIFICATION REFERENCE

JAN 10 11 25 AM '83

FELIX Z WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

RUST

WHW/11-23-82

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5990 PAGE 620

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			2,000.00- CO	
			57.20 CO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	72.70-
0127A01/10/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 5 2 5 6

IDENTIF REFERENCE

JAN 10 11 25 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 920237