B0437

| ADDRESS NEW OWNER(S) AS FOLLOWS | SEND TAX BILLS TO | MAP-PARCEL NUMBERS |
|---|---|---|
| Cedar Pointe Properties, Ltd. (NAME) | Same (NAME) | A portion of 163-72 |
| 6405 Barfield Road (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | A portion of 163-73 |
| Atlanta, Georgia 30328 (CITY) (STATE) (ZIP CODE) | (CITY) (STATE) (ZIP CODE) | A portion of 163-75 |

## WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration DOLLARS

BOOK 6747 PAGE 392

SANBURY CORPORATION, a Georgia corporation, ("Grantor")

have bargained and sold, and by these presents do transfer and convey unto the said Cedar Pointe Properties, Ltd., a Georgia limited partnership

the GRANTEES herein, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

All that tract or parcel of land described on Exhibit "A" attached hereto and made a part hereof.

This conveyance is made subject to those matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

Grantor does hereby reserve for itself, its successors and assigns an easement for the purposes of constructing, maintaining and operating a sanitary sewer line or lines over, under and across that tract or parcel of land described on Exhibit "A" attached hereto and in connection therewith, Grantor, for itself and its successors and assigns, agrees as follows:

(See Exhibit "C" attached hereto and incorporated by reference herein.)

64370

IDENTIFICATION REFERENCE

DEC 27 2 50 PM '85

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

~~Mail Tax Statements to Name Address City State Zip Code~~ Mail Tax Statements to Name Mailing Address City State Zip Code

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 we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out. And we do further covenant and bind ourselves, our heirs and representatives 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.

Whenever 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 23rd day of December, 19 85.

SANBURY CORPORATION

By: Asbury D. Snow, Jr., President

(corporate seal)

BOOK 5747 PAGE 393

STATE OF ~~TENNESSEE~~ GEORGIA
COUNTY OF FULTON

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence. and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, this _____ day of _____, 19____.

My commission expires _____ Notary Public _____

STATE OF ~~TENNESSEE~~ GEORGIA
COUNTY OF FULTON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared Asbury D. Snow, Jr. ~~and~~ _____ 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 President ~~and~~ _____ ~~respectively~~ of Sanbury Corporation, the within named bargainor, a corporation, and that he as such President ~~and~~ _____, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said President as Asbury D. Snow, Jr. ~~and acknowledged the same to be the act and deed of the said~~ ~~President as Asbury D. Snow, Jr.~~

Witness my hand and seal, at office in Atlanta, Georgia, this 23rd day of December, 19 85.

Notary Public, Georgia, State at Large
My Commission Expires May 3, 1987

Commission expires _____ Notary Public

STATE OF ~~TENNESSEE~~ GEORGIA
COUNTY OF FULTON

The actual consideration for this transfer or value of property (whichever is greater) is $ 930,000.00
This is equal to or greater than the property would bring at a fair and voluntary sale.

Asbury D. Snow, Jr.

Sworn to and subscribed before me
this 23rd day of December, 19 85.

Notary Public, Georgia, State at Large
My Commission Expires May 3, 1987

My commission expires _____ Notary Public _____

This instrument was prepared by:

Richard A. Fishman, Esquire - Fishman, Kendrick & Gordon, P.C., 100 Galleria Parkway,

Name ~~Atlanta, Georgia 30339 (404) 955-0080~~ Address Suite 1170

WARRANTY DEED

FROM

TO

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

EXHIBIT "A"

A tract of land in the Second Civil District of metropolitan Nashville, Davidson County, Tennessee lying south of I-24 and north of Bell Road, being a portion of Lot 1 - Parcel 73, Cedar Pointe as of record in Book 6250, Page 475, Register's Office, Davidson County, Tennessee.

To find the TRUE POINT OF BEGINNING, commence at the intersection of the center line of Cane Ridge Road and the existing northerly right-of-way line of Bell Road (150 foot right-of-way at such point) and run thence westerly along the northerly right-of-way line of Bell Road a distance of 1,156.4 feet to a point; running thence South 03 degrees 31 minutes 00 seconds West a distance of 35.2 feet to an iron pin set in the existing northerly right-of-way line of Bell Road (80 foot right-of-way at such point); running thence westerly along the northerly right-of-way line of Bell Road along the curvature thereof an arc distance of 360.06 feet to an iron pin set by an existing concrete monument (said arc having a radius of 2,842.00 feet, a chord bearing of South 85 degrees 32 minutes 20 seconds West and a chord distance of 359.82 feet); continuing thence along the northerly right-of-way line of Bell Road South 82 degrees 05 minutes 57 seconds West a distance of 107.36 feet to an iron pin set and the TRUE POINT OF BEGINNING.

1. Continuing thence westerly along the northerly right-of-way line of Bell Road South 82 degrees 05 minutes 57 seconds West a distance of 343.73 feet to an iron pin set; thence,

2. Leaving the northerly right-of-way line of Bell Road and following the line which constitutes the eastern boundary line of the Beachwood Terrace Subdivision (as of record in Plat Book 5200, Page 563 R.O.D.C., Tennessee) and the western boundary line of the subject parcel, North 19 degrees 34 minutes 23 seconds West a distance of 95.00 feet to an iron pin set; thence,

3. North 37 degrees 33 minutes 26 seconds West a distance of 109.60 feet to an iron pin set; thence,

4. North 24 degrees 08 minutes 26 seconds West a distance of 200.00 feet to an iron pin set; thence,

5. Running along an arc distance of 312.74 feet to an iron pin set (said arc having a radius of 600.62 feet, a chord bearing of North 09 degrees 13 minutes 26 seconds West and a chord distance of 309.21 feet); thence,

6. North 05 degrees 41 minutes 31 seconds East a distance of 89.00 feet to an iron pin set; thence,

7. Running along an arc a distance of 492.35 feet to an iron pin set (said arc having a radius of 371.18 feet, a chord bearing of North 43 degrees 41 minutes 34 seconds East and a chord distance of 457.04 feet); thence,

8. North 11 degrees 12 minutes 00 seconds East a distance of 180.00 feet to an iron pin set; thence,

9. South 78 degrees 38 minutes 28 seconds East a distance of 175.00 feet to an existing iron pin; thence,

10. North 18 degrees 42 minutes 30 seconds East a distance of 110.02 feet to an existing iron pin; thence,

11. North 23 degrees 16 minutes 20 seconds West a distance of 402.56 feet to an iron pin set on the southerly right-of-way line of I-24 at the northeast corner of Beechwood Terrace Subdivision; thence,

12. Leaving the eastern boundary line of Beechwood Terrace Subdivision and running southeasterly along the southerly right-of-way line of I-24 South 57 degrees 47 minutes 27 seconds East a distance of 639.12 feet to an iron pin set by a disturbed highway monument; thence,

13. Leaving said right-of-way line of I-24 and running South 32 degrees 12 minutes 22 seconds West a distance of 85.00 feet to an existing concrete monument; thence,

14. South 57 degrees 44 minutes 23 seconds East a distance of 45.59 feet to an existing iron pin; thence,

15. South 03 degrees 33 minutes 00 seconds West a distance of 56.01 feet to an existing concrete monument; thence,

16. South 41 degrees 36 minutes 18 seconds East a distance of 91.00 feet to a point, said point being a corner point in an existing drain. Said point has a witness iron pin set at South 00 degrees 31 minutes 15 seconds East, a distance of 2.0 feet therefrom; thence,

17. South 00 degrees 31 minutes 15 seconds East a distance of 202.68 feet to an iron pin set; thence,

18. South 48 degrees 31 minutes 15 seconds West a distance of 110.00 feet to an iron pin set; thence,

19. North 90 degrees 00 minutes 00 seconds West a distance of 75.34 feet to an iron pin set; thence,

20. Running along an arc a distance of 34.77 feet to an iron pin set (said arc having a radius of 691.21 feet, a chord bearing of South 37 degrees 01 minutes 00 seconds West and a chord distance of 34.76 feet); thence,

21. Running along an arc a distance of 192.77 feet to an iron pin set (said arc having a radius of 242.13 feet, a chord bearing of South 58 degrees 23 minutes 02 seconds West and a chord distance of 187.72 feet); thence,

22. South 81 degrees 11 minutes 34 seconds West a distance of 240.86 feet to an iron pin set; thence,

23. Running along an arc a distance of 57.91 feet to an iron pin set (said arc having a radius of 43.95 feet, a chord bearing of South 43 degrees 26 minutes 29 seconds West and a chord distance of 53.81 feet); thence,

24. South 05 degrees 41 minutes 35 seconds West a distance of 35.00 feet to an iron pin set; thence,

25. Running along an arc a distance of 112.27 feet to an iron pin set (said arc having a radius of 215.62 feet, a chord bearing of South 09 degrees 13 minutes 26 seconds East and a chord distance of 111.01 feet); thence,

26. South 24 degrees 08 minutes 25 seconds East a distance of 370.01 feet to an iron pin set; thence,

27. South 07 degrees 54 minutes 04 seconds East a distance of 132.72 feet to an iron pin set and the TRUE POINT OF BEGINNING. Said parcel containing 787,435 square feet or 18.08 acres, more or less.

All as shown on that certain Boundary Survey prepared for Cedar Pointe Properties, Ltd., by John O. Spry, Tennessee Registered Land Surveyor No. 727, of Ragan, Smith, Murphy & Associates, Inc., dated December 16, 1985.

Being a portion of Parcel 73, Lot 1 on the Plat of Cedar Pointe as of record in Book 6250, Page 475, R.O.D.C., Tennessee; a portion of the same property conveyed to Sanbury Corporation from USI Properties Corporation of Deed of record in Book 6424, Page 137, R.O.D.C., Tennessee.

EXHIBIT "B"

BOOK 6747 PAGE 397

Permitted Exceptions

1. Survey by Ragan, Smith, Murphy and Associates, Inc. dated December 16, 1985, shows wire fence, power and telephone line overhangs and approximate location of 100 year old flood line.

2. Easement for flow of Collins Creek.

3. Easement of record in Book 4264, page 899, said Register's Office for sewer easement to First Suburban Water Utility District of Davidson County, Tennessee.

4. Unrecorded leases, including but not limited to, National Advertising Company lease.

5. ~~Terms and conditions as contained in that certain Land Use~~ Restriction Agreement, dated as of December 1, ~~1985,~~ by and among The Industrial Development Board of ~~the~~ Metropolitan Government of Nashville and ~~Davidson~~ County, First American National Bank of ~~Nashville,~~ Trustee, and Cedar Pointe Properties, Ltd., a Georgia ~~limited~~ partnership, filed of record December ____, ~~1985,~~ in Book _____, Page _____, Register's Office, ~~Davidson County, Tennessee.~~

6. Deed of Trust executed by Sanbury Corporation, a Georgia corporation, to Stephen Davis, Trustee, dated November 5, 1984, and recorded in Book 6420, page 7, Register's Office of Davidson County, Tennessee, in favor of First American National Bank of Nashville, securing a debt in the principal sum of $342,253.52.

7. Taxes for 1986 and subsequent years, not yet due and payable.

8. Terms and conditions as contained in that certain Storm Water Detention Agreement dated as of December 11, 1985, by and between Sanbury Corporation and The Metropolitan Government of Nashville and Davidson County, filed of record December 17, 1985 at Book 6737, Page 407, Register's Office, Davidson County, Tennessee.

EXHIBIT "C"

(a) Grantor shall install, construct, operate, repair, maintain and renew said sewer line(s) at Grantor's entire cost and expense and in a manner in all respects satisfactory to Grantee.

(b) Grantor agrees to maintain said sewer line(s), and shall keep the same in a proper state of repair, open and free from obstructions and shall promptly repair any damage to or stoppage in said sewer line(s) causing Grantee, its successors or assigns no interruption of the use of the property described on Exhibit "A".

(c) After any such installation, construction, operation, repair or maintenance, Grantor agrees to promptly repair and restore said property to its original condition immediately prior to such installation, construction, operation, repair or maintenance. If, in the event, Grantor fails or refuses to repair or restore said property to its original condition as required herein, upon reasonable notice given by Grantee to Grantor, Grantee may itself repair or restore said property to its original condition at the expense of Grantor, which expense Grantor hereby promises to promptly pay upon receipt of a statement of cost from Grantee.

Following installation of the said sanitary sewer line(s), the easement reserved hereby shall be amended and modified to provide for its exact width and location.

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____ BOOK 6747 PAGE 399

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

9300 .CO- CANT.
2416.00 CSTAX
.50 PRFEE
21.00 WDEED
CHECK 2439.50-
0502A 12/27/65 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

64370

IDENTIFICATION REFERENCE

Dec 27 2 58 PM '65

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 205387