This Instrument prepared by:
R. Patrick Parker
Suite 1R
631 Second Avenue South
Nashville, Tennessee 37210

Davidson County DEEDQC
Recvd: 02/12/02 14:25 10pgs
Fees:52.00 Taxes:0.00
20020212-0018644

QUITCLAIM DEED

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Chateau Associates, Ltd.	Same	070-03-0-A 040.0 CO
615 Main Street		
P.O. Box 60429		
Nashville, Tennessee 37206		

FOR AND IN CONSIDERATION of Ten Dollars ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, **Robert L. Stout and Yvonne Stout, Wife, and Kathryn B. Finley and J. Frank Finley, Husband**, residents of Nashville, Davidson County, Tennessee, (hereinafter collectively "Grantors") by these presents do hereby quitclaim and convey unto **Chateau Associates, Ltd.**, a Tennessee limited partnership, its successors and assigns, all of our right, title and interest in and to the following described tract of land:

SEE EXHIBIT A

Grantors hereby represent and warrant that the purpose and intent of this Quitclaim Deed is to transfer and convey any and all interest, if any remains, in the aforementioned real property described as Exhibit A (the "Property"). A Warranty Deed dated May 25, 1988 was held in escrow pending the satisfaction of terms and conditions of an agreement (the "Agreement") between Grantors and Cumberland Builders, Inc. Said Agreement is attached hereto as Exhibit B. All terms and conditions of the Agreement have been satisfied in full and Grantors have released Cumberland Builders, Inc. on an even date herewith. The parties to the Agreement have acknowledged that the Warranty Deed placed in escrow has been lost due to the passage of time (A copy of the original Warranty Deed is with a copy of Agreement as Exhibit B); therefore, this Quitclaim Deed is executed and recorded to evidence the Grantors' intent that they no longer claim an interest whatsoever in the Property.

Witness our hands this 10th day of Feb., 2002, **Robert L. Stout and Yvonne Stout, Wife, and Kathryn B. Finley and J. Frank Finley, Husband**, having caused their names to be signed hereto on said day and date.

Robert L. Stout
Robert L. Stout

Yvonne Stout
Yvonne Stout, Wife

Kathryn B. Finley
Kathryn B. Finley

J. Frank Finley
J. Frank Finley, Husband

TAL

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

The actual consideration for this transfer is $ 0.00.

Subscribed and sworn to before me, this the 11 day of FEB., 2002.

J. Frank Finley
Affiant

Notary Public

My commission expires: 11-13-2005

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 0.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF February 2002.

Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **Robert L. Stout and Yvonne Stout, Wife**, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 11th day of February, 2002.

Notary Public

My Commission expires:

1-27-2004

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **Kathryn B. Finley and J. Frank Finley, Husband**, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 10 day of February, 2002.

Notary Public

My Commission expires:

8-[illegible]2004

EXHIBIT "A"

A tract of land in the Second Civil District of Nashville, Davidson County, Tennessee lying along the Easterly margin of Old Buena Vista Road between Stoker's Lane and Trinity Lane and being more particularly described as follows:

Beginning at an iron pin in the Easterly margin of Old Buena Vista Road said pin being 942 feet, more or less, from the intersection of the Northerly margin of Stoker's Lane (50 feet R.O.W.) and the Easterly margin of said Old Buena Vista Road; thence leaving said margin of Old Buena Vista Road and with the Southerly line of the Elroy Johnson Tract as evidenced in Book 4431, page 119, Register's Office for Davidson County, Tennessee, N 59 degrees 49' 42" E a distance of 420.00 feet to a point; thence leaving said line and severing the lands of Robert Stout and Kathryn Finley as evidenced in Book 7267, page 267, said Register's Office, S 66 degrees 04' 36" E a distance of 280.58 feet to a point; thence continuing, with a curve to the left, having a radius of 477.62 feet (central angle of 15 degrees 24' 38", a chord bearing of S 17 degrees 13' 05" W, and chord distance of 111.54 feet) a distance of 111.79 feet to a point; thence continuing, with a curve to the right, having a radius of 486.35 feet (central angle of 15 degrees 37' 19", a chord bearing of S 18 degrees 19' 25" W, and a chord distance of 132.20 feet), a distance of 132.61 feet to a point; thence continuing, S 63 degrees 51' 56" E a distance of 40.00 feet to a point; thence continuing, with a curve to the right, having a radius of 526.35 feet (central angle of 8 degrees 09' 51", a chord bearing of S 17 degrees 13' 05" W and a chord distance of 74.94 feet), a distance of 75.00 feet to a point; thence continuing, S 55 degrees 42' 05" E a distance of 89.42 feet to a point in the Westerly line of Haynes, 2nd Free Silver Subdivision, as evidenced in Book 332, page 46, said Register's Office; thence with said Westerly line, S 64 degrees 58' 39" W a distance of 135.00 feet to a concrete monument in the Easterly margin of said Old Buena Vista Road; thence with said margin and with a curve to the left, having a radius of 741.20 feet (central angle of 17 degrees 34' 07", a chord bearing of N 51 degrees 14' 27" W, and a chord distance of 226.38 feet), a distance of 227.27 feet to a concrete monument; thence continuing, N 60 degrees 06' 58" W a distance of 367.00 feet to the Point of beginning and containing 3.956 acres, more or less.

Being part of the same property conveyed to Cumberland Builders, Inc., a Tennessee corporation, by deed from Robert Stout and Kathryn Finley of record in Book 7552, page 108, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Chateau Associates, Ltd., a Tennessee limited partnership, by deed from Cumberland Builders, Inc. of record in Book 7723, page 654, Register's Office for Davidson County, Tennessee.

Exhibit B

AGREEMENT

WHEREAS Cumberland Builders, Inc. ("Cumberland") is the owner of certain land known as Phase 1 and Phase 2 of the Nocturne Forest subdivision;

WHEREAS Robert L. Stout and Kathryn B. Finley ("Stout") are the owners of certain land known as Phase 3 by virtue of an unrecorded Deed from Cumberland Builders, Inc.

WHEREAS Cumberland and Stout desire to agree upon the rights and duties of each other concerning their land and Nocturne Forest Subdivision;

WITNESSETH

NOW, THEREFORE the parties agree as follows:

1. Stout agrees to record the Deed to the property known as Phase 3 upon final approval of Phase 3 of the Nocturne Forest subdivision and recording of the Plat of Phase 3.
2. Stout agrees to pay any engineering expenses concerning or related to Phase 3.
3. Cumberland will maintain liability insurance on Phases 1, 2, & 3 with Stout as an insured but Stout will be responsible for paying the percentage of the premium that the acreage of Phase 3 bears to the total acreage of Nocturne Forest Subdivision.
4. Stout agrees to pay to Cumberland the percentage of the property taxes from the date of this Agreement that the acreage of Phase 3 bears to the total acreage in the Nocturne Forest subdivision.
5. Upon development of Phase 3, Stout agrees to construct at his expense a road from Old Buena Vista Road to the road to be constructed by Cumberland Builders, Inc. in Phase 2 the same width as the road constructed by Cumberland Builders, Inc. with the same surface, curb and sidewalk as that

Copy

Exhibit B

constructed by Cumberland Builders, Inc. in Phase 2.

6. Cumberland agrees that Stout shall have the right at Stout's expense to connect to any water and sewer lines installed in the road to be constructed by Cumberland as shown on the preliminary PUD of Nocturne Forest subdivision.

7. In the event that Stout desires to sell the land known as Phase 3, Cumberland Builders, Inc. shall have the right of first refusal to purchase said property. Said right shall be exercised by Cumberland giving Stout written notice of its exercise of its right of first refusal within ten days from the date that Stout delivers to Cumberland the terms of any offer.

8. Any claim or dispute concerning or related to this agreement shall be decided by arbitration in accordance with the Contruction Industry Arbitration Rules of the American Arbitration Association the obtaining.

9. This agreement shall bind our successors, heirs, and assigns.

Executed as of the 25th day of May, 1988.

Robert L. Stout
Robert L. Stout

Kathryn B. Finley
Kathryn B. Finley

Cumberland Builders, Inc.

By: [signature]

Copy

Exhibit B

This instrument was prepared by:
Weldon B. White, Jr.
162 Fourth Avenue North
Nashville, TN 37219

WARRANTY DEED
WITH RETAINED EASEMENT

ADDRESS NEW OWNER (s) AS FOLLOWS:	SENT TAX BILLS TO	MAP PARCEL NO.
Robert L. Stout Kathryn B. Finley 230 Great Circle Road Nashville, TN 37228	SAME	

FOR AND IN CONSIDERATION of the sum of ten dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cumberland Builders, Inc., a Tennessee corporation herein called Grantor has this day bargained and sold and does hereby transfer and convey unto Robert L. Stout and Kathryn B. Finley as tenants in common hereinafter called Grantee and their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit A attached hereto which is incorporated by reference as if copied verbatim herein.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest belonging to the said Grantee, their heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is encumbered except as set forth on Exhibit B attached hereto which is incorporated by reference as if copied verbatim herein.

Grantor further covenants and binds itself and its successors, to warrant and forever defend the title to said real estate to Grantee, their heirs and assigns against the lawful claims of all persons.

Witness my hand this 25th day of May, 1988.

Cumberland Builders, Inc.

By: L. H. Hardaway & Pres.

Robert L. Stout
Robert L. Stout

Kathryn B. Finley
Kathryn B. Finley

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State aforesaid, L. H. Hardaway, Sr., with whom I am personally acquainted and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the maker being authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office in Nashville, Tennessee this 25th day of May, 1988.

Weldon B White Jr
Notary Public

My Commission Expires: March 11, 1991

Copy

Exhibit B

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Robert L. Stout and Kathryn B. Finley with whom I am personally acquainted, and who upon their oaths acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 25th day of May, 1988.

Debra D. Rice
Notary Public

My Commission Expires: 3/11/91

The actual consideration or value, whichever is greater, for this transfer is $ 0.

Weldon B. White, Jr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Subscribed and sworn to before me, this the 25th day of May, 1988.

Debra D. Rice
Notary Public

My Commission Expires: 3/11/91

Copy

Exhibit B

EXHIBIT "A"

A tract of land in the Second Civil District of Nashville, Davidson County, Tennessee lying along the Easterly margin of Old Buena Vista Road between Stoker's Lane and Trinity Lane and being more particularly described as follows:

Beginning at an iron pin in the Easterly margin of Old Buena Vista Road said pin being 942 feet, more or less, from the intersection of the Northerly margin of Stoker's Lane (50 feet R.O.W.) and the Easterly margin of said Old Buena Vista Road; thence leaving said margin of Old Buena Vista Road and with the Southerly line of the Elroy Johnson Tract as evidenced in Book 4431, page 119, Register's Office for Davidson County, Tennessee, N 59 degrees 49' 42" E a distance of 420.00 feet to a point; thence leaving said line and severing the lands of Robert Stout and Kathryn Finley as evidenced in Book 7267, page 267, said Register's Office, S 66 degrees 04' 36" E a distance of 280.58 feet to a point; thence continuing, with a curve to the left, having a radius of 477.62 feet (central angle of 15 degrees 24' 38", a chord bearing of S 17 degrees 13' 05" W, and chord distance of 111.54 feet) a distance of 111.79 feet to a point; thence continuing, with a curve to the right, having a radius of 486.35 feet (central angle of 15 degrees 37' 19", a chord bearing of S 18 degrees 19' 25" W, and a chord distance of 132.20 feet), a distance of 132.61 feet to a point; thence continuing, S 63 degrees 51' 56" E a distance of 40.00 feet to a point; thence continuing, with a curve to the right, having a radius of 526.35 feet (central angle of 8 degrees 09' 51", a chord bearing of S 17 degrees 13' 05" W and a chord distance of 74.94 feet), a distance of 75.00 feet to a point; thence continuing, S 55 degrees 42' 05" E a distance of 89.42 feet to a point in the Westerly line of Haynes, 2nd Free Silver Subdivision, as evidenced in Book 332, page 46, said Register's Office; thence with said Westerly line, S 64 degrees 58' 39" W a distance of 135.00 feet to a concrete monument in the Easterly margin of said Old Buena Vista Road; thence with said margin and with a curve to the left, having a radius of 741.20 feet (central angle of 17 degrees 34' 07", a chord bearing of N 51 degrees 14' 27" W, and a chord distance of 226.38 feet), a distance of 227.27 feet to a concrete monument; thence continuing, N 60 degrees 06' 58" W a distance of 367.00 feet to the Point of beginning and containing 3.956 acres, more or less.

Being part of the same property conveyed to Cumberland Builders, Inc., a Tennessee corporation, by deed from Robert Stout and Kathryn Finley of record in Book 7552, page 108, Register's Office for Davidson County, Tennessee.

Copy

EXHIBIT B

1. 1988 Taxes not yet due and payable.

2. Cumberland Builders, Inc. retains for the benefit of Cumberland Builders, Inc., its successors and assigns and for the benefit of the owners from time to time of the property now owned by Cumberland Builders, Inc. and known as Phase 1 and Phase 2 of Nocturne Forest Subdivision or any portion thereof ("Grantor's Property") and such owners tenants, permittees, guests, and licensees a perpetual, non exclusive easement appertenant to Grantor's Property for ingress, egress passage and use for vehicular and pedestrian ingress to and egress from Nocturne Forest Subdivision and for the purpose of drainage of surface water, upon the land described as follows:

A tract of Land in the 2nd Civil District of Nashville, Davidson County, Tennessee, along the Easterly margin of Old Buena Vista Road between Stokers Lane and Trinity Lane and being more particularly described as follows:

Beginning at a concrete monument 3.71' from the South Easterly most corner of Stout and Finley as evidenced in Book 7267 Page 267 R.O.D.C., TN., on the Easterly margin of Old Buena Vista Road, thence

1) Thence with the said margin, with a curve to the left having a radius of 741. 20 feet, a central angle of 7 degrees 29 minutes 00 seconds, a tangent of 48.47 feet, a chord length of 96.74 feet with a bearing of north 46 degrees 29 minutes 6 seconds west, and a curve length of 96.81 feet to a point;

2) Thence leaving said margin and severing said land of Finley and Stout, with a curve to the left having a radius of 25.00 feet, a central angle of 86 degrees 15 minutes 30 seconds, a tangent of 23.42 feet, a chord length of 34.18 feet with a bearing of north 86 degrees 38 minutes 39 seconds east, and a curve length of 37.64 feet to a point;

3) Thence continuing north 43 degrees 30 minutes 54 seconds east, a distance of 1.82 feet to a point;

4) Thence continuing with a curve to the left having a radius of 481.35 feet, a central angel of 17 degrees 22 minutes 50 seconds, a tangent of 73.57 feet, a chord length of 145.46 feet with a bearing of north 34 degrees 49 minutes 29 seconds east, and a curve length of 146.02 feet to a point;

5) Thence continuing south 63 degrees 51 minutes 56 seconds east, a distance of 50.00 feet to a point;

6) Thence with a curve to the right having a radius of 531.35 feet, a central angle of 17 degrees 22 minutes 50 seconds, a tangent of 81.22 feet, a chord length of 160.57 feet with a bearing of south 34 degrees 49 minutes 29 seconds west and a curve length of 161.81 feet to a point;

7) Thence south 43 degrees 30 minutes 54 seconds west, a distance of 1.82 feet to a point;

8) Thence with a curve to the left having a radius of 25.00 feet, a central angel of 86 degrees 15 minutes 30 seconds, a tangent of 23.42 feet, a chord length of 34.18 feet with a bearing of south 0 degrees 23 minutes 9 seconds west, and a curve length of 37.64 feet to the point of beginning and containing 9,161.98 square feet or 0.21 acres more or less.

Being a portion of the property conveyed to Cumberland Builders, Inc. by deed of record in Book_____ Page_____ R.O.D.C., TN.

The maintenance of the paving, curbs and sidewalks on the area of the easement shall be the responsibility of Stout and Finley or their successors in title. In the event that Stout and Finley shall fail to

Copy

Exhibit B

maintain any electronic entrance gate, the paving and concrete in a usable, clean and orderly condition reasonably clear of waste, debris, ice and snow and does not cure such failure within thirty days after receipt of written notice, Cumberland Builders, Inc. may cause necessary maintenance to be performed. Cumberland Builders, Inc. shall first obtain three bids for the work and use the lowest bidder. Amounts expended in performing such maintenance shall be due and payable on demand from Stout. If not paid within thirty days after written demand such amounts shall bear interest at the maximum rate allowable under Tennessee law and Cumberland Builders, Inc. shall be entitled to collect all reasonable cost and expenses of collection including without limitation reasonable attorney fees incurred by Cumberland Builders, Inc.

Copy