Davidson County DEEDQC
Recvd: 08/01/06 12:39 11 pg
Fees:57.00 Taxes:0.00

20060801-0093361

THIS INSTRAMENT PREPARED BY
A.A. Johnson, Jr.
Nashville, TN

Tax Map and Parcel#:
Matt Bright
1510 Old Hickory Blvd
Nashville TN 37027

SAME

Map 158, Part of parcel 50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, is $10.00.

Affiant

Subscribed and sworn to before me this the 31th day of July 2006.

SAUNDRA K. MORRISON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

Notary Public (affix seal) My Commission expires: 11-24-07

QUITCLAIM DEED AND EASEMENTS

THIS QUITCLAIM DEED AND EASEMENTS, is made as of the date of the first notarization below, by and between William Irby Bright, III, and wife, Patrice Hamby Bright (the "Grantors" or the "Grantees II" herein), and Matthew Allen Bright, a married man (the "Grantee" or the "Grantor II" herein).

WITNESSETH: THAT, For and in consideration of the sum of $10.00 and other good and valuable considerations, in hand paid to the Grantors, receipt whereof is hereby acknowledged, the Grantors herein have quitclaimed and released unto the Grantee, and do hereby quitclaimed and release unto Matthew Allen Bright, and his heirs, administrators and assigns ("Grantee"), the following described "Property" located in Davidson County, Tennessee:

A PARCEL OF LAND CONSISTING OF APPROXIMATELY 2.006 ACRES:
SEE THE LEGAL DESCRIPTION CONTAINED ON EXHIBIT A HERETO, WHICH IS INCORPORATED BY REFERENCE AS IF FULLY COPIED HEREIN.

Said Property is unimproved property, having an address at c/o 1520 Old Hickory Boulevard, Nashville (City of Forest Hills) Tennessee 37027 (County of Davidson) (the "Property Address" herein).

TOGETHER WITH all easements, rights, hereditaments and appurtenances, now or hereafter a part of the Property, and which may benefit the same. Said easements include, but are

not limited to, a certain non-exclusive, permanent "Easement for Utilities, Ingress and Egress", described as follows:

> A PARCEL OF LAND 26 FEET WIDE, RUNNING ALONG THE SOUTHERLY MARGIN OF THE GRANTOR'S LANDS TO THE WEST OF THE LAND QUITCLAIMED ON EXHIBIT A HEREOF, AND BEING A PARCEL OF LAND 26 FEET WIDE, RUNNING ALONG THE NORTHERLY MARGIN OF THE GRANTEE'S LANDS TO THE SOUTH OF THE LAND QUITCLAIMED ON EXHIBIT A HEREOF; SEE THE LEGAL DESCRIPTION CONTAINED ON EXHIBIT B HERETO, WHICH IS INCORPORATED BY REFERENCE AS IF FULLY COPIED HEREIN.

Said "Easement for Utilities, Ingress and Egress" is hereby quitclaimed and released unto the Grantee, for the purpose of installing and maintaining utilities, and for the improvement and paving thereof, and for ingress and egress to and from the lands of the Grantors to and from the lands of the Grantee; and

The said Grantee (assuming the position of Grantor II herein, does hereby quitclaim and release a reciprocal easement in the said "Easement for Utilities, Ingress and Egress" unto the Grantors (as Grantees II herein), for the purpose of installing, improving, repairing and maintaining utilities, and for the improvement and paving of a road thereon, and for ingress and egress to and from the lands of the Grantor II, to and from the lands of the Grantees II; and for utilities, ingress and egress (for the purpose of installing, improving, repairing and maintaining utilities, and for the improvement and paving of a road thereon) to and from the existing 26 foot easements described in Book 9458, page 984 and 988, Register's Office for Davidson County, Tennessee.

And, the said Grantee (again, assuming the position of Grantor II herein), does hereby quitclaim and release a permanent, exclusive easement for the septic field shown on Exhibit C hereto (and lying in the northwest corner of the 11.862, + or -, acres owned by the Grantee herein) unto the Grantors (as Grantees II herein), for the purpose of installing, improving, repairing and maintaining a septic field, and for ingress and egress to and from their lands to the north thereof), and, in general, to benefit the lands of the Grantees II lying to the northwest of the 11.862, + or -, acres owned by the said Grantee (as Grantor II hereof). There are no warranties or representations given, relative to the said septic field, as to its fitness for any purpose.

This quitclaim deed is given subject to City of Forest Hills municipal ordinances, rules and regulations, current taxes, any matters of survey and inspection, and all matters and encumbrances of record in the Register's Office for Davidson County, Tennessee.

Scarlett Bright, wife of the Grantee, joins in the execution hereof. for the sole purpose of quitclaiming to the Grantors whatever marital interest, spousal share claims and any other homestead or dower interest there might be (as it pertains to being the spouse of the Grantee), and whatever other right, title and interest she may have in the property which is the subject hereof.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the Grantors and the Grantee have executed this deed.

William Irby Bright, III

Patrice Hamby Bright

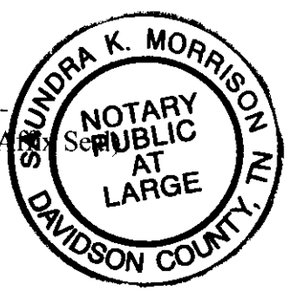
Matthew Allen Bright

Scarlett Bright

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 31st day of July, 2006, before me personally appeared Matthew Allen Bright, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/such person (or persons) executed the same as his/her/such person's free act and deed. Witness may hand and seal at Nashville, Tennessee, on the day and year set forth above.

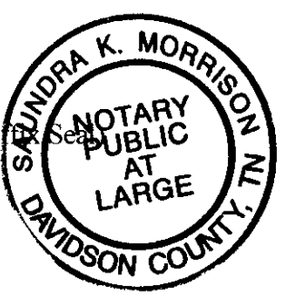
Saundra K. Morrison
Notary Public (Affix Seal)
My Commission Expires: 11-24-07



STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 31st day of July 2006, before me personally appeared Scarlett Bright, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he/she/such person (or persons) executed the same as his/her/such person's free act and deed. Witness my hand and seal at Nashville, Tennessee, on the day and year set forth above.

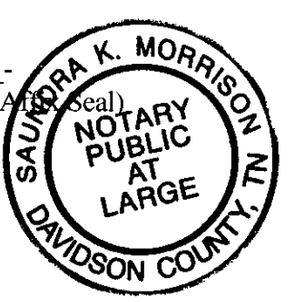
Saundra K. Morrison
Notary Public (Affix Seal)
My Commission Expires: 11-24-07



STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 31ST day of July 2006, before me personally appeared William Irby Bright, III and wife, Patrice Hamby Bright, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he/she/such person (or persons) executed the same as his/her/such person's free act and deed. Witness my hand and seal at Nashville, Tennessee, on the day and year set forth above.

Saundra K. Morrison
Notary Public (Affix Seal)
My Commission Expires: 11-24-07



2.006 acres + Ingress, Egress and Utility Easement
Off Old Hickory Blvd
Nashville, TN 37027

OPTION TO PURCHASE LAND AGREEMENT

THIS AGREEMENT dated this as of the date last signed on the signature page hereof, by and between Matthew Allen Bright, a married man (hereinafter referred to as "Optionor") and William Irby Bright, III, and wife, Patrice Hamby Bright (hereinafter referred to as "Optionee").

WITNESSETH:

THAT, WHEREAS, Optionor is the fee simple owner of a parcel of land, consisting of 2.006 acres, more or less, located off the southerly margin of 1510 Old Hickory Boulevard, in Nashville, Davidson County, Tennessee, which property is identified on the records of the Davidson County Tax Assessor as Map 158, part of parcel 50, which property is described on Exhibit A hereto (the "Property" herein).

NOW, THEREFORE, for and in consideration of the cash sum of TEN ($10) DOLLARS and others valuable considerations, cash in hand paid by each party to the other, receipt whereof is hereby acknowledged, the Optionor and Optionee hereby agree that:

I. Option Agreement: Optionor grants a first option to the Optionee (or to either of them) to purchase the Property, together with the Easements described on Exhibit B hereto.

II. Purchase Price: The Purchase Price for the Property shall be $10.00, together with the agreement to pay any debt (if any) which may be secured by the Property.

III. Closing Date and Closing: The parties agree to close this transaction on or before the 1825th day from the date hereof (the "Closing Date"). Possession of the Property shall be delivered with a Quitclaim Deed to the Property and the Easement. The Closing shall be held at the office of the Optionee's counsel.

IV. Title of the Property: The Optionor shall execute and deliver a Quitclaim Deed, conveying fee simple title to the Property, in the condition previously transferred to the Optionor by the Optionee, except any liens placed thereon by the Optionor.

V. Closing Costs: Taxes in the year of Closing be prorated and assumed by the Optionee. Optionor shall pay for preparation of deed and closing statements. Optionee shall pay for the Owners' title insurance policy. Optionee shall pay his costs of recording. Each party will pay their own attorney's fees.

VI. Commissions: Each of the parties represents and warrants unto the other that they have not employed or dealt with any real estate agents or brokers in connection with the sale or

purchase of the Property. There are no commissions payable, to the knowledge of the parties hereto. If any commissions are in fact due and payable, the party responsible for such agent's involvement shall be responsible for and indemnify the other party against all loss or damage arising out of the agent's claims, including court costs and attorneys fees.

VII. Notices: Any notice or election required or permitted to be given or served by any party hereto upon any other party shall be deemed given or served in accordance with the provisions of this Agreement, if said notice or election is directed to Optionor by delivering it personally to Optionor; or if said notice or election is directed to Optionee, by delivering it personally to Optionee, or if mailed by United States registered and certified mail when deposited, return receipt requested, postage prepaid, properly addressed as follows:

If to Optionee:	1520 Old Hickory Boulevard Nashville, TN 37027
If to Optionor:	1510 Old Hickory Blvd. Nashville TN 37027

Each such mailed notice of communication shall be deemed to have been given to, or served upon, the party to which addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, or forwarded by a nationally recognized overnight courier service, properly addressed in the manner above provided. Each such sent or deposited notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the sending or deposited in the means of transmission and in the manner above provided.

VIII. Miscellaneous: This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto. All covenants, agreements, warranties and provisions of this agreement shall survive the Closing and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Scarlett Bright, wife of the Optionor, agrees to join in the execution of the proposed Quitclaim Deed, for the sole purpose of quitclaiming to the Optionee whatever marital interest, spousal share claims and any other homestead or dower interest there might be (as it pertains to being the spouse of the Optionor), and whatever other right, title and interest she may have in the property which is the subject of the said Quitclaim Deed (including easements).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates indicated below.

Accepted by the Optionor on the 31st day of July, 2006.

OPTIONOR:

By: _____
Matthew Allen Bright, a married man

By: _____
Scarlett Bright, his wife

Offered by Optionee the 31st day of July, 2006.

OPTIONEE:

By: _____
William Irby Bright III

By: _____
Patrice Hamby Bright

7-31-06
Saundra K. Morrison
11-24-07

SAUNDRA K. MORRISON
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN

July 18, 2006
Property Description
2.006± Acres Part of
[redacted]**.. Bright Acres Farm**
Part of Parcel 50 / Property Map 158
City of Forest Hills, Davidson County, Tennessee

By: W.R. Seigenthaler
Tennessee. Registered Land Surveyor
License Number 177

Land lying in the City of Forest Hills, Davidson County, Tennessee, and being located north of Old Hickory Boulevard, and west of the intersection of Old Hickory Boulevard and Bridlewood Lane, and being further described as follows:

Beginning at point at the southwest corner of the herein described tract, said beginning point being located South 87 degrees 18 minutes 28 seconds East 315.00 feet, and South 74 deg 00 min 32 sec East 10.30 feet from the northwest corner of an 11.862 acre tract conveyed to Matthew Allen Bright by Quitclaim Deed from Beth Ann Bright of record in Instrument Number 20040518-0057868, Register's Office for Davidson County, Tennessee. Thence, from said point of beginning North 12 deg 09 min 16 sec East 146.08 feet to a point; thence North 20 deg 54 min 55 sec East 223.74 feet to a point in the south margin of a 30 ft. wide easement for a roadway; thence with the south margin of said 30 ft. wide easement South 59 deg 49 min 30 sec East 192.73 feet to an iron pin at the northwest corner of Lot 1 of Four Oaks Subdivision of record in Plat Book 4675, page 120, Register's Office for Davidson County, Tennessee; thence with the west boundary line of said Lot 1, South 3 deg 55 min 29 sec East 341.89 feet to a point being the southeast corner of the herein described tract and also being the northeast corner of the afore mentioned 11.862 acre tract conveyed to Matthew Allen Bright; thence with the north line of said 11.862 acre tract North 74 deg 00 min 32 sec West 312.75 feet to the point of beginning, and containing 2.006 acres, more or less, or 87,380 square feet.

Being part of the same property conveyed to William Irby Bright, III, and wife, Patrice Hamby Bright by Quitclaim Deed from Douglas S. Hale, Trustee, of record in Instrument Number 20000419-0039088, Register's Office for Davidson County, Tennessee.

EXHIBIT A

July 18, 2006

EASEMENT DESCRIPTION
Parcel 104 / Property Map 158
City of Forest Hills, Davidson County, Tennessee

EASEMENT FOR UTILITIES, INGRESS AND EGRESS

A permanent easement 26 feet in width and running parallel with, and adjacent to, and south of the northern boundary of an 11.862 acre tract conveyed to Matthew Allen Bright by Quitclaim Deed from Beth Ann Bright of record in Instrument Number 20040518-0057868, Register's Office for Davidson County, Tennessee, being more particularly described as follows;

Beginning at a point, being the northeast corner of an existing 26 ft. wide easement for ingress, egress and utilities conveyed to William Irby Bright, III, and wife Patrice Hamby Bright by Douglas S. Hale, Trustee, of record in Book 9458, page 984, Register's Office for Davidson County, Tennessee; thence with the east margin of said existing 26 ft. wide easement South 2 degrees 41 minutes 32 seconds West 51.00 feet to a point being the beginning of a curve to the northeast, said curve having a radius of 25.00 feet, a central angle of 90 deg 00 min 00 sec, a tangent of 25.00 feet and a chord bearing North 47 deg 41 min 41 sec East 35.36 feet; thence northeastwardly around the curve 39.27 feet to a point; thence with the south margin of the herein described 26 ft. wide easement South 87 deg 18 min 28 sec East 260.97 feet to a point; thence South 74 deg 00 min 32 sec East 284.25 feet to a point being the beginning of a curve to the southeast, said curve having a radius of 25.00 feet, a central angle of 70 deg 05 min 03 sec, a tangent of 17.53 feet, and a chord bearing South 38 deg 58 min 00 sec East 28.71 feet; thence southeastwardly around the curve 30.58 feet to a point in the west margin of another existing 26 ft. wide easement for ingress, egress and utilities conveyed to William Irby Bright, III, and wife Patrice Hamby Bright by Douglas S. Hale, Trustee, of record in Book 9458, page 988, Register's Office for Davidson County, Tennessee; thence with the west margin of said existing 26 ft. wide easement North 3 deg 55 min 29 sec West 45.19 feet to the northwest corner of said existing 26 ft. wide easement; thence with the north boundary line of the herein described easement and with the north boundary line of the afore mentioned 11.862 acre tract conveyed to Matthew Allen Bright North 74 deg 00 min 32 sec West 295.40 feet to a point; thence North 87 deg 18 min 28 sec West 289.00 feet to the point of beginning.

EXHIBIT B
1

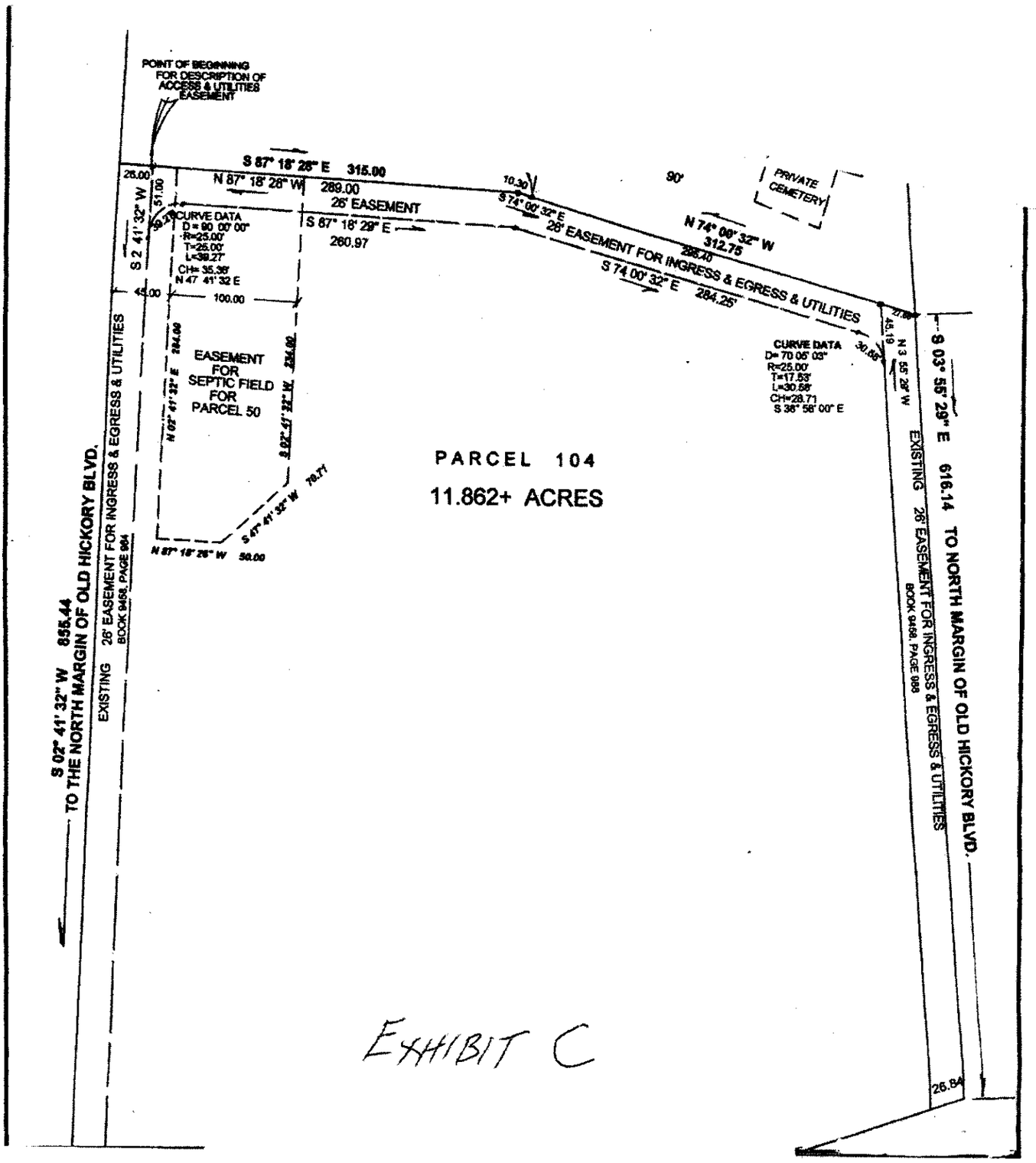

POINT OF BEGINNING FOR DESCRIPTION OF ACCESS & UTILITIES EASEMENT
S 87° 18' 28" E 315.00
N 87° 18' 28" W 289.00
26' EASEMENT
S 87° 18' 29" E 260.97
CURVE DATA
D = 90° 00' 00"
R=25.00'
T=25.00'
L=39.27'
CH= 35.36'
N 47° 41' 32 E
S 2 41' 32" W
51.00
100.00
EASEMENT FOR SEPTIC FIELD FOR PARCEL 50
N 02° 41' 32" E 284.00
S 02° 41' 32" W 284.00
S 47° 41' 32" W 70.71
N 87° 18' 28" W 50.00
PARCEL 104
11.862+ ACRES
S 74° 00' 32" E
10.30
90'
PRIVATE CEMETERY
N 74° 00' 32" W
312.75
288.40
26' EASEMENT FOR INGRESS & EGRESS & UTILITIES
S 74° 00' 32" E 284.25'
CURVE DATA
D= 70° 05' 03"
R=25.00'
T=17.53'
L=30.58'
CH=28.71
S 36° 58' 00" E
45.19
N 3 55' 29" W
S 03° 55' 29" E 616.14 TO NORTH MARGIN OF OLD HICKORY BLVD.
EXISTING 26' EASEMENT FOR INGRESS & EGRESS & UTILITIES
BOOK 9468, PAGE 988
26.84
S 02° 41' 32" W 855.44
TO THE NORTH MARGIN OF OLD HICKORY BLVD.
EXISTING 26' EASEMENT FOR INGRESS & EGRESS & UTILITIES
BOOK 9468, PAGE 984

EXHIBIT C