Davidson County DEEDWARR
Recvd: 07/16/07 12:35 5 pgs
Fees:28.00 Taxes:518.00
20070716-0084328

OWNER/RESPONSIBLE TAXPAYER:
Coconuts, LLC
500 Henley Street, Suite 200
Knoxville, TN 37902
Tax I.D. No. 142-00-0-359.00

THIS INSTRUMENT PREPARED BY:
Joseph H. Huie, Attorney
CROLEY, DAVIDSON & HUIE, PLLC
1500 First Tennessee Plaza
Knoxville, Tennessee 37929
File No. 85552

# WARRANTY DEED

**THIS INDENTURE made as of this 10 day of July, 2007, between HICKORY I, LLC, a Tennessee limited liability company, First Party, and COCONUTS, LLC, a Tennessee limited liability company, Second Party:**

**W I T N E S S E T H**

**THAT SAID FIRST PARTY, for and in consideration of the sum of TEN NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:**

**Being a tract of land in the western portion of Davidson County, lying in the 22nd Council District of Nashville, Tennessee. Tract being known as Lot 8 of the Final Plat of the Re-subdivision of Lot 7 Galleries at Bellevue as recorded in Plat Instrument #20010306-0021171 Registers Office Davidson County (RODC). Tract bounded on the northeast by JRN, Inc. as recorded in Instrument #20031015-0153055 RODC, also on the northeast by Byrd, Mann, McAfee, Neal, Watson etal as recorded in Instrument #200103200026647 RODC, on the southeast by TRU 2005 REI, LLC as recorded in Instrument #200601060002462 RODC, on the southwest by Draper, Lloyd, Tr. For CCI Trust as recorded in Book 9519, Page 782 RODC, and on the northwest by Right-of-Way (R/W) of Coley-Davis Road (R/W varies). Tract being described as follows:**

**POINT OF BEGINNING being a found iron rod with a Cherry Land Surveying cap at the northeast corner of the tract being described, said point lying on the southerly R/W margin of Coley-Davis Road; thence leaving said R/W South 41°06'28" East 195.58 feet to a found iron rod with a Cherry Cap; thence South 41°06'41" East 131.01 feet to a set point; thence South 48°46'57" West 94.27 feet to a found PK nail; thence North 41°13'03" West 77.00 feet to a found PK nail; thence North 48°46'57" East 51.00 feet to a set point; thence North 41°06'41" West 244.79 feet to a set point in the southerly R/W margin of Coley-Davis Road; thence with said R/W margin and with a curve to the left having a radius of 408.57 feet, an arc length of 43.72 feet, a central angle of 6°07'51", a chord bearing and distance of North 42°28'16" East 43.70 feet to the point of beginning. Containing 17,979 square feet or 0.41 acres. Bearings based on Instrument#200310150153055 RODC.**

**BEING part of the same property conveyed to Hickory I, LLC, by Warranty Deed from Montclair Investment Corporation, dated December 30, 2002, and recorded as Instrument No. 20030102-0000641, in the Davidson County Register's Office.**

**TOGETHER with appurtenant easements contained in that Reciprocal Easement and Operation Agreement recorded in Book 8323, page 183, as amended in Book 8394, page 993, as amended in Book 9214, page 962, as amended in Book 9720, page 53; as affected by Memorandum of Agreement between The Bellevue Galleries, L.P. and Toys "R" US, Inc., dated July 3, 1991, of record in Book 8395, page 6, as amended by Instrument Nos.** 20070716 0084322, 20070716 0084323, 20070716 0084324, 20070716 0084325, 20070716 0084326 **and** 20070716 0084327 **all in the**

Davidson County Register's Office (see the attached Exhibit "A" - record exceptions to title).

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein, including homestead. TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns forever.

AND said First Party, for itself and its successors and assigns, does hereby covenant with said Second Party, its successors and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever; provided, however, this conveyance is made subject to the matters set forth on Exhibit "A" attached and 2007 taxes which shall be prorated as of the date of closing and which Second Party assumes and agrees to pay.

And, as a part of the consideration for this transaction, the Second Party, for itself, its successors an assigns, does hereby agree and consent to the reconfiguration of the drives, curbing, parking and building(s) on Lot 1, the Galleries at Bellevue, according to the Reconfiguration Plan attached hereto as Exhibit "B".

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has caused this instrument to be executed as of the day and year first above written.

HICKORY I, LLC

By: _____

J. Thomas Holland, II,
Managing Member

STATE OF Tennessee

COUNTY OF Davidson

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, J. THOMAS HOLLAND, II, 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 Managing Member of HICKORY I, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Managing Member.

WITNESS my hand and official seal at office this 10 day of July, 2007.

_____

Notary Public

My Commission Expires: 11-22-08

ROBERT G. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

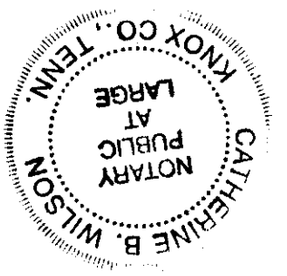
I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $ 140,000.00.

Joseph H Hess, agent
Affiant

Subscribed and sworn to before me this 13th day of July, 2007.

Catherine B. Wilson
Notary Public

My Commission Expires: 12-22-07



## EXHIBIT "A"

1. **Terms and provisions of Reciprocal Easement and Operation Agreement recorded in Book 8323, page 183, as amended in Book 8394, page 993, as amended in Book 9214, page 962, as amended in Book 9720, page 53, in the Davidson County Register's Office.**

2. **Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement dated January 7, 1994, of record in Book 9214, page 985, in the Davidson County Register's Office.**

3. **Matters depicted or disclosed by survey of Douglas W. Ball-Chandler, Latitude Land Surveying, Inc., 441 Donelson Pike, Suite 300, Nashville, TN, RLS No. 2588, dated on October 6, 2006, revised on April 18, 2007, Job No. 2006-001.**

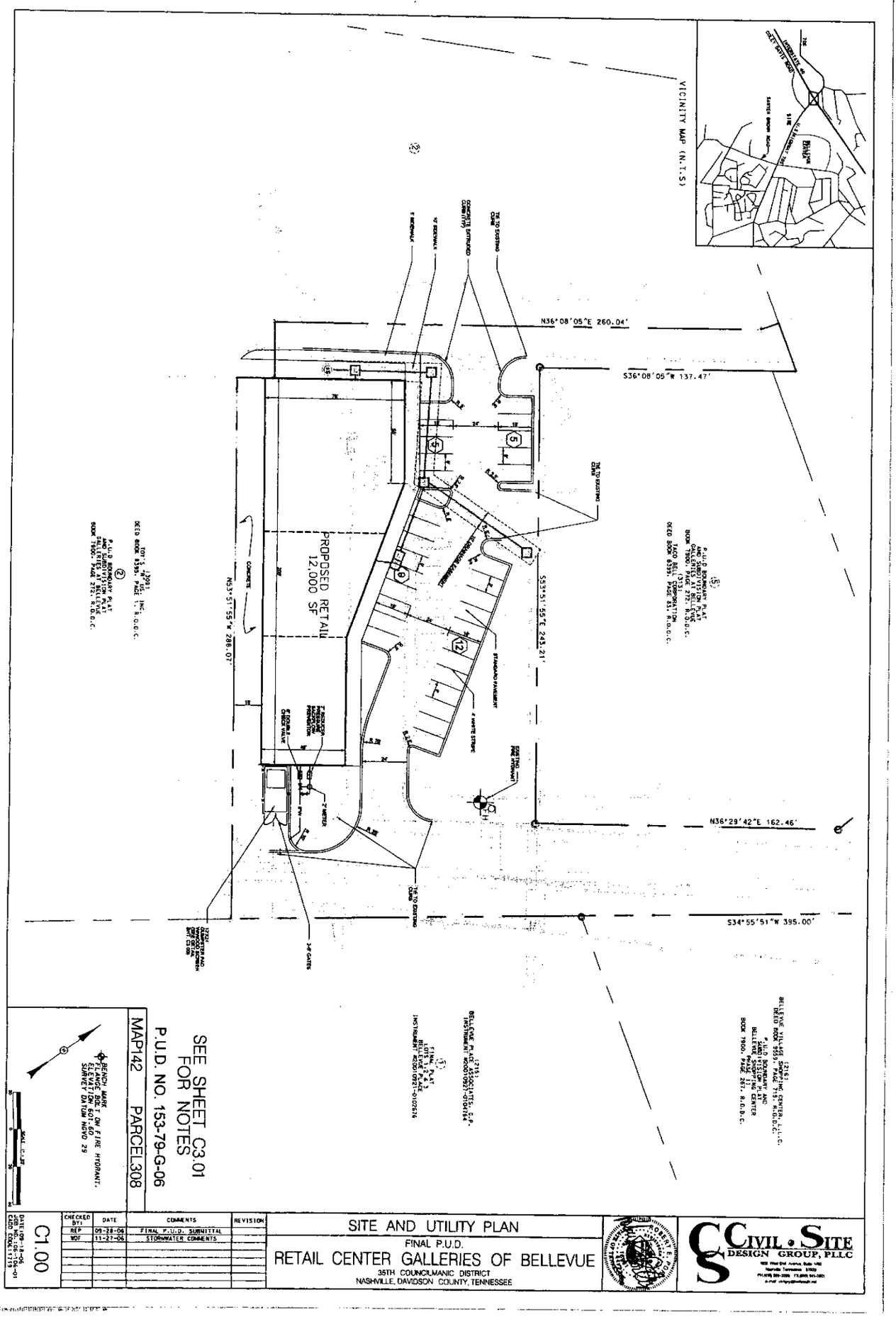
4. **Matters depicted or disclosed by map of record in Book 7900, page 534, in the Davidson County Register's Office.**

5. **Memorandum of Agreement between The Bellevue Galleries, L.P. and Toys "R" US, Inc., dated July 3, 1991, of record in Book 8395, page 6, in the Davidson County Register's Office.**

6. **Declaration of Restrictive Covenant filed of record in Book 8399, page 90, in the office of the Davidson County Register of Deeds.**

7. **Matters depicted or disclosed by plats recorded in Book 7900, page 272, and as Instrument No. 20010306-0021171, in the Davidson County Register's Office, to include the following:**
   a. **public utility easement of 20 feet along Coley Davis Road;**
   b. **15 foot drainage easement crosses the property;**
   c. **proposed 10 foot water line easement crosses the property;**
   d. **20 foot sanitary sewer easement crosses the property.**

# EXHIBIT "B" – RECONFIGURATION OF LOT 1, THE GALLERIES




C:\DOCUME~1\Tom\LOCALS~1\Temp\Temporary Internet Files\Content.IE5\4BCV4L2D\Holland Galleries Lot 8 Coconuts reconfiguration consent 071007.doc