Record & Return To:
Watauga Title Company
155 Franklin Road, Suite 120
Brentwood, TN 37027

Davidson County DEEDWARR
Recvd: 08/29/07 08:41 6 pgs
Fees:33.00 Taxes:6993.00
20070829-0103481

081607

WARRANTY DEED

FROM: McCrory Lane Partners, LLC,
a Tennessee limited liability company

TO: J. D. Eatherly

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Attorney
Suite 2600, 410 Church Street
Nashville, TN 37219

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL
J. D. Eatherly	SAME	Tax Map and parcel #
Vastland Realty Group		Part of 126-00-0-064.00
1720 West End Avenue	SAME	
Suite 600		
Nashville TN 37203		

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,890,000.00

Affiant

Subscribed and sworn to before me, this 23rd day of August, 2007.

My Commission Expires: Jan. 23, 2010 (Affix Seal) Notary Public

PEGGY DAVIS
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
My Commission Expires JAN. 23, 2010

(FOR REGISTER'S USE)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars and other good and valuable considerations, cash in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, McCRORY LANE PARTNERS, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto, J. D. EATHERLY, and his heirs, administrators and assigns (the "Grantee " herein), certain land in Davidson County, State of Tennessee, described as follows, to-wit:

SEE EXHIBIT "A" – the Subject Property
FOR A MORE PARTICULAR LEGAL DESCRIPTION
AND DERIVATION CLAUSE, and EXCEPTIONS TO TITLE

TOGETHER with all rights of Grantor in and to such easements and rights as may be appurtenant thereto, and all rights of Grantor, if any, in any abutting or surrounding streets,

alleys, roadways or public rights-of-way, to the center line thereof (but LESS any of the same, if contained within the boundaries of a public highway, street, roadway, right of way, easement or alley; and all governmental matters relating to utilities, zoning, restrictions, prohibitions and requirements imposed by governmental authority; matters of survey and inspection; water mains and utility easements;), and TOGETHER with all improvements and fixtures thereon (collectively, the "Property" and/or the "Subject Property" herein).

SAVE AND EXCEPT FOR any printed exceptions on the owner's title insurance policy delivered to the Grantee today

> The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

This is unimproved property, known as part of 7848 McCrory Lane, Nashville, Tennessee 37221.

Further, this conveyance is given subject to:

and subject to any utility easements lying within a vacated alleyway, and and

TO HAVE AND TO HOLD the said property with the appurtenances, estate, title and interest thereto belonging to the said J. D. EATHERLY, and his heirs, administrators and assigns, forever.

And Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said Property in fee simple; has a good right to convey it, and the same is unencumbered except as herein set forth.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said Property to the said Grantee, his heirs and assigns, against the lawful claims of all persons and as otherwise excepted herein.

DISCLAIMER: BY TAKING TITLE HERETO, GRANTEE ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANY REAL ESTATE BROKER, AGENT, OFFICER, EMPLOYEE, SERVANT OR REPRESENTATIVE OR GRANTOR HAS MADE ANY REPRESENTATIONS WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS TRANSACTION OR ANY FACET THEREOF, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REPRESENTATIONS AS TO THE PHYSICAL NATURE OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY OR ANY PORTION THEREOF OR THE EXISTENCE, USE, OWNERSHIP, OCCUPANCY, OPERATION AND/OR MAINTENANCE THEREOF, AND GRANTEE FURTHER AGREES TO ACCEPT THE PROPERTY IN "AS IS, WHERE-IS" CONDITION AS OF THE DATE OF THE CLOSING, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE PROPERTY IS SUITABLE OR FIT FOR ANY USE OR PURPOSE, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT. GRANTEE AGREES THAT THE GRANTEE, IN EXECUTING, DELIVERING AND/OR PERFORMING THE SAID AGREEMENT FOR PURCHASE AND SALE, HAS NOT AND DOES NOT RELY UPON, AND THAT GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY, EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, PROPOSALS OR OTHER

INFORMATION PERTAINING TO THE PROPERTY OR THE OTHER DOCUMENTS SET FORTH OR DESCRIBED IN THE EXHIBITS OR SCHEDULES ATTACHED TO THE SAID AGREEMENT OF PURCHASE AND SALE (IF ANY), OR THE INCOME, FUTURE EXPENSES AND FUTURE OPERATIONS OF THE PROPERTY, MADE OR FURNISHED BY GRANTOR OR BY ANY ACCOUNTANT, ATTORNEY, AGENT, OFFICER, EMPLOYEE, SERVANT OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMSOEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS THE WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN THIS AGREEMENT. THE DELIVERY OF THIS DEED SHALL BE DEEMED TO BE FULL PERFORMANCE AND DISCHARGE OF EVERY AGREEMENT AND OBLIGATION ON THE PART OF THE GRANTOR.

WITNESS my signature as of this the 23rd day of August, 2007.

GRANTOR:
McCrory Lane Partners, LLC

By: _____
A. Harrison Johnson, Jr.,
Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Peggy Davis **, of the state and county aforementioned, personally appeared A. Harrison Johnson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person/himself to be the Vice President of McCrory Lane Partners, LLC, the within named bargainor, a Tennessee limited liability company, and that he/such person, as such Vice President, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Tennessee limited liability company by such person/himself as Vice President.**

Witness my hand and seal, at office in Nashville, Tennessee, this 23rd day of Augsut, 2007.

Peggy Davis **(Affix Notary seal)**

NOTARY PUBLIC
My Commission Expires: Jan. 23, 2010

PEGGY DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 23, 2010

Exhibit A 1
to Warranty Deed
LEGAL DESCRIPTION

Land lying in Nashville, Davidson County, Tennessee at the southeast intersection of McCrory Lane and Highway 70, south of the CSX railroad, and being a portion of parcel 64.00, property tax map 126.

Beginning at an iron pin on the east right of way of McCrory Lane at the intersection with the south right of way of the CSX railroad.

Thence: with the south right of way of the CSX railroad, South 59°19'56" East, 1945.36 feet to an iron pin.

Thence: 484.37 feet along the arc of a curve to the left, said curve having a radius of 3267.54 feet, a central angle of 08°29'36", and a chord bearing and distance of South 63°34'44" East, 483.93 feet to an iron pin on the west bank of the Harpeth River.

Thence: leaving the south right of way of the CSX railroad the following calls with the west bank of the Harpeth River, South 25 degrees 13'19" West, 259.71 feet to an iron pin.

Thence: South 32°13'01" West, 236.92 feet to an iron pin.

Thence: South 30°06'34" West, 351.96 feet to an iron pin.

Thence: South 32°50'48" West, 494.28 feet to an iron pin at the northeast corner of the Raymond Jones property as recorded in Deed book 4887, Page 727.

Thence: leaving the west bank of the Harpeth River and with the north line of Jones, North 60°55'48" West, 174.10 feet.

Thence: leaving the north line of Jones the following calls with a new line severing parcel 64.00, North 22°51 '38" East, 803.05 feet.

Thence: North 55°26'00" West, 752.69 feet.

Thence: North 58°43'29" West, 640.97 feet.

Thence: North 51°08'01" West, 281.05 feet.

Thence: North 54°52'36" West, 387.15 feet to the west right of way of McCrory Lane.

Thence: with said right of way, 56.88 feet along the are of a curve to the right, said curve having a radius of 2325.37 feet, a central angle of 01°24'06", and a chord bearing and distance of North 16°43'27" East, 56.88 feet to an iron pin.

Thence: North 17°25'29" East, 340.37 feet to the Point of Beginning and containing 30.00 acres, according to a survey by Smith Land Surveying, dated April 29,2001 and revised September 26, 2006.

Being part of **the same property conveyed to McCRORY LANE PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY by deed of record as Instrument No. 20060927-0119703,dated September 27, 2006, Register's Office for Davidson County, Tennessee.**

EXHIBIT A 2

TITLE EXCEPTIONS

1. **Davidson County taxes for 2007 have been prorated at closing; they constitute a lien, not yet due and payable.**

2. **Subject to a Grant of Private Water, Sewer and Gas Line Easements of record as Instrument No. 20030619-0085046, said Register's Office.**

3. **Subject to the right-of-way of McCrory Lane of record in Book 58, page 613, Book 178, page 512 and Book 548, page 435, said Register's Office.**

4. **Title to that portion of the premises, if any, embraced within the charter right-of-way of L & N Railroad k/n/a CSX Railroad.**

5. **Easement for the flow of the waters of the Harpeth River and the rights of the public therein.**

6. **Rights of upper and lower riparian owners to the flow of the water of Harpeth River, free from diminution or pollution.**

7. **Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Harpeth River.**

8. **Title to that portion of the land lying below the ordinary low water mark of the Harpeth River.**

9. **Title to that portion of the premises embraced within the bounds of any streets, roads or highways.**

10. **McCrory Lane Partners, LLC, for itself, its successor and assigns, reserves and retains a full, sufficient, unobstructed, perpetual, exclusive and unobstructed water and sewer easement (at least 20 feet wide) and right to tap / connect to (at no cost) the Grantee's sewer and water lines, from the place that the Grantee installs water and sanitary sewer and storm sewer lines on the Subject Property, which easement is to benefit and serve the adjoining property *known as the "Quarry Property", consisting of approximately 39 acres,* which McCrory Lane Partners, LLC has retained. Such easement shall be for installation, maintenance, repairs, replacements and continued service of Grantor's installed lines. If possible, such tap / connection to the Grantor's water and sewer line(s) shall be made with a "T" connection *as may be requested by the Grantor and permitted by the Harpeth Valley Utility District.* The Grantee's right to install such lines, as private lines, on the Subject Property shall be subject to the Grantor's right (but not the obligation) to maintain, repair, replace and service such lines as private lines. If the Grantee has not installed such water and/or sewer lines on the said Subject Property on or before the 1st day of June, 2009, then the Grantee assigns all his right, title and interest in and to the proposed water and/or sewer lines to the Grantor, absolutely and free and clear of any and all claims of any third parties, including any plans and specifications therefor; but the Grantor shall have no obligation to install such water and/or sewer lines.**

11. **Provided, the Grantee is in good standing with regard to the Grantor's rights, use**

and occupancy of the above water and sewer easement, the Grantee shall have a right of first refusal to purchase the said adjoining tract or parcels thereof, that may be offered for future development and sale to third parties. Such right of first refusal offer shall remain open for 10 days after being sent to the Grantee at Vastland Realty Group, 1720 West End Avenue, Suite 600, Nashville, Tennessee 37203; after the notice is sent, if the notice is not unconditionally accepted in writing by the Grantee within such 10 day period, it shall lapse and be of no further effect. Such right of first refusal must be accepted by Grantee on each and every term and condition as may be accepted by Grantor's third party buyer. There shall be no variances from the contract from which the right arises. If the Grantee lets the Grantor's notice / offer lapse or rejects the same, or attempts to vary the offer set out in the notice sent by the Grantor, then the Grantor may sell the parcel / property offered on the same terms and conditions (except as to the closing date therefor) to any third party, free and clear of any right of first refusal for that parcel / property offered in the future. Time is of the essence of this agreement.