Davidson County DEEDWARR
Recvd: 01/15/08 09:40 3 pgs
Fees:18.00 Taxes:12950.00

20080115-0004386

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transaction is $3,500,000.00

Affiant

Subscribed and sworn to before me on this 11th day of January, 2008.

Notary Public

TINA L. ARNETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Exp. 8-23-11

My Commission Expires: 8/23/11

This Instrument Was Prepared By:

J. Frank Rudy, Jr., Esq.
Rudy, Wood and Winstead, PLLC
1812 Broadway
Nashville, TN 37203

Address New Owner:	Send Tax Bills:	Map-Parcel Numbers:
C & D Development, LLC 2416 Music Valley Dr. Nashville, TN 37214	C & D Development, LLC 2416 Music Valley Dr. Nashville, TN 37214	62-151.00, 62-160 and 62-243.00

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fiddler's Inn, Inc., a Tennessee corporation, called the Grantor, has bargained and sold, and by these presents does hereby transfer and convey unto C & D Development, LLC, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson, County, Tennessee, (the "Property"), described more particularly as follows:

> Land in Davidson County, Tennessee, being Lots 1, 2A, 2B, 3 and 4, GRAND OLD GOLF SUBDIVISION, THIRD REVISION, as shown on plat of record in Plat Book 8250, Page 356, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.
>
> Being the same property conveyed by Deed from Smokehouse Development Corporation and Affiliated Service Corporation of Tennessee, a Joint Venture to Fiddlers Inn, Inc. as recorded on the

2nd day of August, 1984 in Book 6351, Page 342 and Special Warranty Deed from KPT Properties, L.P., a Delaware limited partnership to Fiddler's Inn, Inc., a Tennessee corporation as recorded on the 28th day of December, 2001 in Instrument No. 20011228-0143692, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered, except for those exceptions included on Exhibit A, attached hereto and incorporated herein by reference. Grantor does further covenant and bind itself, and successors and representatives, to warrant and forever defend the title to said land to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

Executed this 11th day of January, 2008.

Grantor:

Fiddler's Inn, Inc.

By: _____

Title: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, J. Frank Rudy, Jr. 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 of Fiddler's Inn, Inc. a Tennessee corporation, the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purposes therein contained.

Witness my hand, at office, this 11th day of January, 2008.

Tina L. Arnett
Notary Public

My commission expires:

8/23/11

TINA L. ARNETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Exp. 8-23-11

EXHIBIT A

1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of GRAND OLD GOLF SUBDIVISION, THIRD REVISION, as recorded in Plat Book 8250, Page 356;
2. Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 9605, Page 512;
3. Easement for Ingress/Egress, recorded in Book 6872, Page 340;
4. Slope Easement Agreement recorded in Book 8565, Page 138;
5. Access Easement Agreement recorded in Book 8565, Page 142;
6. Non-Exclusive Access and Private Road Easement Agreement recorded in Book 9197, Page 250;
7. Right of Way for Street Purposes and Permanent Drainage and/or Public Utility Easement and Right of Entry for Temporary Construction Purposes recorded in Book 10676, Page 589;
8. Right of Way for Street Purposes and Right of Entry for Temporary Construction Purposes recorded in Book 10676, Page 598, and
9. Leases recorded in Book 6878, Page 430, Book 8346, Page 120 and Book 9067, Page 73.