THIS INSTRUMENT PREPARED BY: **Equitable Title & Escrow, LLC** **7287 Carothers Road** **Nolensville, Tennessee 37135** **Record & Return To:** **Equitable Title & Escrow, LLC** **ET File No. 2008070030**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $152,800.00. Affiant Subscribed and sworn to before me this 11th day of July, 2008. Notary Public My Commission Expires: 02/03/10

WARRANTY DEED

Address New Owner: W.H. Smithson, LLC 6517 Windy Hill Court Brentwood, TN 37027	**Send Tax Bills To:** NEW OWNER	**Tax Information:** Map and Parcel No. 188-10-0A-103.00 188-10-0A-104.00 188-10-0A-105.00: 188-10-0A-106.00 188-10-0A-107.00

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Wood Ridge Development, Inc., a Tennessee corporation**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **W.H. Smithson, LLC, a Tennessee limited liability company** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is unimproved property located at 1423, 1425, 1427, 1429 and 1431 Winding Creek Drive, Nolensville, TN 37135

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And 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 unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 11th day of July, 2008.

Wood Ridge Development, Inc.

BY: _____
Don B. Smithson, President

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, personally appeared Don B. Smithson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Wood Ridge Development, Inc., the within named bargainor, a Tennessee Corporation, and that he as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

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

Notary Public

My Commission Expires: 02/03/10

EMBER DUNN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILSON

Davidson County DEEDWARR
Recvd: 07/17/08 14:22 2 pgs
Fees:13.00 Taxes:565.36

20080717-0073539

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 103, 104, 105, 106 and 107 on the Plan of Carothers Crossing, Phase 2, Section 2 Lots 62-123, as of record in Instrument No. 20070807-0093935, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Wood Ridge Development, Inc., a Tennessee corporation, by deed from Wood Ridge Investments, LLC, a Tennessee Limited Liability Company, of record in Instrument No. 20060823-0103620, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2008 County Taxes, a lien, but not yet due and payable.
2. Covenants, Conditions, Restrictions and Agreements, including the agreements to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Carothers Crossing of record in Instrument No. 20070627-0076581, Register's Office for Davidson County, Tennessee.
3. Covenants, Conditions, Restrictions and Agreements, including the agreements to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Carothers Crossing of record in Instrument No. 20070627-0076582, made applicable in Instrument No. 20070821-0099818, Register's Office for Davidson County, Tennessee.
4. Charter of Incorporation of Carothers Crossing Neighborhood Association, Inc. of record in Instrument No. 20070307-0027908, Register's Office for Davidson County, Tennessee.
5. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Instrument No. 20070703-0079178, Register's Office for Davidson County, Tennessee.
6. All matters appearing on the Plan of record in Instrument No. 20070807-0093935, Register's Office for Davidson County, Tennessee.
7. Easement for pipeline of record in Book 4588, Page 484, Register's Office for Davidson County, Tennessee.
8. Storm Water Detention Agreement of record in Instrument No. 20070702-0078659, Register's Office for Davidson County, Tennessee.
9. Easement and Memorandum of Agreement of record in Instrument No. 20070123-0009057, Register's Office for Davidson County, Tennessee.
10. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20070711-0082648, Register's Office for Davidson County, Tennessee