BILL GARRETT, Davidson County
Trans:T20090039709 DEEDWARR
Recvd: 06/15/09 14:35 5 pgs
Fees:28.00 Taxes:247.53
20090615-0055495

# WARRANTY DEED

STATE OF TENNESSEE
County of Williamson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $66,900.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th June, 2009

Notary Public

My Commission Expires: 8-18-12
(AFFIX SEAL)

CAROLYN GLEAVES STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

MY COMMISSION EXPIRES: August 18, 2012

**THIS INSTRUMENT WAS PREPARED BY**

**SETTLEMENT SERVICES OF TENNESSEE, LLC, 93 SEABOARD LANE, SUITE 201 BRENTWOOD, TENNESSEE 37027 (615) 591-1156**

| Address of New Owners as Follows: | Send Tax Bills To: | Map Parcel No. |
|---|---|---|
| NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes<br>93 Seaboard Lane, Suite 201<br>Brentwood, TN 37027 | SAME | PO 141-185.00 |

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, We, **Avondale Residential, Inc.**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes**, hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit.

Land in Davidson County, TN being Lot No.40 on the Plan of Avondale Park, Phase 1, Section 1A of record in Instrument No. 20080226-0018937 Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being Part of the same property conveyed to Avondale Residential, Inc. by Deed from Avondale Park Partnership recorded in Record Book 20050518-0055805 said Registers Office for Davidson County, Tennessee.
This conveyance is made subject to:

All matters appearing on subdivision plat of record in instrument Number 20080226-0018937 of said Registers Office.

Access Easement Agreement recorded in Instrument Number 20041207-0145662 said Registers Office.

Transmission Line Easement recorded in Instrument Number 20060110-0003857 said Registers Office.

Deed to USA recorded in Record Book 4118 Page 694 and in Book 4228 Page 635

Order to TVA recorded in Record Book 4273 Page 280

Easement to Harpeth Valley Utilities District in 20040204-0013639, 20040204-0013640, 20080818-0084836 & 20040204-0013641

Storm Water Detention Agreement Recorded in Instrument Number 20060512-0055867

Inspection & Maintenance Agreement for Priviate Stormwater Management Facilities recorded in Instrument Number 20071002-0117293.

Easement recorded in Record Book 5738 page 819 and Partial Abandonment of Easement in Instrument Number 20080826-0087638.

Charter for HOA recorded in Instrument Number 20081203-0117350.

Restrictions recorded in Instrument Number 20081203-0117452 and 20090331-0028791.

Rights of others in and to common areas/elements.

Lien for special assessment contained in DCCR's/Master Deed.

Lack of direct access to Highway I-40 from the Property, such right a of access having been granted as to part of the Property by John Smallman Cowden and wife, Ruby S. Cowden, to the State of Tennessee by a judgment, a certified copy of the which is of record in Book 3369, Page 316, Register's Office for Davidson County, Tennessee, and a drainage easement of 0.67 acres was also granted therein to the State of Tennessee; and such right of access having also been granted as to part of the Property by Robert Newsom Hutton by deed of record in Book 3033, Page 185, Register's Office for Davidson County, Tennessee.

Easement for right-of-way of an electric power line granted to Tennessee Electric Power Company by James B. Ezzell and wife, Fanny M. Ezzell, of record in Book 787, Page 7, Register's Office for Davidson County, Tennessee.

Right-of-way of all roads of the Nashville, Chattanooga & St. Louis Railway and spur tracks, if any, lying within the boundaries of the Property, including but not limited to, right-of-way having been granted by deed from S.F. Newsom to Nashville, Chattanooga & St. Louis Railway, of record in Book 341, page 277, Register's Office for Davidson County, Tennessee; by deed form S.F. Newsom to Nashville, Chattanooga & St. Louis Railway, of Record in Book 350, page 371, Register's Office for Davidson County, Tennessee; by deed from J.B. Ezzell and wife, Fanny M. Ezzell, to Nashville, Chattanooga & St. Louis Railway, of record in Book 362, Page 561, Register's office for Davidson County, Tennessee; and by deed from J.B. Ezzell and wife, Fanny Moran Ezzell, to Nashville, Chattanooga & St. Louis Railway, of recording Book 513, Page 396, Register's Office for Davidson County, Tennessee. Note that the latter deed included the grant to the Railway of perpetual right to lay and maintain a water pipe from the lot conveyed along the edge of Harpeth River in an easterly direction to a point above the mill dam for the purpose of securing water from the mill pond.

Easement and right-of-way for electric power transmission lines and poles with rights of ingress and egress and other rights and privileges as set out in granted to the United States by John Smallman Cowden and wife, Ruby S. Cowden, of record in Book 4193, Page 903, Register's Office for Davidson County, Tennessee.

Easement for water line granted by Rodgers Properties, Inc. (formerly J.M.R. Development Co.), to Harpeth Valley Utilities District of Davidson and Williamson Counties, of record in Book 5738, page 832, Register's Office for Davidson County, Tennessee.

Easement for sewer line granted by Michael R. Allison to Harpeth Valley Utilities District of Davidson and Williamson Counties, of record in Book 7601, Page 400, Register's Office for Davidson County, Tennessee.

A 15 foot public roadway running parallel with the railroad right-of-way in the extreme eastern part of the Property comprising the tract of 38.71 acres conveyed to John Smallman Cowden, of record in Book 1237, Page 674, Register's Office form Davidson County, Tennessee, which may be part of the property, is included in the description of such tract but expressly excluded from conveyance.

Subject to use as roadway of a strip of 15 feet wide along the southwesterly side of the Nashville, Chattanooga & St. Louis Railway right-of-way and along the west side of Lot No. 1 on the Plan of record in Book 1, Page 25, Register's Office form Davidson County, Tennessee, and subject to the use for roadway a strip 12 feet wide along the line between the Dower Tract and Lot 5 according to said Plan with 6 feet there of being on the east side of the line between said Dower Tract and Said Lot 5, and 6 feet thereof being on the west side of the line between said Dower Tract and said lot 5, all of said roadways having been established by decree entered in the Chancery Court of Davidson County, Tennessee, in the suit of R.P. Hutton et al. vs. J.B. Ezzell, docket Nos. 25,062 and 26,939 (references thereto appear in a deed of record in Book 840, Page 540, Register's Office for Davidson County, Tennessee, and in subsequent deeds).

Easement for water main across the Dower Tract, a part of the Property, from the 38.71 acre tract conveyed to John Smallman Cowden , of record in Book 1237, Page 674, Register's Office from Davidson County, Tennessee, to the Big Harpeth River and privilege of building a pump house and drainage across the Dower Tract (see deed of record in Book 840, Page 540, Register's Office for Davidson County, Tennessee).

Advertising space lease of record in Book 4494, Page 882, Register's Office for Davidson County, Tennessee. (This leases was executed March 15, 1971, by Lineberger Development Co. to National Advertising Company, which lease contains an initial 10-year term and an extension on a year-to-year basis thereafter unless earlier terminated. No termination or extension documents appear of record.)

Title to that portion of the Property embraced within the high and low watermark of the Big Harpeth River.

Riparian rights claimed or asserted by surrounding land owners and the State of Tennessee.

Title to that portion of the Property embraced with the bounds of any roads or highways.

Lack of access to McCoy Land (Tract One).

That portion of the Property embraced within the bounds of any cemetery, with rights of ingress and egress thereto.

Right-of-way as shown on the Plat entitled Section 1 Harpeth 40 Mobile Home Park of record in Book 4300, Page 49, Register's Office for Davidson County, Tennessee.

Advertising space lease between Buck Allision, Inc., and The Lamar Corporation, of record in Book 6078, Page 619, Register's Office for Davidson County, Tennessee.

A portion of the Property is within the 100-year flood plain as shown on the overall boundary lay-out of Ragan-Smith-Murphy & Associates, Inc., dated March 30, 1988 ( not a field survey).

Memorandum of lease between Michael R. Allison and National Advertising Company, of record in Book 10023, Page 638, Register's Office for Davidson County, Tennessee.

Declaration of Restrictive Covenants, of record as Instrument No. 20020821-0100879, Register's Office for Davidson County, Tennessee.

The following easement noted in the deed of record in Book 10748, Page 878, Register's Office for Davidson County, Tennessee:

(a) TVA easement for electrical power lines across property.
(b) Possible future flooding over a portion of the property.
(c) 12" Waterline easement over a portion of the property.
(d) 25' utility easement.
(e) Unrecorded ingress and egress easement.
(f) Ingress and egress easement from existing unrecorded easement for ingress and egress to Tract 8 from the southeasternmost point of said unrecorded easement.
(g) Electric service line easement.
(h) Cemetery with easement for ingress and egress.

Declaration of restrictive Covenants, of record as Instrument No. 20020821-0100879, Register's Office for Davidson County, Tennessee.

Contract between Louisville and Nashville Railroad Company and Joe M. Rogers, of record in Book 5348, Page 362, Register's Office for Davidson County, Tennessee, and assignment of contract between Joe m. Rogers and Buck Allison Incorporated, of record in Book 5902, Page 469, Register's Office for Davidson County, Tennessee.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( X )
This is improved: ( ) property, known as: **AVONDALE Lot(S) 40 Ph. 1 Sec 1A, 920 Holgate Court, , TN. Davidson County, Tennessee**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all person whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness OUR HANDS this 8th day of June, 2009.

Avondale Residential, Inc.

| | |
|---|---|
| By: | Dwight Jones |
| It's | Authorized Agent |

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Dwight Jones with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be the Authorized Agent of Avondale Residential, Inc., and that he as such Authorized Agent, being authorized so to do executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as such Authorized Agent of Avondale Residential, Inc.,

Witness my hand and official seal at office in Mt Juliet, Tennessee on this the 8th day of June, 2009.

Sonya Hampton
Notary Public

SONYA HAMPTON
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

My commission expires: June 22, 2009

Avondale Residential, Inc.

| | |
|---|---|
| By: | Michael Smith |
| It's | Secretary |

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Michael Smith with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be the Secretary of Avondale Residential, Inc., and that he as such Secretary, being authorized so to do executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as such Secretary of Avondale Residential, Inc.,

Witness my hand and official seal at office in _____, Tennessee on this the _____ day of June, 2009.

_____
Notary Public

My commission expires: _____

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all person whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness OUR HANDS this_____day of June, 2009.

Avondale Residential, Inc.

| | |
|---|---|
| By: | Dwight Jones |
| It's | Authorized Agent |

_____

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Dwight Jones with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be the Authorized Agent of Avondale Residential, Inc., and that he as such Authorized Agent, being authorized so to do executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as such Authorized Agent of Avondale Residential, Inc.,

Witness my hand and official seal at office in _____, Tennessee on this the_____ day of June, 2009.

_____
Notary Public

My commission expires: _____

Avondale Residential, Inc.

| | |
|---|---|
| By: | Michael Smith |
| It's | Secretary |

Michael Smith
_____

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Michael Smith with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be the Secretary of Avondale Residential, Inc., and that he as such Secretary, being authorized so to do executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as such Secretary of Avondale Residential, Inc.,

Witness my hand and official seal at office in Brentwood, Tennessee on this the 8th day of June, 2009.

Carolyn Gleaves
_____
Notary Public

My commission expires: 8-18-12

CAROLYN GLEAVES
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES: August 18, 2012