SEND TAX BILLS TO NEW OWNER:
Joseph E. Bush et,ux
5262 Betts Road
Greenbrier, TN 37073

Map 023
Parcel 011.00 (part of)

THIS INSTRUMENT PREPARED
BY: Gary L. Dilliha
Attorney at Law
Springfield, Tennessee

BILL GARRETT, Davidson County
Trans:T20090059332 DEEDWARR
Recvd: 08/31/09 09:23 3 pgs
Fees:18.00 Taxes:444.00
20090831-0081261

THIS DEED OF CONVEYANCE, executed and delivered by **LONNIE SIEBE and MEGHAN K. SIEBE, Co-Trustees of the Siebe Living Trust,** hereinafter called the Grantors, to **JOSEPH E. BUSH** and wife, **SANDY BUSH**, hereinafter called the Grantees;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors have this day bargained and sold, and do by these presents hereby sell, transfer and convey unto the said Grantees, survivor and assigns, a certain tract or parcel of land located in Davidson County, Tennessee, being more particularly described as follows, to-wit:

Tract 9 – Claylick Road

Beginning at an iron rod in the northerly right of way of Claylick Road, said point being approximately 5146 feet northwest of Lickton Pike, the southwest corner of the Doug Van Tassel property as described in Instrument 200710260126965 RODC; Thence, with said right of way, North 53 degrees 27 minutes 58 seconds West, 155.92 feet to an iron rod, the southeast corner of the Joseph Bush property as described in Deed Book 11688 Page 780 RODC, Thence, leaving said right of way, with the north line of Bush, North 41 degrees 34 minutes 34 seconds West, 749.83 feet to an iron rod, Thence, North 55 degrees 57 minutes 00 seconds West, 211.73 feet to an iron rod, Thence, North 64 degrees 18 minutes 48 seconds East, 1108.48 feet to an iron rod, Thence, South 86 degrees 41 minutes 04 seconds East, 798.56 feet to an iron rod at the centerline of a 50 foot easement, Thence with the centerline of said easement, South 18 degrees 50 minutes 40 seconds East, 89.08 feet to an iron rod, Thence, South 27 degrees 19 minutes 30 seconds East, 154.59 feet to an iron rod, Thence, South 26 degrees 23 minutes 38 seconds East, 84.17 feet to an iron rod, Thence, South 42 degrees 10 minutes 29 seconds East, 145.83 feet to an iron rod, Thence, South 31 degrees 30 minutes 48 seconds East, 108.85 feet to an iron rod, Thence, South 30 degrees 08 minutes 56 seconds East, 157.20 feet to an iron rod, Thence, South 15 degrees 03 minutes 19 seconds East, 130.98 feet to an iron rod, Thence, South 08 degrees 06 minutes 34 seconds East, 119.99 feet to an iron rod, Thence, South 03 degrees 30 minutes 36 seconds East, 54.99 feet to an iron rod, Thence, South 06 degrees 37 minutes 13 seconds West, 54.17 feet to an iron rod, Thence, South 14 degrees 08 minutes 15 seconds East, 15.89 feet to an iron rod at the end of said 50 foot easement, Thence leaving said easement, with the north line of Tract 8, South 87 degrees 46 minutes 54 seconds West, 564.46 feet to an iron rod, Thence, South 30 degrees 38 minutes 00 seconds West, 293.94 feet to an iron rod, Thence, North 83degrees 32 minutes 29 seconds West, 322.64 feet to an iron rod, Thence, North 84 degrees 48 minutes 14 seconds West, 387.90 feet to an iron rod, the point of beginning and containing 44.247 acres more or less.

EASEMENTS:

A. The above-described property is served by that 50' ingress and egress Easement as shown in document of record as Instrument No. 20070228-0024690, Register's Office for Davidson County, Tennessee.

B. Also conveyed herein is a separate non-exclusive 50' wide ingress, egress and utility easement, which will be located upon property the Grantor owns, situated generally to the north of the property conveyed herein. The easement will extend from Claylick Road, across Grantor's property and terminating at a point in the north line of the property conveyed herein, said point being approximately 750 feet east of Claylick Road. The exact location of the easement will be determined by the parties. The parties agree to record a survey of the exact location of the easement when the access drive is constructed. This easement will also serve additional tracts the Grantor may convey from Grantor's remaining property.

This conveyance is subject to any and all bylaws, covenants, zoning regulations, building restrictions and setback lines, if any, and easement and rights for public utilities, applicable to this property; and taxes for the current year which have been prorated and paid by the Grantor(s) herein; and the following:

1. **No single wide or double wide mobile home permitted.**

The right of the enforcement of these restrictive covenants is vested in the purchaser or assigns of Tracts. Any such purchaser of any of said Tracts shall have the right at any time to compel compliance with said covenants, or any of them or to prevent the violation of any of them, by the institution of an action at law or a suit in equity for injunctive or other relief.

By the creation of the restrictions there is no intention of imposing them on any other land owner by the seller, Siebe Living Trust, whether adjoining said property or any portion of property located in the vicinity thereof, there being no general plan of development of their land.

A 50' Unobstructed Ingress/Egress Easement for the benefit of Tracts 5, 6, 7, 8, 9, 10, 11, 12, 13 and Parcel 185 on Map 23. This Easement will run with the land and the Easement drive will be maintained equally among all property owners it may benefit. Any new development or extension of this 50' Easement will be paid for by the Owner of the tract in which it may benefit, without exception.

A 25' Public Utility Easement will run along the front of Tracts 1 thru 14, parallel to Clay Lick Road.

Being a portion of that property conveyed to Siebe Living Trust by deed from Lonnie Siebe and wife, Meghan Siebe and Ralph L. Siebe and wife, Brenda K. Siebe, of record in Instrument No. 20060106-0002060, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the premises aforesaid, together with all the appurtenances and immunities thereto pertaining, unto the said Grantees, survivor and assigns.

The Grantors further covenant with the Grantees, survivor and assigns, that they have a good and perfect right to convey same, and that said property is unencumbered.

The Grantors further covenant with the Grantees that they will warrant and forever defend the title to said property against the lawful claims and demands of all persons whomsoever.

Taxes are to be prorated and possession granted as of the date of this deed.

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this the 27th day of August, 2009.

SIEBE LIVING TRUST

By: _____
Lonnie Siebe, Trustee

By: _____
Meghan K. Siebe, Trustee

STATE OF TENNESSEE)
COUNTY OF ROBERTSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Lonnie Siebe,** with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged that he is Co-Trustee of the Siebe Living Trust, and that he, in the capacity of Co-Trustee, executed the foregoing instrument on behalf of said Trust for the purposes therein contained.

Witness my hand and official seal at office this the 27th day of August, 2009.

_____
NOTARY PUBLIC

My commission expires: _____

GARY L. DILLIHA
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY
My Commission Expires June 30, 2013

STATE OF TENNESSEE)
COUNTY OF ROBERTSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Meghan K. Siebe**, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged that she is Co-Trustee of the Siebe Living Trust, and that she, in the capacity of Co-Trustee, executed the foregoing instrument on behalf of said Trust for the purposes therein contained.

Witness my hand and official seal at office this the 27th day of August, 2009.

_____
NOTARY PUBLIC

My commission expires: _____

GARY L. DILLIHA
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY
My Commission Expires June 30, 2013

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STATE OF TENNESSEE)
COUNTY OF ROBERTSON)

I or we, hereby swear or affirm that the actual consideration for this transfer, or value of property or interest in property transferred, whichever is greater, is **$120,000.00** which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

_____
AFFIANT

SUBSCRIBED and SWORN to before me this the 27th day of August, 2009.

_____
NOTARY PUBLIC/Register

My Commission Expires: _____

GARY L. DILLIHA
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY
My Commission Expires June 30, 2013