BILL GARRETT, Davidson County
Trans:T20090073935 DEEDWARR
Recvd: 10/30/09 11:42 5 pgs
Fees:28.00 Taxes:3700.00

20091030-0100317

GENERAL WARRANTY DEED

This instrument was prepared by Gregory S. Perrone, PC, 109 Westpark Dr., Ste. 330, Brentwood, TN 37027

Address New Owner	Send Tax Bills To:	Map/Parcel
Harding Academy 170 Windsor Drive Nashville, TN 37205	same	Map-Parcel Numbers 130010CO100CO, 130010CO200CO, 130010CO300CO, 130010CO400CO, 130010CO500CO, 130010CO600CO, 130010CO700CO, 130010CO800CO, 130010CO900CO, 130010CO1000CO, 130010CO1100CO, 130010CO1200CO, 130010CO1300CO, 130010CO1400CO

State of Tennessee)
County of Williamson)

The actual consideration or value for this transfer, whichever is greater is $1,000,000.00

Affiant

Sworn to and subscribed before me this 29th day of October, 2009.

My commission expires: 11/1/2011

Notary Public

EMILY H. PROPHET STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

For and in consideration the sum of Ten Dollars ($10) cash in hand paid by the grantee, hereinafter named, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, **Harding Place, LLC, a Tennessee limited liability company** (the "Grantor"), has this day bargained and sold and does hereby transfer and convey unto **Harding Academy** ("the "Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, as described on **Exhibit A** hereto which is incorporated herein.

Being the same property conveyed to Harding Place, LLC, a Tennessee limited liability company by deed from Coda Development, LLC, a Tennessee limited liability company, of record in Instrument No. 20070531-0064450, Register's Office for Davidson County, Tennessee.

This is unimproved property known as: **112 Harding Place, Nashville, TN 37205.**

To have and to hold said real estate, together with all rights, appurtenances, estate, title, and interest belonging to the said Grantee, its successors and assigns

forever. Grantor covenants that it is lawfully seized and possessed of the said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as shown on **Exhibit B**.

Grantor further covenants and binds himself, his successors, assigns and representatives, to warrant and forever defend the title to the said land to the said Grantee, his successors and assigns, against the lawful claims of all persons 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.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand on this 29th day of October, 2009.

GRANTOR: Harding Place, LLC,
a Tennessee limited liability company



BY: **Lynn S. Ellsworth**
ITS: **Chief Manager**

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Notary Public, of the State and County mentioned, personally appeared **Lynn S. Ellsworth**, 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 **Chief Manager** of **Harding Place, LLC**, the within-named bargainor, and that he, as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing his name as Chief Manager on behalf of himself and the LLC, and that he is authorized to execute the foregoing instrument on behalf of the LLC.

Witness my hand and seal, at office in Brentwood, Tennessee, this 29th day of October, 2009.

E Prophet
NOTARY PUBLIC

My Commission Expires:
11-7-2011



EXHIBIT A

A certain tract of land located in Davidson County, Tennessee and described as follows:

Land in the 34th Councilmanic District of Nashville, Davidson County, Tennessee and more particularly described as follows:

Beginning in the north right of way of Harding Place, approximately 321.62 feet east of the intersection of said Harding Place and the easterly turn-out of Harding Road;

Thence leaving said right of way N 16° 10 00" E, 207.66 feet to a point in Richland Creek;

Thence following said creek S 45° 58' 00' E, 280.30 feet;

Thence continuing with said creek S 23° 00" E, 101.71 feet to the north right of way of Harding Place;

Thence along said right of way N 73° 25' 38" W, 312.04 feet to the point of beginning and containing 0.87 acre, more or less.

Described according to the survey prepared by Patrick S. Coode, RLS No. 855, John Kohl and Company, P.C., dated October 1, 2003 (File No. 53621-385).

Being the same property conveyed to Harding Place, LLC, a Tennessee limited liability company by quitclaim deed from Coda Development, LLC, a Tennessee limited liability company recorded as Instrument No. 20070531-0064450, Register's Office for Davidson County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED HEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEING A PORTION OF THE PROPERTY OF HARDING PLACE. LLC, OWNERSHIP OF RECORD AS INSTRUMENT 20070531-0064450, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID HARDING PLACE. LLC PROPERTY, SAID CORNER LYING IN THE NORTH RIGHT-OF-WAY LINE OF HARDING PLACE (A 50 FOOT WIDE PUBLIC ROAD RIGHT-OF WAY), SAID CORNER BEING THE SOUTHEAST CORNER OF GRIFFITH-HARDING, LP PROPERTY OF RECORD IN DEED BOOK 8830, PAGE 92, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF HARDING PLACE, AND WITH THE WEST LINE OF SAID HARDING PLACE, LLC BEING THE CONTIGUOUS EAST LINE OF SAID GRIFFITH-HARDING, LP, NORTH 20 DEGREES 10 MINUTES 16 SECONDS EAST 5.00 FEET TO A POINT:

THENCE ON A LINE ACROSS SAID HARDING PLACE, LLC, SOUTH 69 DEGREES 25 MINUTES 22 SECONDS EAST 307.94 FEET TO A POINT IN THE EAST LINE OF SAID HARDING PLACE, LLC, BEING THE CONTIGUOUS WEST LINE OF BELLE MEADE TERRACE CONDOMINIUMS PROPERTY OF RECORD IN BOOK 5200, PAGE 325, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE EAST LINE OF SAID HARDING PLACE. LLC, BEING THE CONTIGUOUS WEST LINE OF SAID BELLE MEADE TERRACE CONDOMINIUMS, SOUTH 18 DEGREES 59 MINUTES 44 SECONDS EAST 6.49 FEET TO THE SOUTHEAST CORNER OF SAID HARDING PLACE, LLC PROPERTY, SAID CORNER LYING IN THE NORTH RIGHT-OF-WAY LINE OF HARDING PLACE;

THENCE WITH SAID NORTH RIGHT-OF-WAY LINE OF HARDING PLACE BEING THE CONTIGUOUS FRONTAGE LINE OF SAID HARDING PLACE, LLC, NORTH 69 DEGREES 25 MINUTES 22 SECONDS WEST 312.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,549 SQUARE FEET. OR 0.036 ACRE, MORE OR LESS.

BEARINGS MAY DIFFER FROM DEED OF RECORD DUE TO UPDATED PLACEMENT OF THE PROPERTY INTO THE GRID ALIGNMENT OF THE STATE PLANE COORDINATE SYSTEM.

EXHIBIT B

[Permitted Exceptions]

1. The premises herein described is a condominium apartment established pursuant to the provisions of the Tennessee "Horizontal Property Act", as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, as amended and is subject to the provisions of and requirements thereof; also subject to easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitation, all conditions, covenants, restrictions, options, burdens, lens, assessments, and other undertakings contained in the Master Deed and By-Laws Establishing a Horizontal Property Regime of 112 Harding Place Condominiums, of record in Instrument No. 20070531-0064451 and First Amendment to Master Deed and By-Laws of record in Instrument No. 20070712-0082999, in the Register's Office for said County, and By-laws appended thereto.

2. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage record in Book 4419, page 336, Book 5325, page 297 and Book 11112, page 865, in the Register's Office for Davidson County, Tennessee.

3. Easement for the flow of waters of Richland Creek, free from diminution or pollution.

4. Rights of upper and lower riparian owners in and to the waters of Richland Creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.

5. Changes in the boundary of the subject property, resulting from erosion or other accretion caused by the flow of Richland Creek.

6. Utility Easement of record in Book 4758, page 704, in the Register's Office for Davidson County, Tennessee.

7. Easement for construction and maintenance of a drainage facility of record in Book 11220, page 948, in the Register's Office for Davidson County, Tennessee.

8. Restrictive Covenants contained in an instrument of record in Book 5037, page 392, in the Register's Office for Davidson County, Tennessee. (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States of Code; or (b) relates to handicap, but does not discriminate against handicapped persons).

9. No insurance is afforded as to the exact amount of acreage contained in the property described herein.

10. Stormwater Detention Agreement of record in Instrument No. 20070705-0079711, in the Register's Office for Williamson County, Tennessee.

11. Right of Way Dedication by Harding Place, LLC, a Tennessee limited liability company to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Instrument No. 20070712-0083027, in the Register's Office for Davidson County, Tennessee.

12. Easement for Storm Drainage and Appurtenances of record in Instrument No. 20070711-0082494, in the Register's Office for Davidson County, Tennessee.

13. Taxes for the year 2009, a lien, now due and payable.