WARRANTY DEED

24129

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $445,000.00.

Carmen Coats
Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 30th DAY OF October, 2009.

Notary Public

(Affix Seal)

My Commission Expires: July 8, 2013

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. STEVEN T. MOORE

My Commission Expires JULY 8, 2013

THIS INSTRUMENT WAS PREPARED BY and PLEASE RETURN TO:

BRENDA FRANKS HALE
HALE AND HALE, PLC
231 PUBLIC SQUARE, SUITE 312
FRANKLIN, TN 37064

Address of New Owners:	Send Tax Bills To:	Tax ID#:
Michael D. Shapland and wife, Emily A. Shapland	NEW OWNER	
5041 Pine Hill Road		Map and Parcel 154 00 0 086
Nashville, TN 37221		

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named GRANTEE(S), and other good and valuable consideration, the receipt of which is hereby acknowledged, LONNIE IVEY AND WIFE, CATHY A. IVEY, hereinafter called the GRANTOR(S), have bargained and sold, and by these presents do hereby transfer and convey unto MICHAEL D. SHAPLAND AND WIFE, EMILY A. SHAPLAND, hereinafter called the GRANTEE(S), their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE described as follows, to wit:

Land in the 9th Civil District of Davidson County, Tennessee, according to a survey by Holmes-Barber and Associates, Inc., dated April, 1977, and being more particularly described as follows:

BEGINNING at an existing iron pin in the westerly margin of Griffith Road and in the Southeast corner of a parcel of land conveyed to Hazel Redd by a deed of record in Book 3936, page 405, Register's Office for Davidson County, Tennessee, and from that point thence with the southerly margin of the Redd parcel S 81 deg. 36 min. 8 sec. W 446.01 feet to a thirty inch Beech tree in the southwesterly corner of the Redd Parcel; thence N 36 deg. 26 min. W with the westerly margin of the Redd tract 310.68 feet to a point; thence S 80 deg. 16 min. 3 sec. W 273.38 feet to a point; thence N 70 deg. 55 min. 12 sec. W 227.05 feet to a point; thence N 19 deg. 33 min. 16 sec. W 260.97 feet to a point; thence N 28 deg. 40 min. 50 sec. W 140.01 feet to a point; thence S 81 deg. 40 min. 31 sec. W 110.56 feet to a point; thence S. 18 deg. 0 min. 11 sec. W 131.88 feet to a point; thence S 2 deg. 52 min. 36 sec. W 220.20 feet to a point; thence S 24 deg. 58 min. 43 sec. W 395.89 feet to a point; thence S 14 deg. 31 min. 40 sec. E 179.27 feet to a point; thence N 29 deg. 46 min. 47 sec. E 189.44 feet to a point; thence S 85 deg. 19 min. 56 sec. E 17.46 feet to an existing iron pin at a thirty inch Oak tree; thence N 75 deg. 20 min. 26 sec. E 236.20 feet to a point; thence N 42 deg. 35 min. W 75.46 feet to a point; thence N 85 deg. 10 min. 18 sec. E 691.77 feet to a point; thence S 36 deg. 26 min. E 178.22 feet to a point; thence N 81 deg. 36 min. 8 sec. E 483.23 feet to a point in the westerly margin of Griffith Road; thence with the Westerly margin of Griffith Road N 16 deg. 35 min. 55 sec. W 50.53 feet to the point of beginning.

Together with a non-exclusive permanent easement or right-of-way over the existing gravel road from Griffith Road to the land conveyed, said existing gravel road crossing the land of the grantor, for the enjoyment of the said Sam S. Barefield and wife, Mary Nell Sells Barefield, their heirs, successors and assigns, to pass with or without vehicles for ingress and egress to lands sold. Grantors have heretofore granted to others easements to use the existing roadway and Grantor will in the future grant similar common easements to others. Further, Grantors reserve to themselves, their heirs, executors, administrators, personal representatives, assigns, successors and permittees an easement across the land conveyed, the width of the existing roadway and further, the required width of the roadway which may be built in the future, the center line of which would be the center lineof the existing roadway, widened to meet the specifications necessary to dedicate the road as a public way. This easement shall be perpetual and shall run with the land.

BILL GARRETT, Davidson County
Trans:T20090074006 DEEDWARR
Recvd: 10/30/09 13:45 6 pgs
Fees:33.00 Taxes:1646.50
20091030-0100440

INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED FROM THIS CONVEYANCE is that certain tract of land conveyed to Robert L. Slayden, Jr. and wife, Tommie S. Slayden, of record in Instrument No. 20000106-0001884, Register's Office for Davidson County, Tennessee, and described as follows:

LAND in the 9th Civil District of Davidson County, Tennessee, described according to a survey made by Adams and Company Surveyors, dated November 11, 1999, as follows:

BEGINNING at a point in the westerly margin of Griffith Road, said point being South 16 deg. 35 min. 55 sec. East 50.53 feet from the southeast corner of the property conveyed to Hazel Redd by deed of record in Book 3936, page 405, Register's Office for Davidson County, Tennessee; thence South 81 deg. 36 min. 08 sec. West 483.23 feet to a point; thence North 36 deg. 26 min. West 178.22 feet to a point; thence South 85 deg. 10 min. 18 sec. West 691.77 feet to an iron pin; thence South 42 deg. 35 min. 00 sec. East 66.46 feet to an iron pin and the true point of beginning; thence continuing South 42 deg. 35 min. 00 sec. East 9.0 feet to an iron pin; thence South 75 deg. 20 min. 20 sec. West 107.46 feet to an iron pin; thence North 16 deg. 50 min. 59 sec. East 39.45 feet to an iron pin; thence South 87 deg. 23 min. 47 sec. East 86.52 feet to the point of beginning, containing 0.05 acres, more or less.

Being the same property conveyed to Lonnie Ivey and wife, Cathy A. Ivey by Warranty Deed from Sam S. Barefield (being one and the same person as Samuel S. Barefield, Jr.), unmarried and Samuel S. Barefield, Jr., Executor of the Estate of Mary Nell Barefield of record in Instrument No. 20000106-0001885, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

a. Easement of record in Book 5273, page 109, Register's Office for Davidson County, Tennessee.

b. Restrictions of record in Book 5273, page 109, Register's Office for Davidson County, Tennessee.

c. Easement of record in Instrument No. 20000106-0001885, Register's Office for Davidson County, Tennessee.

d. **NOTWITHSTANDING ANYTHING STATED IN THIS WARRANTY DEED TO THE CONTRARY AND WITH THE SAME CONSTITUTING COVENANTS PERSONAL TO GRANTORS AND GRANTEES, THEIR HEIRS AND IMMEDIATE FAMILY MEMBERS, AND NOT COVENANTS RUNNING WITH THE LAND, GRANTORS, FOR THEMSELVES, THEIR HEIRS AND IMMEDIATE FAMILY MEMBERS, EXPRESSLY RESERVE SOLE AND EXCLUSIVE OWNERSHIP OF, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO SEVER AND REMOVE FROM THE REAL PROPERTY CONVEYED BY THIS WARRANTY DEED, THE OLD CABIN, BARN AND OUT HOUSE CURRENTLY EXISTING ON THE SOUTHEAST CORNER OF THE SUBJECT REAL PROPERTY (THE "IMPROVEMENTS"), TOGETHER WITH ALL THE PERSONAL PROPERTY CONTAINED THEREIN, INCLUDING BUT NOT LIMITED TO THE PERSONAL PROPERTY IDENTIFIED ON EXHIBIT A ATTACHED TO AND INCORPORATED INTO THIS WARRANTY DEED (THE "PERSONAL PROPERTY") , TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND RIGHT-OF-WAY THROUGH, OVER AND ALONG THE ROUTE OF THE EXISTING GRAVEL DRIVE LEADING FROM PINE HILL ROAD AND PINE HILL LANE TO THE IMPROVEMENTS AND THE APPROXIMATELY ONE (1) ACRE SURROUNDING THE SAME (THE "EASEMENT"). ATTACHED TO THIS WARRANTY DEED, MARKED AS EXHIBIT B AND INCORPORATED HEREIN BY REFERENCE IS A SKETCH DEPICTING THE GENERAL LOCATION OF THE EASEMENT AND THE IMPROVEMENTS. GRANTORS, TOGETHER WITH THEIR HEIRS AND IMMEDIATE FAMILY MEMBERS, COVENANT AND AGREE WITH GRANTEES, THEIR SUCCESSORS AND ASSIGNS, AS FOLLOWS: (1) THE IMPROVEMENTS AND THE EASEMENT SHALL BE LIMITED TO THE PERSONAL USE OF GRANTORS, THEIR HEIRS, IMMEDIATE FAMILY MEMBERS, GUESTS, INVITEES AND AGENTS, AND SHALL NOT BE USED BY OR OTHERWISE MADE ACCESSIBLE TO THE GENERAL PUBLIC; (2) THE IMPROVEMENTS WILL NOT BE USED AS A RESIDENCE, PERMANENT OR TEMPORARY, FOR ANY PERSON; (3) THE IMPROVEMENTS WILL NOT BE FURTHER IMPROVED OR ALTERED TO PROVIDE ELECTRICITY, PLUMBING OR OTHERWISE TO ACCOMMODATE THE USE OF THE SAME AS A RESIDENCE; AND (4) GRANTEES, THEIR SUCCESSORS AND ASSIGNS, EXCEPT AS HEREINAFTER PROVIDED, WILL NOT HAVE ANY RESPONSIBILITY TO PRESERVE, MAINTAIN OR INSURE, THE IMPROVEMENTS OR THE PERSONAL PROPERTY. GRANTEES, TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH GRANTORS, TOGETHER WITH THEIR HEIRS AND IMMEDIATE FAMILY MEMBERS, AS FOLLOWS: (1) THEY WILL NOT ACCESS OR IN ANY MANNER USE THE IMPROVEMENTS OR THE PERSONAL

PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTORS OR THE THEN OWNER OF THE SAME, SO LONG AS SUCH OWNER IS AN HEIR OR IMMEDIATE FAMILY MEMBER OF THE GRANTORS, NOR INTERFERE WITH, ALIENATE OR FRUSTRATE THE ACCESS AND USE OF THE IMPROVEMENTS AND THE EASEMENT GRANTED BY THESE COVENANTS AND THE AGREEMENT OF THE PARTIES; AND (2) THEY WILL NOT INTENTIONALLY BY THEIR ACTIONS OR OMISSIONS CAUSE ANY DAMAGE TO THE IMPROVEMENTS OR THE PERSONAL PROPERTY.

GRANTORS AND GRANTEES, FOR THEMSELVES AND, AS MAY BE APPLICABLE, THEIR RESPECTIVE HEIRS, SUCCESSORS, USERS, IMMEDIATE FAMILY MEMBERS, AND ASSIGNS, FURTHER COVENANT AND AGREE AS FOLLOWS: (1) GRANTORS MAY AT THEIR SOLE RISK AND EXPENSE, AND AT SUCH TIME AS THEY SHALL DESIRE, REMOVE AND PERMANENTLY SEVER FROM THE SUBJECT REAL PROPERTY THE IMPROVEMENTS AND THE PERSONAL PROPERTY, OR ANY PART THEREOF; AND (2) AT SUCH TIME AS THE IMPROVEMENTS SHALL BE PERMANENTLY REMOVED AND SEVERED FROM THE SUBJECT REAL PROPERTY, OR IN THE EVENT THE GRANTORS, THEIR HEIRS OR IMMEDIATE FAMILY MEMBERS, SHALL SELL, TRANSFER OR CONVEY ALL OR A PART OF THEIR INTEREST IN THE IMPROVEMENTS TO SOMEONE NOT AN HEIR OR IMMEDIATE FAMILY MEMBER, THE EASEMENT SHALL IMMEDIATELY AND PERMANENTLY TERMINATE AND, IN THE EVENT OF ANY SUCH SALE, TRANSFER OR CONVEYANCE, THE GRANTORS SHALL CAUSE THE IMPROVEMENTS TO BE REMOVED AND SEVERED FROM THE SUBJECT REAL PROPERTY PROMPTLY FOLLOWING SUCH SALE, TRANSFER OR CONVEYANCE.

THE EASEMENT SHALL IMMEDIATELY AND PERMANENTLY TERMINATE IN THE EVENT THE GRANTEES SELL THE REAL PROPERTY REPRESENTED BY THIS WARRANTY DEED. IN THE EVENT THE GRANTEES DECIDE TO SELL THE REAL PROPERTY, THE GRANTORS SHALL HAVE A RIGHT OF FIRST REFUSAL TO PURCHASE THE APPROXIMATELY ONE ACRE PARCEL COVERED BY THE EASEMENT FOR THE PARCEL'S FAIR MARKET VALUE AT THE TIME OF SUCH SALE. IF THE GRANTORS AND GRANTEES ARE UNABLE TO REACH AGREEMENT ON THE PARCEL'S FAIR MARKET VALUE, THIS RIGHT OF FIRST REFUSAL SHALL TERMINATE.

THE ABOVE SHALL CONSTITUTE AND BE COVENANTS PERSONAL TO GRANTORS AND GRANTEES, THEIR HEIRS AND IMMEDIATE FAMILY MEMBERS, AND NOT COVENANTS RUNNING WITH THE LAND AND SHALL BE MAINTAINED AND ENFORCEABLE AS SUCH. FURTHERMORE, IN THE EVENT ANY PARTY SHALL VIOLATE OR BREACH ANY OF THE ABOVE THEN THE NON-BREACHING/NON-VIOLATING PARTY SHALL HAVE ALL RIGHTS AND REMEDIES PROVIDE BY LAW TO ENFORCE THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS HEREINABOVE SET FORTH AND TO RECOVER ALL COSTS AND EXPENSES INCURRED AS A RESULT THEREOF, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND ATTORNEYS FEES.

This is (X) improved property known as 5041 Pine Hill Road, Nashville, Tennessee 37221.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and the GRANTOR(S), do covenant with the said GRANTEE(S) that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that the same is unencumbered, unless otherwise herein set out; and they do further covenants and binds themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs 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.

Witness my/our hand(s) this 30th day of October, 2009:

Lonnie Ivey

Cathy A. Ivey

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the authorized undersigned, a Notary Public in and for said County and State, the within named LONNIE IVEY AND WIFE, CATHY A. IVEY, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Franklin, Tennessee, this 30th day of October, 2009.

Notary Public

My Commission Expires: _____



EXHIBIT A

PERSONAL PROPERTY

Cabin and Porches:

- Double Bed with Quilt
- Wooden Table with 4 Chairs
- 1 Inside Rocker
- 2 Front Porch Rockers
- 2 Wooden Chairs
- Persian Wool Rug
- 6 Personal Wall Pictures
- Shadow Box Collage of Personal Items
- Metal Dishes
- Antique Wash Basin
- Antique Scale on Back Porch

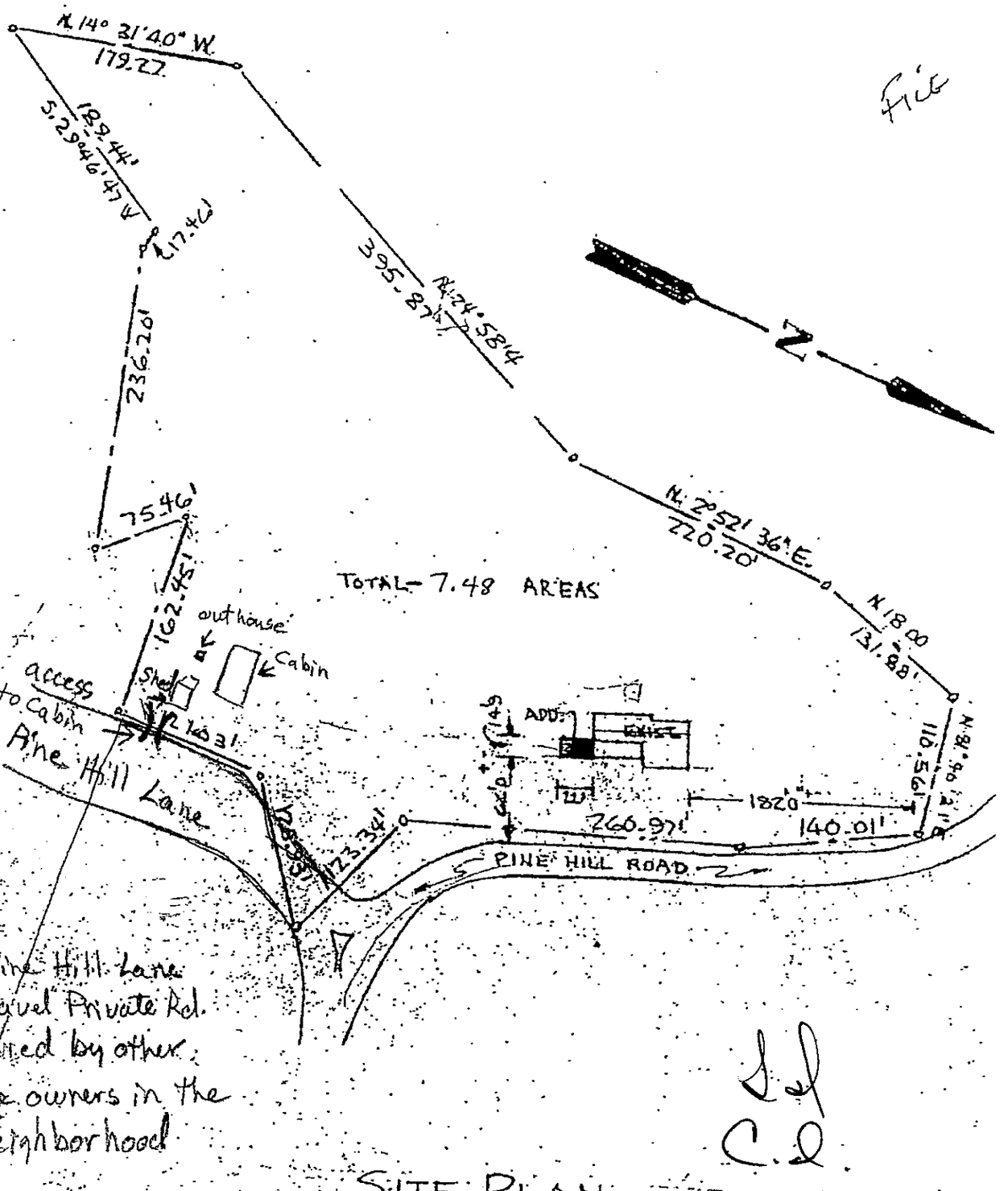
Under Shed Outside:

- Tandem Corn Planter
- Hay Cutter
- 2 Field Plows
- Ground Scratcher
- Antique Beer Barrel with Tubing

EXHIBIT "B"

INSP

File



*Pine Hill Lane gravel Private Rd. Shared by other home owners in the Neighborhood

S.P.
C.P.

SITE PLAN

5041" Pine Hill Road