This instrument was prepared by:
OVERLAND TITLE COMPANY, LLC
106 Mission Court, Suite 1002
Franklin, TN 37067
2010110016

BILL GARRETT, Davidson County
Trans:T20100080578 DEEDWARR
Recvd: 12/22/10 12:51 4 pgs
Fees:23.00 Taxes:2775.00
20101222-0101805

STATE OF TENNESSEE
COUNTY OF ~~WILLIAMSON~~ DAVIDSON

The actual consideration or value, whichever is greater, is $750,000.00

Sworn to and subscribed before me this 20th day of December, 2010.

Affiant

Notary Public

DAVID B GRAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires January 9, 2012

Address of New Owner:	Send Tax Bills to:	Map-Parcel Numbers:
Historic Cedarwood, LLC 3831 Whites Creek Pike Nashville, TN 37207	New Owner	04900019400

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($ 10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **David L. Bates , a married man**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **Historic Cedarwood, LLC, a Tennessee limited liability company** , hereinafter called the Grantees, their heirs and assigns, a certain parcel of land in **Davidson** County, Tennessee, described as follows:

Land lying in the 3rd Councilmanic District of Nashville, Davidson County, Tennessee, and being known as Tax Map 49, Parcel 194, the property of David L. Bates of record in Deed Book 11250, Page 916, at the Register's Office for Davidson County, Tennessee, (R.O.D.C., TN) and more particularly described as follows:

BEGINNING at an iron pin old on the northeasterly right-of-way line of Whites Creek Pike, said pin being the south most corner of the Carolyn Rogers property of record in Deed Book 10837, Page 540, (R.O.D.C., TN) and being the south most corner of the herein described;

Thence, with the northeasterly right-of-way of Whites Creek Pike, N 34 deg. 40' 25" W, 416.99', to an iron pin old, being the south most corner of the Karen Wright property of record in Instrument No. 20060203-0013768, (R.O.D.C., TN);

Thence, with Wright's south and east lines for the following 7 calls:
N 48 deg. 21' 30" E, 225.61' to an iron pin old;
N 39 deg. 22' 55" E, 92.58' to an iron pin old;
S 71 deg. 12' 07" E, 20.71' to an iron pin old near a fence post;
N 38 deg. 16' 57" E, 346.15' to an iron pin old;

N 41 deg. 58' 38" W, 115.33' to an iron pin old;
N 42 deg. 02' 01" E, 166.77' to an iron pin old;
N 43 deg. 36' 31" W, 190.73' to an iron pin old, being a common corner in the east line of Randall Davis property of record in Instrument No. 20050302-0058990;

Thence, with Davis's southeasterly line for the following 6 calls:
N 52 deg. 19' 42" E, 306.13' to an iron pin new;
N 52 deg. 25' 13" E, 72.67' to an iron pin new;
N 54 deg. 52' 60" E, 235.94' to an iron pin new and the beginning of a wire fence;
N 55 deg. 37' 05" E, 147.10' to a 21" Oak Tree in a wire fence;
N 58 deg. 30' 60" E, 86.62' to an 8" Cedar Tree in a wire fence;
N 55 deg. 14' 43" E, 497.29' to an iron pin old near a15" Hickory Tree in a wire fence, in the south line of the Fontanel Properties, L.L.C. property of record in Instrument No. 20020621-0075107;

Thence, with Fontanel Properties, L.L.C.'s south line for the following 10 calls:
S 64 deg. 12' 45" E, 111.92' to a 15" Hackberry Tree in a wire fence;
S 64 deg. 41' 41" E, 93.21' to an iron pin new in a wire fence;
S 55 deg. 01' 41" E, 151.43' to a 15" Oak Tree in a wire fence;
S 74 deg. 07' 58" E, 218.29' to a 12" Oak Tree in a wire fence;
S 78 deg. 17' 17" E, 182.67' to a 15" Tree in a wire fence;
S 87 deg. 43' 50" E, 25.14' to a 12" Maple Tree in a wire fence;
N 89 deg. 23' 12" E, 74.75' to a 15" Tree in a wire fence;
S 86 deg. 44' 48" E, 50.21' to a 12" Oak Tree in a wire fence;
N 78 deg. 03' 33" E, 93.06' to a 12" Elm Tree in a wire fence;
N 76 deg. 50' 04" E, 142.70' to an iron pin old in a wire fence, being a common corner with said Carolyn Rogers's property;

Thence, with Roger's west line, S 53 deg. 01' 46" W, 2,881.10' to the POINT OF BEGINNING and containing 1,747,900 square feet, or 40.126 acres, more or less, according to survey by Hart Freeland Roberts, Inc., project no. 2007097-52, dated June 25, 2007, by Michael R. Williams, TN R.L.S. # 1906.

Being part of the same property conveyed to Earl B. Bates & Sons Nursery and Garden Center, a partnership by deed dated May 5, 1981, from Katherine Pridemore Williams, unmarried and recorded in Book 5744, page 718, Register's Office for Davidson County, Tennessee. Earl B. Bates having since died testate and by Will under Docket 92489, Will Book 166, page 602, Probate Court for Nashville, Davidson County, Tennessee, property devised to David L. Bates (25%), Joseph L. Bates (25%), Amy Frances Bates (25%), Richard E. Bates (12.5%) and Mark L. Bates (12.5%).

Further, Amy Bates conveyed her interest to David L. Bates by deed of record in Book 9986, page 28, Register's Office for Davidson County, Tennessee.

Further, Richard E. Bates conveyed his interest to David L. Bates by deed of record in Book 9986, page 32, Register's Office for Davidson County, Tennessee.

Further, Mark L. Bates conveyed his interest to David L. Bates by deed of record in Book 9986, page 36, Register's Office for Davidson County, Tennessee.

Further, Joseph Lynn Bates conveyed his interest to David L. Bates by deed of record in Book 11250, page 916, Register's Office for Davidson County, Tennessee.

The undersigned declares under penalty of perjury that the subject property has never been used as a principal residence by him or his spouse.

This is improved property known as **approximately 40.126 acres Whites Creek Pike, Nashville, TN 37207.**

This conveyance is made subject to:
Zoning; setback requirements; general utility, sewer and drainage easements of record; subdivision and/or condominium declarations, covenants, restrictions, and easements of record. Current year taxes are to be paid by ____Grantor __X__ Grantee.

This conveyance is also made subject to the following easements in favor of Grantor:

For a period of FIVE (5) YEARS from the date of this Deed, Grantor shall retain unlimited water use rights to the property's existing detention pond. Grantee will have unlimited use of the water as long as conditions do not exist that would necessitate Grantor's exercise of its rights under this easement such as conditions that prevent the Grantor from pumping water from Whites Creek. During the duration of this easement, water use by Grantee from the detention pond may be reduced and/or eliminated by the Grantor during times of extended drought. Grantor will be responsible for promptly replenishing in the pond used by Grantor at Grantor's expense. This easement is to run with the land until its expiration.

IN PERPETUITY, Grantor shall have the right to use the water from the pond as needed, so long as the water level of the pond is not reduced to a level of more than one and one-half (1.5) feet from nominal capacity and further provided that Grantor shall promptly replenish water used in the pond by Grantor at the Grantor's expense. The temporary connective four (4") inch PVC water limes (located in drainage culvert under road) and four (4") inch high pressure black rubber hose, all the Kam-Lock couplings, located above ground, will remain the property of the Grantor. The buried connected PVC lines to the pond will be the property of the Grantee. Grantor shall have access to the property herein conveyed for the limited purpose, and only as needed, for the purpose of monitoring pond levels and to perform maintenance checks and draining of PVC pipes during freezing weather conditions. This easement is to run with the land.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, their heirs and assigns, forever; and Grantor does covenant with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise herein set out. Grantor does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to said land to said Grantee, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand, this 20th day of December, 2010.

David L. Bates

STATE OF Tennessee
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for this county and state, David L. Bates, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that [he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 20th day of December, 2010.

Notary Public

R. MARK DOUGALL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires September 6, 2011