BILL GARRETT, Davidson County
Trans:T20110054656 DEEDWARR
Recvd: 09/02/11 14:21 3 pgs
Fees:18.00 Taxes:10667.10
20110902-0068399

THIS INSTRUMENT PREPARED BY:
JOHN T. COOK, P.C.
2927 Berry Hill Drive
Nashville, Tennessee 37204
G-23442-4

ADDRESS NEW OWNERS:
N.B.H. Incorporated
107 Music City Circle, Suite 130
Nashville, TN 37214

SEND TAX BILLS TO:
"New Owner"

MAP-PARCEL NOS.
Map 062-00-0
Parcels 151.00,
160.00 & 243.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, **C & D Development, LLC, a Tennessee limited liability company**, hereinafter called the "Grantor", has bargained and sold, and by these presents does transfer and convey unto **N.B.H. Incorporated, a Tennessee corporation**, hereinafter called the "Grantee", its successors and/or assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

> LAND in Davidson County, Tennessee, being Lot Nos. 1, 2A, 2B, 3 and 4 on the Plan of Grand Old Golf Subdivision, Third Revision, of record in Book 8250, page 356, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> BEING the same property conveyed to C & D Development, LLC by Deed from Fiddler's Inn, Inc., a Tennessee corporation, of record in Instrument No. 20080115-0004386, dated January 11, 2008, Register's Office for Davidson County, Tennessee.

The above-described property is conveyed subject to the exceptions as set out on Exhibit "A" attached hereto and made a part hereof.

THIS is improved property, known as: 2440, 2450 & 2434 Music Valley Drive, Nashville, TN 37214.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and/or assigns, forever; and the undersigned Grantor does covenant with the said Grantee that it 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 set forth above; and the Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and/or assigns,

against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument has been executed this 1st day of September, 2011.

C & D Development, LLC, a Tennessee limited liability company

By: _____
Dennis E. Levering, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Dennis E. Levering, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of C & D Development, LLC, the within-named bargainor, a Tennessee limited liability company, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 1st day of September, 2011.

My Commission Expires: 2/24/13

_____
Notary Public

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,883,000.00.

_____
Affiant

Subscribed and sworn to before me this the 1st day of September, 2011.

My Commission Expires: 2/24/13

_____
Notary Public

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

nbh.wd

EXHIBIT "A"

1. Taxes for the year 2011 and subsequent years, not yet due and payable. Map 062-00-0 Parcels 151.00,160.00 & 243.00

2. The Plan of record in Plat Book 8250, Page 356, said Register's Office, shows an Owner's Certificate, and is subject to all matters as set forth therein.

3. Slope Easement Agreement of record in Book 8565, page 138, Register's Office for Davidson County, Tennessee.

4. Access Easement Agreement of record in Book 8565, page 142, Register's Office for Davidson County, Tennessee.

5. Non-Exclusive Access and Private Road Easement Agreement, of record in Book 9197, page 250, Register's Office for Davidson County, Tennessee.

6. Subject to restrictions, reservations, covenants, and provisions, as set out in the Deed of record in Book 9605, page 512, Register's Office for Davidson County, Tennessee.

7. Right-of-way for Street Purposes and Permanent Drainage and/or Public Utility Easement and Right of Entry for Temporary Construction Purposes, of record in Book 10676, page 589, Register's Office for Davidson County, Tennessee.

8. Right-of-way for Street Purposes and Right of Entry for Temporary Construction Purposes, of record in Book 10676, page 598, Register's Office for Davidson County, Tennessee.

9. Subject to an agreement regarding an electric message board and sign as stated in the Deed, of record in Instrument No. 20011228-0143692, Register's Office for Davidson County, Tennessee.

10. Inspection and Maintenance Agreement for Private Stormwater Management Facilities, of record in Instrument No. 20080729-0077406, Register's Office for Davidson County, Tennessee.

11. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances, of record in Instrument No. 20080729-0077452,Register's Office for Davidson County, Tennessee.