BILL GARRETT, Davidson County
Trans:T20150046534 DEEDWARRSP
Recvd: 06/11/15 16:04 6 pgs
Fees:33.00 Taxes:3700.00
20150611-0055554

THIS INSTRUMENT PREPARED BY: Wesley D. Turner **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 150 3rd Avenue South, Suite 1700 Nashville, Tennessee 37201 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $1,000,000.00. AFFIANT Subscribed and sworn to before me, this 10th day of June, 2015. Notary Public My Commission Expires: 8/23/16

DOROTHY GIBBY NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires AUG. 23, 2016

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Numbers
Grote Family, L.P. c/o Carl A. Grote, III 108 Clarendon Avenue Nashville, TN 37205	SAME	Davidson County Map 140, parcel 17 Map 140, parcel 19 Map 139, parcel 2 (assessed in Cheatham County) Part of Map 140, parcel 18 Part of Map 140, parcel 20 Cheatham County Map 095, parcel 110.16 Map 100, parcel 005.00 Map 100, parcel 005.01

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the

receipt of which is hereby acknowledged, **NASHVILLE BILTMORE, L.P.**, a Texas limited partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **GROTE FAMILY, L.P.**, a Tennessee limited partnership, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County and Cheatham County, Tennessee, described as follows:

BEGINNING AT AN IRON PIN ON THE NORTHWEST CORNER OF A 340 ACRE TRACT OF LAND CONVEYED TO GROTE FAMILY LP, AS RECORD IN BOOK 389, PAGE 487, R.O.C.C;

THENCE, NORTH 12° 02' 26" EAST, 593.05 FEET TO A STEEL CORNER POST;

THENCE, NORTH 60°52'00" EAST, 181.50 FEET TO A STEEL CORNER POST;

THENCE, NORTH 08°42'24" EAST, 171.95 FEET TO AN IRON PIN, SAID POINT BEING THE SOUTHEAST CORNER OF NASHVILLE BILTMORE, LP BOOK 150, PAGE 276, R.O.C.C.;

THENCE, NORTH 68°46'36" WEST, 1,665.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ANDERSON ROAD;

THENCE, WITH SAID RIGHT-OF-WAY NORTH 55°14'25" EAST, 458.93 FEET TO A POINT;

THENCE, NORTH 68°23'24" EAST, 89.63 FEET TO A POINT;

THENCE, NORTH 03°00'36" WEST, 115.32 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 70°33'36" EAST, 1,261.36 FEET TO A POINT;

THENCE, NORTH 08°42'24" EAST, 1,522.57 FEET TO A CONCRETE MONUMENT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40, SAID POINT BEING LOCATED AT HIGHWAY STATION 515+00, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE WITH SOUTHERLY RIGHT- OF-WAY LINE IN AN EASTERLY DIRECTION, FOLLOWING THE CALLS:

THENCE, SOUTH 52°31'08" EAST; 399.32 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 33°54'33" WEST; 32.72 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 52°51'45" EAST; 1,299.65 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 37°30'43" WEST; 24.51 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 52°53'12" EAST; 700.73 FEET TO A CONCRETE MONUMENT;

THENCE, NORTH 42°10'41" EAST; 20.52 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 52°50'46" EAST; 620.71 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 35°36'51" WEST; 18.20 FEET TO A CONCRETE MONUMENT;

THENCE, 1008.75 FEET WITH A CURVE TO THE LEFT, CROSSING THE CHEATHAM-DAVIDSON COUNTY LINE, , HAVING A DELTA OF 14°29'10", A RADIUS OF 3,989.72 FEET, AN A CHORD BEARING AND DISTANCE OF SOUTH 61°37'49" EAST, 1006.04 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 11°47'51" WEST; 33.44 FEET TO A CONCRETE MONUMENT;

THENCE, 847.49 FEET WITH A CURVE TO THE LEFT, HAVING A DELTA OF 12°04'15", A RADIUS OF 4,022.72 FEET, AN A CHORD BEARING AND DISTANCE OF SOUTH 74°59'09" EAST; 845.92 FEET TO A CONCRETE MONUMENT;

THENCE SOUTH 81°27'23" EAST; 205.34 FEET TO A CONCRETE MONUMENT;

THENCE NORTH 07°28'43" EAST; 75.00 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 82°31'16" EAST; 675.98 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 07°28'44" WEST; 65.00 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 82°31'16" EAST; 122.31 FEET TO A CONCRETE MONUMENT;

THENCE, LEAVING SAID RIGHT-OF-WAY IN A SOUTHERLY DIRECTION WITH A PROPOSED P.U.D. LINE, SOUTH 07°31'52" WEST; 1,385.60 FEET TO A POINT;

THENCE, SOUTH 01°44'52" WEST; 2,845.41 FEET TO A POINT;

THENCE, SOUTH 88°10'18" EAST; 607.65 FEET TO A POINT;

THENCE, SOUTH 05°01'58" WEST; 500.16 FEET TO A POINT AND BEING THE SOUTHWEST CORNER OF THE P.U.D. LIMITS;

THENCE, SOUTH 02°49'19" WEST; 1,409.60 FEET TO AN IRON PIN;

THENCE, NORTH 87°13'28" WEST; 2,419.64 FEET TO A 30" BEECH;

THENCE, SOUTH 01°38'43" EAST; 155.70 FEET TO AN IRON PIN;

THENCE, NORTH 84°50'45" WEST; 1,225.96 FEET TO AN IRON PIN;

THENCE, NORTH 01°47'19" EAST; 793.85 FEET TO AN IRON PIN IN THE SOUTH LINE OF GROTE FAMILY LP'S 340 ACRE TRACT, AS RECORD IN BOOK 389, PAGE 487, R.O.C.C; ;

THENCE WITH GROTE, SOUTH 84°57'19" EAST; 400.00 FEET TO AN IRON PIN;

THENCE, NORTH 04°50'30" EAST; 5023.46 FEET TO AN IRON PIN;

THENCE, NORTH 88°12'04" WEST; 3,138.32 FEET TO THE POINT OF BEGINNING CONTAINING 24,370,103.0 SQUARE FEET OR 559.50 ACRES MORE OR LESS.

Being part of the same property conveyed to Nashville Biltmore, L.P., by deed from Branstetter Family Partners and Cecil D. Branstetter, Sr., of record in Record Book 150, page 276, Register's Office for Cheatham County, Tennessee, and of record at Instrument No. 20050527-0059794, Register's Office for Davidson County, Tennessee.

The legal description herein was prepared by Timothy Mark Donlon, R.L.S., Tennessee License No. 2297, Donlon Land Surveying, LLC, 8120 Sawyer Brown Road, Suite 110A, Nashville, TN 37221.

This conveyance is made subject to:

1. 2015 Metro and Cheatham County taxes, a lien not yet due and payable, which have been prorated and will be paid by Grantee.

2. Subject to "Roll-Back Taxes" for the statutory period if the land is converted to use other than those stipulated in the provisions of TCA 67-5-1001 thru 67-5-1050.

3. Ingress and Egress and Utility Easement as set out in deed from Nashville Biltmore, L.P., to Grote Family, L.P., of record in Record Book 389, page 487, Register's Office for Cheatham County, Tennessee.

4. Grant of Transmission Line Easement to United States of America, of record in Instrument No. 20051117-0138953, Register's Office for Davidson County, Tennessee.

5. Continuing Option Agreement by and between Nashville Biltmore, L.P., a Texas limited partnership and Grote Family, L.R, a Tennessee limited partnership, of record in Instrument No. 20111004-0076662, Register's Office for Davidson County, Tennessee, and of record at Record Book 389, page 495, Register's Office for Cheatham County, Tennessee.

6. Application for Greenbelt Assessment filed by Nashville Biltmore, of record in Record Book 188, page 736, Register's Office for Cheatham County, Tennessee.

7. Easement to the State of Tennessee for Interstate Highway drainage of record in Deed Book 99, page 52, Register's Office for Cheatham County, Tennessee.

8. Utility Easement granted to Second South Cheatham Utility District of record in Deed Book 435, page 289, Register's Office for Cheatham County, Tennessee.

9. Lack of direct access to a controlled access highway.

10. Right of way of Turkey Ridge Road.

This is unimproved property known as 559.50 acres, more or less, off Anderson Road, Ashland City, Tennessee 37205. Grantor warrants to Grantee that no hunting lease encumbers the subject property.

Grantor and Grantee further covenant and agree as follows:

1. The covenants, representations and warranties contained in the Purchase and Sale Agreement dated effective May 8, 2015 executed between Grantor and Carl A. Grote, III, and assigned to Grantee, shall survive closing of sale and shall not be merged into this deed and other closing documents.

2. The Continuing Option Agreement between Grantor and Grantee dated September 16, 2011 of record as Instrument No. 2011104-0076662, Register's Office for Davidson County, Tennessee, and in Record Book 389, page 495, Register's Office for Cheatham County, Tennessee, is in full force and effect and will continue hereafter. Grantee, its successors and assigns, shall be entitled to the benefit of the Continuing Option Agreement, and the easement which may be purchased thereunder. The Continuing Option Agreement, and the easement which may be purchased thereunder, shall be appurtenant to the land conveyed herein, as well as the land previously conveyed by Grantor to Grantee and shall run with the land.

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, its successors and assigns, forever; and it covenants 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, unless otherwise herein set out; and further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

WITNESS our hand this 9 day of June, 2015.

NASHVILLE BILTMORE, L.P., a Texas limited partnership

By: JMJ Biltmore, LLC, a Texas limited liability company, General Partner

By: _____
Timothy Barton, Managing Member

STATE OF TEXAS)
COUNTY OF DALLAS)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **TIMOTHY BARTON**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is **MANAGING MEMBER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 9 day of June, 2015.

_____
Notary Public

My Commission Expires: July 21, 2018

SASKYA BEDOYA
Notary Public, State of Texas
My Commission Expires
July 21, 2018