BILL GARRETT, Davidson County
Trans:T20150046537 DEEDWARRSP
Recvd: 06/11/15 16:08 5 pgs
Fees:28.00 Taxes:2656.12
20150611-0055556

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 $717,870.00. AFFIANT Subscribed and sworn to before me, this 10th day of June, 2015. Notary Public My Commission Expires:

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

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
Steven A. Riley 400 Royal Oaks Drive Nashville, TN 37205	SAME	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

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, **GROTE FAMILY, L.P.**, a Tennessee limited partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does

transfer and convey unto **STEVEN A. RILEY**, hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SUBJECT PROPERTY LOCATED ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE 40 AND BEING ON THE DAVIDSON AND CHEATHAM COUNTY LINE;

THENCE WITH SAID RIGHT-OF-WAY, 481.09 FEET WITH A CURVE TO THE LEFT, HAVING A DELTA OF 06°54'32", A RADIUS OF 3,989.72 FEET, AN A CHORD BEARING AND DISTANCE OF, SOUTH 65°25'08" EAST; 480.80 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,

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;

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; 1,128.23 FEET TO A POINT ON THE DAVIDSON AND CHEATHAM COUNTY LINE;

THENCE IN A NORTHERLY DIRECTION WITH SAID COUNTY LINE, NORTH 09°06'24" EAST; 6,741.71 FEET TO THE POINT OF BEGINNING CONTAINING 17,494,651.50 SQUARE FEET OR 401.60 ACRES, MORE OR LESS.

Together with non-exclusive rights, which are co-extensive with Grantor, its successors and assigns, in and to the Continuing Option Agreement (the "Continuing Option Agreement") for purchase of an easement, as set forth therein, 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.

Being part of the same property conveyed by Nashville Biltmore, L.P. by deed to Grote Family, L.P., of record in Record Book _____, page _____, Register's Office for Cheatham County, Tennessee, and Instrument No. 20150611-0055554, 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. Grant of Transmission Line Easement to United States of America, of record in Instrument No. 20051117-0138953, Register's Office for Davidson County, Tennessee.

4. 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.

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

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

This is unimproved property known as 401.60 acres, more or less, off Anderson Road, Ashland City, Tennessee 37205.

Grantor further grants to Grantee a non-exclusive easement for vehicular and pedestrian ingress and egress from Anderson Road to the subject property for the use of Grantee and his immediate family members for customary farming, recreational and outdoor activities, and to provide access for one single family dwelling house upon the land benefited by such easement. Said easement is subject to the further terms and conditions:

1. Said easement shall be fifty (50) feet in width. The location of said easement shall be established by mutual agreement of Grantor and Grantee, but shall not interfere with or impede any then current or proposed development over Grantor's property, or be situated so as to devalue Grantor's property. The parties shall act reasonably and in good faith to carry out the terms of this provision. In the event the parties are unable to reach an agreement as to the location of the easement, then the location shall be determined by mutual agreement of two surveyors designated by each of Grantor and Grantee under the same procedure which is set forth in Section 3 of the Continuing Option Agreement.

2. At such time as the McCrory Lane Easement, as defined in the Continuing Option Agreement, is purchased and established under the Continuing Option Agreement, then the easement to Anderson Road granted hereunder shall automatically terminate and be of no further force and effect.

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 and binds itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, his heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

WITNESS our hand this 10 day of June, 2015.

GROTE FAMILY, L.P., a Tennessee limited partnership

By: _____

Carl A. Grote, III, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **CARL A. GROTE, III**, 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 **GENERAL PARTNER** 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 10th day of June, 2015.

Dorothy Gibby
Notary Public

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

My Commission Expires: 8/23/16