WARRANTY DEED

ANN ELISE WALSTON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SUMNER

PLEASE RETURN TO:
WARRANTY TITLE INSURANCE CO
120 ANDERSON LANE
HENDERSONVILLE, TN 37075

STATE OF TENNESSEE
COUNTY OF
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS$ 675,000.00

Affiant

SUBSCRIBED AND SWON TO BEFORE ME, THIS THE 30th DAY OF August, 2018

Notary Public

MY COMMISSION EXPIRES: 3-2-2021
(Affix Seal)

THIS INSTRUMENT WAS PREPARED BY:
Creekside Title & Escrow, LLC, 311 E. Main Street, STE 5, Hendersonville, TN 37075

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Barry Westbrook 401K LLC Trust	Barry Westbrook 401K LLC Trust	26-9-92.00
404 Flagstone CT	4014 Flagstone CT	
Franklin, TN 37069	Franklin TN 37069	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,WE, ***Timothy Drowns and Daniel E. Bates*** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THERE PRESENTS DO TRANFER AND CONVEY UNTO ***Barry Westbrook 401K LLC Trust*** HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **DAVIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

For a more complete and accurate description see Exhibit "A" attached and made a part hereof as if copies herein verbatim

Bill Garrett Davidson County
Batch# 135610 **DEEDWARR**
08/31/2018 12:56:04 PM 4 pgs
Fees: $23.00 Taxes: $2,497.50

20180831-0086680

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of r ecord (3) all subdivision/condominium plats, assessments, covenants, bylaws, restrictions, declarations and easements of record (4) building restrictions, and (5) other matter of public record in the said Register's Office for said County.

This is: Unimproved ( )
Improved (xx) Property, known as **555 Rivergate Parkway, Goodlettsville, TN 37072**
(House Number) (Street) (City or Town) (Zip Code)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said RANTEESS, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, 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 our hands this 2nd day of July, 2018.

Timothy Drowns

Daniel E. Bates

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Timothy Drowns and Daniel E. Bates** the bargainor(s) with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that **he/she/they** executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 2nd day of July, 2018.

Commission Expires: 3/2/21

Notary Public

M TODD CATHEY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, _____, a Notary Public within and for the State and County aforesaid personally appeared _____ and _____ with whom I am personally acquainted and who upon _____oath(s) acknowledged _____ to be the _____ and _____respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____, _____.

My commission expires: _____

Notary Public

EXHIBIT "A"

Certain real property situated in Davidson County, Tennessee, and described as follows, to-wit:

BEGINNING at a point in the Southerly margin of Two Mile Parkway at the Mobil Oil Corporation Leasehold Estate, of record in Book 4309, Page 192, Register's Office for Davidson County, Tennessee; thence South 1° 46' East 276.7 feet to a point; thence North 88° 53' West 218.36 feet to a concrete monument; thence North 1° 07' East 112.10 feet to a concrete monument; thence North 88° West 380.0 feet to an iron pin; thence North 2° 46' East 771.15 feet to the Southerly margin of Two Mile Parkway; thence with said Parkway South 45° 38' East 873.0 feet to the **POINT OF BEGINNING**, containing 7.37 acres, more or less, according to a survey made by Wayne Cooper, Sr., dated October 27, 1970

INCLUDED in the above description, but expressly **EXCLUDED** from the subject property are the following parcels:

EXCLUSION NO. 1:

BEGINNING at a point, this point being an iron pin set in the Southern boundary of Two Mile Parkway at the Northeastern corner of the Metropolitan School Board property; thence South 45° 38' East, 375.00 feet along the Southern boundary of Two Mile Parkway to an iron pin; thence South 44° 22' West 348.07 feet bounded by the Rivergate Development Company property to an iron pin; thence North 02° 45' West, 511.64 feet bounded by the Metropolitan School Board property to an iron pin, this being the **POINT OF BEGINNING** and containing 1.498 acres, more or less, also known as Lot 1 on the plat of Parkway Annex, of record in Book 4715, Page 103.

EXCLUSION NO. 2: Book 5858, Page 888

Being Lot No. 2, on the plan of Parkway Annex, Section 2, which plat is of record in Book 5190, Page 611, Register's Office for Davidson County, Tennessee, to which record reference is hereby made for a more particular description thereof.

Said Lot No. 2 fronts 137.50 feet on the South margin of Two Mile Parkway, and extends back 325.00 feet on the West line, and 337.43 feet on the East line, to a line on the rear measuring 167.50 feet.

INGRESS & EGRESS EASEMENT:

This property is benefitted by, and subject to, an Easement for Ingress and Egress as shown on the Plat of Parkway Annex, Section 2, of record in Book 5190, Page 611, Register's Office for Davidson County, Tennessee.

PERMANENT DRAINAGE EASEMENTS: Book 9762, Page 573 / Plat in Book 5190, Page 611

EASEMENT NO 1:

BEGINNING at a point on the East line of the Metropolitan Board of Education Property as defined in Deed Book 3066, page 571, R.O.D.C., Tennessee, said point being common to the Security Federal Savings and Loan Co. Property as defined in Deed Book 4962, page 929, R.O.D.C., Tenn. and the Frank C. Davis, Jr. Property as defined in Deed Book 6001, page 238, R.O.D.C., Tenn. thence South 2 degrees 44 minutes 00 seconds East, 10 feet to the actual **POINT OF BEGINNING** of this easement; thence, leaving said East line North 87 degrees 16 minutes 00 seconds East, 3.93 feet to a point; thence, North 44 degrees 22 minutes 00 seconds East, 27.00 feet to a point; thence, South 45 degrees 38 minutes 00 seconds East, 20.00 feet to a point; thence, South 44 degrees 22 minutes 00 seconds West, 34.86 feet to a point; thence, South 87 degrees 16 minutes 00 seconds West, 11.79 feet to a point on said East line of Metropolitan Board of Education Property; thence, with said East line, North 2 degrees 44 minutes 00 seconds West, 20.00 feet to the actual **POINT OF BEGINNING,** containing 776 square feet.

10-foot temporary construction easements shall be on the sides of the above described 20-foot permanent drainage easement and shall be automatically abandoned upon completion of construction.

Continued

EASEMENT NO 2:

A 20-foot permanent drainage easement with 10-foot temporary construction easements on both sides through the Goodlettsville Elementary School property, and being more particularly described as follows:

20-foot permanent drainage easement shall begin at a point on the West line of Frank C. Davis, Jr. as recorded in Book 6001, page 238, R.O.D.C., Tennessee and the East line of a tract conveyed to Metropolitan Nashville-Davidson County Board of Education by deed recorded in Book 3066, page 571, R.O.D.C., Tennessee, said point being S 2 degrees 44' E, 10 feet from the Northwest corner of Frank C. Davis, Jr. and proceeding as follows:

1. With the line between Davis and the Board of Education S 2 degrees 44' E, 20.0 feet; thence,

2. Leaving said common line S 87 degrees 16' W, 190.0 feet to the center of a drain; thence,

3. With the center of a drain N 6 degrees 10' W, 20.0 feet; thence,

4. Leaving the drain N 87 degrees 16' E, 191.5 feet to the **POINT OF BEGINNING.**

10-foot temporary construction easements shall be on the South side and the North side of the above-described 20- foot permanent drainage easement and shall be automatically abandoned upon completion of construction.

Being the same property conveyed to Timothy Drowns and Daniel E. Bates by Warranty Deed from The Davis Limited Family Partnership, dated January 9, 2018 and filed of record in Instrument No. 20180109-0002676, Register's Office for Davidson County, Tennessee.

Subject to BellSouth Mobility, Inc. Right-of-Way and Easement Agreement of record in Book 9752, Page 68, said Register's Office.