# WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $521,750.00.

Affiant

Subscribed and sworn to me on Septembe

NOTARY PUBLIC

SEZEN YILMAZ NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY MY COMMISSION EXPIRES SEPTEMBER 08, 2025

Karen Johnson Davidson County
Batch# 916714 DEEDWARR
09/14/2022 11:43:44 AM 3 pgs
Fees: $18.00 Taxes: $1,930.48

20220914-0102517

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE KELLEY
330 Commerce Street, Suite 110
Nashville, TN 37201
Our File #35680HUD

Prepared by:
Record and Return To:
Chapman and Rosenthal Title, Inc
10 Burton Hills Blvd., Suite 130
Nashville, TN 37215

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| Sutter County Homes, LLC<br>727 Chard Lane<br>Nolensville, TN 37135 | 4061 Errante Drive<br>El Dorado Hills, CA 95762 | 186-03-0A-014.00-CO |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Sutter County Homes, LLC, a California Limited Liability Company, hereinafter called **"GRANTEE,"** its heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 14 on the Plan of Burkitt Commons, Phase 3 of record in Plat at Instrument No. 20210112-0005106, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to Regent Homes LLC, a Tennessee limited liability company by Special Warranty Deed from Newco-Burkitt LLC, a Tennessee limited liability company of record in Instrument No. 20160421-0039019, Register's Office for Davidson County, Tennessee, dated April 20, 2016 and recorded on April 21, 2016. (Value or consideration as shown in aforementioned deed $1,781,990.75.)

AND
Being a portion of the same property conveyed to Regent Homes LLC, a Tennessee limited liability company by Special Warranty Deed from Burkitt Commons LLC, a Tennessee limited liability company of record in Instrument No. 20160421-0039020, Register's Office for Davidson County, Tennessee, dated April 20, 2016 and recorded on April 21, 2016. (Value or consideration as shown in aforementioned deed $218,009.25.)

AND ALSO
Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee limited liability company by Quitclaim Deed from Newco-Burkitt LLC, a Tennessee

limited liability company and Burkitt Commons LLC, a Tennessee limited liability company of record in Instrument No. 20160421-0039022, Register's Office for Davidson County, Tennessee, dated April 20, 2016 and recorded on April 21, 2016. (Value or consideration as shown in aforementioned deed $0.00.)

The conveyance of the above-described parcel of land is subject to the following:

1. 2022 Davidson County Taxes which have been prorated by the parties and are assumed by the Grantee(s).
2. Subject to all matters shown on the Plan of record as Instrument No. 20210112-0005106, Register's Office of Davidson County, Tennessee.
3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument No. 20180202-0010924, amended and supplemented in Instrument No. 20190321-0025835 and supplemented in Instrument No. 20191219- 0131322 and DCCR's in Instrument No. 20210727-0101163, Instrument No. 20210811-01108371 and Instrument No. 20210907-0119778, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
4. Sanitary Sewer and/or Storm Drainage Easement of record in Instrument No. 20050908-0108101, in the Register's Office for Davidson County, Tennessee.
5. Easement and Contribution Agreement of record in Instrument No. 20050816-0096915, in the Register's Office for Davidson County, Tennessee.
6. Declaration Regarding Outparcels of record in Instrument No. 20200430-0045540, in the Register's Office for Davidson County, Tennessee.
7. Charter for Homeowners Association of record in Instrument No. 20180125-0008085, in the Register's Office for Davidson County, Tennessee.
8. Overhead Line Easement of record in Instrument No. 20060816-0100824, in the Register's Office for Davidson County, Tennessee.
9. Restriction for Storm Water Facilities and Systems of record in Instrument No. 20170308-0022983, in the Register's Office for Davidson County, Tennessee.
10. Easement Agreement of record in Instrument No. 20201113-0134459, in the Register's Office for Davidson County, Tennessee.
11. Subject to rights of others in and to the common areas and/or elements.
12. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 727 Chard Lane, Nolensville, TN 37135.

**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 heirs and assigns, forever, and 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, unless otherwise herein set out; and 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 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** my hand on September 1, 2022.

**REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY:**

By: _____
Richard W. Sebastian, Authorized Representative

**STATE OF TENNESSEE, COUNTY OF DAVIDSON**

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of Regent Homes, LLC, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at office, on September 1, 2022.

_____
NOTARY PUBLIC

My Commission Expires: _____

