LIMITED WARRANTY DEED	STATE OF TENNESSEE COUNTY OF DAVIDSON I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $2,225,525.00. Affiant Subscribed and sworn to before me, this the 19th day of October, 2023. Notary Public My Commission Expires: 1-16-2024

Karen Johnson Davidson County
Batch# 1063034 DEEDWARR
10/20/2023 06:56:30 AM 6 pgs
Fees: $33.00 Taxes: $8,234.44
20231020-0082199

JIM MYERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

THIS INSTRUMENT PREPARED BY
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, TN 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel Number:
Matthew David McEvoy Amy McEvoy 7725 Old Harding Pike Nahville, TN 37221	Regions Bank d/b/a Regions Mortgage 2050 Parkway Office Circle Birmingham, AL 35244	156-00-0-112

STATE OF TENNESSEE

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAVIDSON

This Indenture, made as of the date set forth below, between **Drees Premier Homes, Inc., an Ohio Corporation** (referred to hereinafter as "Grantor"), and **Matthew David McEvoy and Amy Elizabeth McEvoy, husband and wife** (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of TWO MILLION TWO HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 ($2,225,525.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto Grantee and Grantee's heirs and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as improved property located at 7725 Old Harding Pike, Nashville, TN 37221; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the **"Permitted Exceptions"**).

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVENING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECTS TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, his/her/their heirs and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, his/her/their heirs and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2023), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject Property unto Grantee, his/her/their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES ON FOLLOWING PAGE.

202310200082199

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 19th day of October, 2023.

GRANTOR:

Drees Premier Homes, Inc.,
an Ohio Corporation

By: _____
Michael D. Carey, Assistant Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael D. Carey, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Assistant Secretary of Drees Premier Homes, Inc., the maker, and is authorized by the maker to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this the 19th day of October, 2023.

JIM MYERS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

_____
Notary Public
My Commission expires: 11-6-2024

EXHIBIT "A"

LEGAL DESCRIPTION

Land in the Ninth Civil District of Davidson County, Tennessee, being Tract No. 2 on the Survey of the John T. Marler Tracts made by C. K. McLemore dated December, 1979 (being a portion of property formerly described as a part of Tract No. 6 in the partition of the J. H. Wright "Belleview Farm", and being more particularly described as follows:

Beginning at an iron post in the east margin of Old Harding Road at the northwest corner of the Hutton tract as described in Book 731, page 560, said Register's Office, thence with her north line, South 84 deg. 00 min. East 391.0 feet to an iron post, her northeast corner, thence South 6 deg. 00 min. West 210.0 feet with her east fence line to an iron post, thence a new staked line South 84 deg. 00 min. East 798.0 feet to the center line of Trace Creek, the west line of Rice, thence with said creek following closely the center line North 15 deg. 59 min. West 444.9 feet, more or less, to the approximate center of the Harpeth River, thence North 74 deg. 37 min. West 62 feet, more or less with said center line thence leaving said center line with the following three new staked lines, South 6 deg. 00 min. West 205.4 feet, more or less, to an iron post, North 77 deg. 00 min. West 350.0 feet to an iron post and North 84 deg. 00 min. West 615.0 feet to an iron post in the east margin of Old Harding Road, thence with said east margin, South 6 deg. 00 min. West 50.0 feet to the point of beginning and containing 5.08 acres, more or less.

There is also conveyed to said Grantee, his heirs and assigns, a nonexclusive easement for the installation, maintenance, and operation of a gravity sewer line; said easement is 25 feet wide, the centerline of which begins at the southeast corner of tract 1 on the within described survey and runs in a generally southerly direction crossing subject tract and tracts 3 and 4 on the within described survey, to a point in tract 5 on said survey terminating at the property conveyed to Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, by instrument of record in Book 4760, page 804, said Register's Office, for the purpose on constructing and operating thereon a sewer lift station.

Being the same property conveyed to Drees Premier Homes, Inc., an Ohio corporation by Warranty Deed from Matthew McEvoy and Amy McEvoy, husband and wife, dated October 7, 2022, recorded October 7, 2022, of record in Instrument No. 20221007-0110887, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

2. Davidson County taxes for the year 2023 and thereafter, not yet due and payable.

3. All matters described according to the Survey of the John T. Marler Tracts made by C. K. McLemore dated December, 1979.

4. Deed Restrictions of record in Book 5610, page 685, Register's Office for Davidson County, Tennessee; said restrictions being Terminated in Instrument No. 20071213-0143722, said Register's Office.

5. Agreement for Dedication of Easement for Sewer Line of record in Book 7803, page 648, Register's Office for Davidson County, Tennessee.

6. Agreement for Dedication of Public Utility Easement of record in Book 11744, page 717, Register's Office for Davidson County, Tennessee.

7. Ingress/Egress Easement of record in Book 6218, page 664, Register's Office for Davidson County, Tennessee.

8. Sewer Line Easement of record in Book 5610, page 685, Register's Office for Davidson County, Tennessee.

9. Agreement for Dedication of a Public Utilities Easement of record in Instrument No. 20220930-0108273, Register's Office for Davidson County, Tennessee.

10. Flow of Harpeth River.

11. Flow of Trace Creek.

12. Easement for the flow of water of any creeks, streams, branches, tributaries, ponds or rivers across/through or forming the boundary of property described herein and the rights of public therein.

13. Rights of upper and lower riparian owners to the flow of any creeks, streams, branches, tributaries, ponds or rivers across/through or forming the boundary of property described herein free from diminution and pollution.

14. Changes in the boundary of the property herein described resulting from erosion or accretion caused by the flow of any creeks, streams, branches, tributaries, ponds or rivers across/through or forming the boundary of property described herein.

202310200082199

- **The text of a certification of an electronic document must be in the following form.**

I, Kirsten Virden **do hereby make oath that I am a licensed Attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electric document is a true and exact copy of the original document executed and authenticated according to law on** 10-19-2023 **(date of document).**

Kirsten Virden

Affiant Signature

Date: 10-19-2023

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 19th **day of** October **,** 2023 **.**

Rachel Marie Collins

Notary Signature

MY COMMISSION EXPIRES: 3.10.2024

Notary's Seal (if on paper)

