Karen Johnson Davidson County
Batch# 1169039 DEEDWARRSP
08/14/2024 10:21:30 AM 9 pgs
Fees: $48.00 Taxes: $3,330.00
20240814-0061913

# SPECIAL WARRANTY DEED




STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $900,000.00

AFFIANT

Subscribed and sword to me on August 6, 2024.

NOTARY PUBLIC

My Commission Expires: 1-21-26

THIS INSTRUMENT WAS PREPARED BY:
Thomas N. Jones
Attorney at Law
357 Riverside Drive, Suite #1002
Franklin, Tennessee 37064
(615) 794-0807
Contact: Leigh Anne Sailors

| NAME / ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL# |
|---|---|---|
| Tuscany, LLC<br>1441 New Hwy. 96 W., Suite 414<br>Franklin, TN 37064 | Same as New Owner | 17700003500<br>17700003300<br>17700003200 |

FOR AND IN CONSIDERATION of Ten and No/100 ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **C&S Joint Venture, a Tennessee General Partnership, (hereinafter called "GRANTOR")**, has bargained and sold and by these presents does transfer and convey unto **Tuscany, LLC, a Delaware limited liability company (hereinafter called "GRANTEE")**, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

**Tract 28 (15.01 acres)**

BEING A TRACT OF LAND AS SHOWN ON PROPERTY MAP 177 ASSESSOR'S OFFICE AND LYING WHOLLY WITHIN THE 35th COUNCILMANIC DISTRICT OF DAVIDSON COUNTY, METROPOLITAN NASHVILLE, TENNESSEE. BOUNDED IN GENERAL BY C & S JOINT VENTURE'S 10.06 ACRE TRACT (TRACT 29) ON

THE EAST; JOHN H. DILLON AND SAMUEL DEWITT McGEE ON THE SOUTH; SANDRA B. CARLTON ON THE WEST; KENDALL KNIGHT, CORY MEDLIN AND DAVID JOHNSTON SAFFOLD ON THE NORTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BEARINGS BASED ON TENNESSEE STATE PLANE NORTH)

BEGINNING AT AN EXISTING ½" IRON PIN "CHAPDELAINE" AT A T-POST (N:610107.79 E;1661013.88) BEING IN THE NORTH LINE OF SAM DEWITT McGEE (INSTRUMENT #20080829-0088919 R.O.D.C.- PROPERTY MAP 177 PARCEL 43) AND ALSO BEING IN THE EAST LINE OF SANDRA B. CARLTON (REF. INSTRUMENT # 20190822-0084600 R.O.D.C.- LOT 27 FOX HOLLOW FARMS- PLAT BOOK 9700 PAGE 292 R.O.D.C.- PROPERTY MAP 177 PARCEL 29), SAID CORNER BEING A SOUTHEASTERLY CORNER OF AN EXISTING 100' INGRESS-EGRESS AND UTILITIES EASEMENT AS RECORDED IN DEED BOOK 8960 PAGE 247 R.O.D.C.; THENCE LEAVING McGEE WITH CARLTON'S EAST LINE N03°59'48"E 194.37' TO AN EXISTING ½" IRON PIN; THENCE N07°23'45"E 177.52' TO AN EXISTING ½" IRON PIN "RLS #1455"; THENCE N12°32'45"E 146.32' TO AN EXISTING 5/8" IRON PIN/CAP IN THE SOUTH LINE OF KENDALL KNIGHT (REF. INSTRUMENT #20211203-0160714 R.O.D.C.- LOT 14 FOX HOLLOW FARMS INSTRUMENT #20070103-0001065 R.O.D.C.- PROPERTY MAP 177 PARCEL 15); THENCE WITH KNIGHT'S SOUTH AND EAST LINES N55°30'30"E 172.84' TO AN EXISTING ½" IRON PIN; THENCE N29°30'58"W 95.94' TO AN EXISTING ½" IRON PIN. THE SOUTHWEST CORNER OF CORY MEDLIN (REF. INSRUMENT #20190503-0041651 R.O.D.C.- LOT 7 FOX HOLLOW FARMS PLAT BOOK 11190 PAGE 95 R.O.D.C.- PROPERTY MAP 177 PARCEL 12); THENCE WITH MEDLIN'S SOUTH LINES N60°25'14"E 309.79' TO A 1/2" IRON PIN SET IN THE CREEK; THENCE N74°30'41"E 307.43' TO AN EXISTING ½" IRON PIN, THE SOUTHWEST CORNER OF DAVID JOHNSTON SAFFOLD (REF. INSTRUMENT #20200623-0067726 R.O.D.C.- LOT 6 OF FOX HOLLOW FARMS; THENCE WITH SAFFOLD'S SOUTH LINE N89°39'59"E 132.61' TO A ½" IRON PIN SET IN THE CREEK, THE NORTHWEST CORNER OF C & S JOINT VENTURE'S TRACT 29; THENCE WITH TRACT 29'S WEST LINES S13°11'52"E 594.02' TO A ½" IRON PIN SET; THENCE S41°30'30"E 362.99' TO A 12" HICKORY IN THE NORTH FENCE LINE OF JOHN H. DILLION (REF. DEED BOOK 7169 PAGE 994 R.O.D.C.- PROPERTY MAP 178 PARCEL 5); THENCE WITH DILLON'S NORTH FENCE LINES S70°03'49"W 86.57' TO A TREE; THENCE S81°49'40"W 67.43' TO A TREE; THENCE N78°43'26"W 70.11' TO AN 8" OAK; THENCE S87°14'57"W 47.73' TO A 12" OAK; THENCE N68°25'45"W 159.67' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE N80°21'28"W 158.47' TO A T-POST IN A STUMP; THENCE N86°09'33"W 107.46' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE N50°53'50"W 74.31' TO A 24" BEECH; THENCE N75°59'55"W 109.64' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE

S73°58'47"W 122.39' TO A ½" IRON PIN SET; THENCE S69°46'16"W 146.40' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE S67°33'51"W 38.67' TO AN 18" OAK; THENCE S50°01'04"W 47.72' TO AN EXISTING ½" IRON PIN "CHAPDELAINE", THE NORTHEAST CORNER OF THE AFOREMENTIONED SAMUEL DEWITT McGEE; THENCE WITH McGEE'S NORTH LINE S51°02'16"W 26.51' TO AN EXISTING ½" IRON PIN "CHAPDELAINE"; THENCE S34°08'15"W 86.84' TO THE POINT OF BEGINNING, CONTAINING 15.01 ACRES, MORE OR LESS, ACCORDING TO A SURVEY OF RANDOLPH L. CHAPDELAINE R.L.S. #1444, 7376 WALKER ROAD, FAIRVIEW, TENNESSEE 37062 AND DATED JUNE 14, 2024.

THERE IS ALSO GRANTED AND IN FAVOR OF AND SUBJECT TO FOR THE BENEFIT OF THE ABOVE TRACT A NON-EXCLUSIVE 50' INGRESS-EGRESS AND UTILITY EASEMENT, (BEING IDENTIFIED ON THE ATTACHED SURVEY AS FOX WAY POINT), THAT RUNS THROUGH THE C & S JOINT VENTURE, A TENNESSEE GENERAL PARTNERSHIP PROPERTIES (BEING NEW TRACTS 28, 29 & 30), THE SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING ½" IRON PIN "CHAPDELAINE" AT A T-POST (N:610107.79 E;1661013.88) BEING IN THE NORTH LINE OF SAM DEWITT McGEE (INSTRUMENT #20080829-0088919 R.O.D.C.- PROPERTY MAP 177 PARCEL 43) AND ALSO BEING IN THE EAST LINE OF SANDRA B. CARLTON (REF. INSTRUMENT # 20190822-0084600 R.O.D.C.- LOT 27 FOX HOLLOW FARMS- PLAT BOOK 9700 PAGE 292 R.O.D.C.- PROPERTY MAP 177 PARCEL 29), SAID CORNER BEING A SOUTHEASTERLY CORNER OF AN EXISTING 100' INGRESS-EGRESS AND UTILITIES EASEMENT AS RECORDED IN DEED BOOK 8960 PAGE 247 R.O.D.C.; THENCE LEAVING McGEE AND WITH CARLTON'S EAST LINE AND SAID 100' EASEMENT N03°59'48"E 99.58' TO A POINT; THENCE WITH THE NORTH SIDE OF FOX WAY POINT (50' INGRESS-EGRESS AND UTILITIES EASEMENT) FOR THE FOLLOWING 30 LINES TO POINTS:

N34°08'15"E 8.16' N51°02'16"E 33.49' N50°01'04"E 54.99' N69°46'16" E 149.20' N73°58'47"E 137.64' S75°59'55" E 134.18' S50°53'50"E 69.55' S86°09'33"E 94.10' S80°21'28" E 166.23' S68°25'45" E 154.21' N87°26'51" E 43.44' S78°39'03"E 67.93' N81°49'40" E 53.74' N70°11'42" E 72.52' N49°22'41" E 24.50' N40°53'48" E 48.18' N31°39'53" E 67.02' N30°31'04" E 173.48' N33°07'08"E 169.99'N20°05'38" E85.20'N56°30'31"E68.02'N79°54'37"E186.00'N70°55'58"E 68.95' N84°46'51"E 105.44'S74°25'41"E 29.69' N75°34'48"E 140.24' N26°30'49"E 141.86' N75°11'28"E 151.97' TO A POINT IN THE WEST LINE OF C & S JOINT VENTURES TRACT 31; THENCE WITH TRACT 31'S WEST LINE S21°30'53"E 50.34 TO AN EXISTING 5/8" IRON PIN "CHANDLER" IN THE NORTH LINE OF JOHN H. DILLON (REF. DEED BOOK 7169 PAGE 994 R.O.D.C.- PROPERTY MAP 178 PARCEL 5); THENCE WITH DILLON'S NORTH FENCE LINE

S75°11'28"W 135.23' TO AN EXISTING RAILROAD SPIKE AT A T-POST; THENCE S26°30'49"W 142.06' TO A 24" OAK; THENCE S75°34'48"W 176.45' TO A 24" SHAGBARK HICKORY; THENCE N74°25'41"W 33.91' TO A 10" DEAD OAK; THENCE S84°46'51"W 90.19' TO A 26" POPLAR; THENCE S70°55'58"W 66.80' TO AN EXISTING 5/8" IRON PIN "CHANDLER" AT A T-POST; THENCE S79°54'37"W 179.57' TO AN EXISTING T-POST; THENCE S56°30'31"W 41.22' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE S20°05'38"W 74.47' TO A 30" POPLAR; THENCE S33°07'08"W PASSING THE SOUTHEAST CORNER OF C & S JOINT VENTURE'S TRACT 29 AT 67.39' IN ALL 174.56' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE WITH TRACT 29'S SOUTH LINES S30°31'04"W 172.85' TO A 30" DEAD TREE; THENCE S31°39'53"W 71.56' TO A 24" OAK; THENCE S40°53'48"W 55.92' TO AN 18" HICKORY; THENCE S49°47'09"W 37.53' TO A 12" HICKORY, THE SOUTHEAST CORNER OF C & S JOINT VENTURE'S TRACT 28; THENCE WITH TRACT 28'S SOUTH LINES S70°03'49"W 86.57' TO A TREE; THENCE S81°49'40"W 67.43' TO A TREE; THENCE N78°43'26"W 70.11' TO AN 8" OAK; THENCE S87°14'57"W 47.73' TO A 12" OAK; THENCE N68°25'45"W 159.67' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE N80°21'28"W 158.47' TO A T-POST IN A STUMP; THENCE N86°09'33"W 107.46' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE N50°53'50"W 74.31' TO A 24" BEECH; THENCE N75°59'55"W 109.64' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE S73°58'47"W 122.39' TO A ½" IRON PIN SET; THENCE S69°46'16"W 146.40' TO AN EXISTING 5/8" IRON PIN "CHANDLER"; THENCE S67°33'51"W 38.67' TO AN 18" OAK; THENCE S50°01'04"W 47.72' TO AN EXISTING ½" IRON PIN "CHAPDELAINE", THE NORTHEAST CORNER OF THE AFOREMENTIONED SAMUEL DEWITT McGEE; THENCE WITH McGEE'S NORTH LINE S51°02'16"W 26.51' TO AN EXISTING ½" IRON PIN "CHAPDELAINE"; THENCE S34°08'15"W 86.84' TO THE POINT OF BEGINNING. According to survey performed by Randolph L. Chapdelaine RLS # 1444 dated June 14, 2024

Being a portion of the same property conveyed to C & S Joint Venture, a Tennessee General Partnership, by Warranty Deed from Charlie B. Mitchell, Jr., Trustee of the Mitchell Family Trust dated December 20, 2022, and being executed on April 29, 2024, and recorded as Instrument #20240430-0031367, Register's Office for Davidson County, Tennessee. And further being a portion of the same property conveyed to C & S Joint Venture, a Tennessee General Partnership, by Quitclaim Deed from Thomas N. Jones, Trustee, dated August 1, 2024, and recorded as Instrument # 20240814-0061696, Register's Office for Davidson County, Tennessee.

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

1. 2024 property taxes are a lien but are not yet due and payable. Said taxes have been prorated between the parties and payment of said taxes is the responsibility of the Grantor.

2. Subject to any and all matters shown on the survey Randolph L. Chapdelaine RLS # 1444 dated June 14, 2024, having been recorded with the Quitclaim Deed reference above.

3. Any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

4. Restrictive Covenants of record in Book 8960, Page 252, and as amended in Book 9048, Page 590, Book 9052, Page 433, Book 9137, Page 784, Book 9340, Page 579, Book 9400, Page 936, Book 9454, Page 59, Book 9648, Page 407, Book 9772, Page 401, Book 9892, Page 743, Book 9981, Page 497, Book 10112, Page 348, Book 10173, Page 415, Book 10675, Page 549, Book 10940, Page 200, Instrument No. 20040128-0010551, Instrument No. 20050216-0017867, Instrument No. 20151007-0102394, Instrument No. 20200326-0032884, and in Instrument No. 20221007-0110895, all in Register's Office for Davidson County, Tennessee.

5. Charter of Fox Hollow Farms Homeowners Association of record in Book 8960, Page 251, Register's Office for Davidson County, Tennessee.

6. Bylaws of Fox Hollow Farms Homeowners Association of record in Book 8960, Page 270, as amended in Instrument #20020103-0001121, and Instrument #20020710-0083032, Register's Office for Davidson County, Tennessee.

7. Easement for ingress-egress and utilities of record in Book 8916, Page 345 and corrected in Book 8980, Page 247, in Book 9052, Page 433 and revised by Exhibit "B" to amendment 3 to the Declaration of Protective Covenants, Conditions and Restrictions of record in Book 9137, Page 784 Register's Office for Davidson County, Tennessee.

8. Stormwater Detention Agreement of record in Book 9322, Page 351, Register's Office for Davidson County, Tennessee.

9. Boundary Agreement of record in Book 9892, Page 767, Register's Office for Davidson County, Tennessee.

10. Easements of record in Book 9892, Page 774, Book 9892, Page 779, and Instrument #20220830-0097778, Register's Office for Davidson County, Tennessee.

11. Restrictions of record in Instrument #20230808-0061315, Register's Office of Davidson County, Tennessee

This property is unimproved property.

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 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, except as 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 successors and assigns, against the lawful claims of all persons claiming by, through or under said GRANTOR, but not otherwise.

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.

**[SIGNATURE PAGE TO FOLLOW]**

Executed on this 2nd day of August, 2024.

GRANTOR:

C&S Joint Venture,
a Tennessee General Partnership

By: Sullivan Design & Construction, LLC,
Its Partner

By: _____
Name: Barry Sullivan
Title: Managing Member

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, Notary Public of the state and county aforesaid, personally appeared Barry Sullivan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of Sullivan Design & Construction, LLC, which is a Partner of C&S Joint Venture, a Tennessee General Partnership, the within named bargainor, and that he as such managing member executed the foregoing instrument for the purpose therein contained, by signing the name of C&S Joint Venture, a Tennessee general partnership, by himself as Managing Member of Sullivan Design & Construction LLC, a partner of C&S Joint Venture.

Witness my hand this 2nd day of August, 2024.

_____
Notary Public

My Commission expires: 5-23-27

THOMAS N JONES
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

C&S Joint Venture,
a Tennessee General Partnership

By: Chouteau Creek Holdings, LLC
Its Partner

By: _____
Name: Ben Eastep
Title: Managing Member

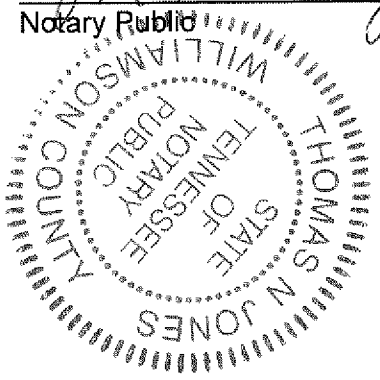
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, Notary Public of the state and county aforesaid, personally appeared Ben Eastep, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of Chouteau Creek Holdings, LLC, which is a Partner of C&S Joint Venture, a Tennessee General Partnership, the within named bargainor, and that he as such managing member executed the foregoing instrument for the purpose therein contained, by signing the name of C&S Joint Venture, a Tennessee partnership, by himself as Managing Member of Chouteau Creek Holdings LLC, a partner of C&S Joint Venture.

Witness my hand this 2nd day of August, 2024.

_____
Notary Public

My Commission expires: 5-23-27



# CERTIFICATE OF AUTHENTICITY

I, K. Thomas Sidwell, do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith, and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 2 day of August, 2024.

K. Thomas Sidwell
Date: 08/06/2024

STATE OF TN

COUNTY OF Williamson

Sworn to and subscribed before me this 6 day of August, 2024.

Notary Public
My Commission Expires: 1-21-26

KIMBERLY D. HICKS
NOTARY PUBLIC
STATE OF TENNESSEE
WILLIAMSON COUNTY