35 bs1

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Highlands of Brentwood, LLC 5120 Virginia Way Suite C-12 Brentwood, TN 37027	NEW OWNER	PART OF 172 - 79
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JEH) P.O. Box 198062, Nashville, Tennessee 37219		

SPECIAL WARRANTY DEED AND
RESERVATION AND GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, **ALMO PROPERTIES LLC**, a California limited liability company (successor by merger with ALMO PROPERTIES, a California general partnership) ("**Grantor**"), has bargained and sold, and hereby transfers and conveys to **HIGHLANDS OF BRENTWOOD, LLC**, a Tennessee limited liability company ("**Grantee**"), its successors and assigns, certain land in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Grantee, Grantee's successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year, which have been prorated between the parties and assumed by Grantee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $875,000.00.

X _____
Affiant

Subscribed and sworn to before me this 4th day of Nov., 1998.

_____
Notary Public
My Commission Expires: 7-23-2000

BRENDA S. LAIE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

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110024-002 10/09/98

2. All matters of record.

3. All matters which would be revealed by a survey or inspection of the Property.

Grantor covenants with Grantee that the Property is free from all encumbrances made by Grantor, except as may be set forth herein.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, Grantee's successors and assigns against the lawful claims of all persons claiming by, through or under Grantor.

In addition to the matters set forth herein, Grantee agrees to be bound by, and this conveyance is also subject to the following:

1. Restrictions with Respect to Use of the Property. No portion of the Property shall be used for any unlawful or illegal purpose. No obnoxious or offensive activity shall be permitted upon the Property, nor shall anything be done which may be, or may become, a nuisance or annoyance to adjacent parcels.

2. Approval of Plans Prior to Construction. Prior to submission to the Metropolitan Planning Commission or Metropolitan Council of any Final Development Plans or proposed amendment to the Planned Unit Development Zoning ("PUD") for the Property, the Grantee and any Grantee's successor in interest shall submit Final Development Plans or PUD amendment to Grantor or Grantor's successor in interest for review and approval.

3. No use shall be made of the Property other than for single family residences. Neither the Property, nor any portion thereof, shall be used for any commercial purpose.

4. Construction Standards. Any residence constructed on the Property shall contain not less than 1,300 square feet of living area. For this purpose, the term "living area" shall exclude basements, garages, porches, breezeways, terraces, balconies, decks, and similar appurtenances. No detached vehicle garages and no carports shall be permitted to be erected on single family residential lots constructed on the Property. The driveway within each single family residential lot constructed within the Property shall be paved with a hard-surfaced material (blacktop shall not be permitted).

5. Any deed or other conveyance, assignment or transfer document or instrument conveying, transferring or assigning all of any portion of the Property shall expressly contain and include the restrictions and covenants delineated herein.

The restrictions and covenants set forth in this Deed are restrictions that shall run with the land and bind the Property, and shall be binding upon the successors and assigns of the Grantee. The Grantee joins in the execution of this Deed for the purpose of acknowledging and

agreeing to the terms and provisions set forth herein. In connection therewith, the Grantee acknowledges that the failure to comply with any of the covenants and restrictions contained in this Deed shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, and such action may be brought or pursued by the Grantor, its successors and assigns, or any other adjacent property owner benefited by the covenants and restrictions contained herein.

ADDITIONALLY, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Grantor does by these presents hereby reserve and retain from the Property conveyance effected herein, and Grantee does by these presents hereby grant, transfer and convey unto Grantor, an easement (the "Easement") providing access (as described more particularly below) to that land consisting of 27.67 acres situated adjacent to the Property, being more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the "Adjacent Site"), for all purposes necessary and incident to the exercise of such reservation and grant, in, over and through the Property conveyed by this instrument, such Easement being more particularly described in Exhibit C attached hereto and incorporated herein by reference.

The Property and the Adjacent Site are as shown on the Plat of the Resubdivision of Lot 1 and P.U.D. Boundary Plat Lodge South, prepared by Barge, Waggoner, Sumner & Cannon, Inc. dated June 8, 1998 (the "Plat") as it has been approved and recorded in the Davidson County Register of Deed's Office. Grantor or any Grantor's successor in interest as owner of the Adjacent Site (the "Adjacent Site Owner") shall have the right to construct an access drive over the Easement area for vehicular and pedestrian ingress, egress and access to and from the Adjacent Site to and from Nolensville Road. Grantee or Grantee's successor in interest as owner of the Property burdened by the Easement shall not be responsible for the cost of construction or maintenance of the Easement. Grantor and Grantee agree that no later than at the time the Adjacent Site Owner submits detailed development plans for the Adjacent Site for approval for issuance of a building and/or grading permit for the development of the Adjacent Site, it shall be the obligation of the Adjacent Site Owner to proceed in good faith and with due diligence to obtain curb cut approval for an access directly onto Nolensville Road to serve the Adjacent Site. Only in the event that the Adjacent Site Owner is unable to obtain (i) a curb cut approval from all required governmental agencies and/or departments and (ii) access, ingress and egress rights to Nolensville Road that do not impose any extraordinary requirements as to a condition to its grant, shall the Adjacent Site Owner be allowed to use the Easement. The parties agree and acknowledge that the existing requirements for the curb cut for the Adjacent Site onto Nolensville Road do require the adding of a turn lane on Nolensville Road and that such a requirement is not an extraordinary requirement. Further, upon the grant of the curb cut approval for the Adjacent Site and completion of construction of such drive directly to the Adjacent Site from Nolensville Road, the Easement shall terminate and be of no further force and effect, and upon such approval and completion of construction of such drive, the parties hereto or their respective successors in interest shall execute an instrument terminating the Easement and to be recorded in the Davidson County Register of Deed's Office.

TO HAVE AND TO HOLD said Easement, together with all appurtenances and interest thereto in any way appertaining, to Grantor, Grantor's successors and assigns forever.

For the purpose of any notifications to be given by either party to the other hereunder, notices shall be delivered by certified or registered mail to the parties at the addresses set forth below:

If to Grantor:

Almo Properties LLC
c/o Irell & Manella LLP
1800 Avenue of the Stars
Suite 900
Los Angeles, California 90067
Attention: Steven Thomas, Esq.

With a Copy to:

Jon E. Hastings, Esq.
Boult, Cummings, Conners & Berry PLC
414 Union Street, Suite 1600
Nashville, Tennessee 37219

If to Grantee:

Highlands of Brentwood, LLC
5120 Virginia Way
Suite C-12
Brentwood, Tennessee 37027
Attention: G. Allen Patton

With a Copy to:

Hugh W. Entrekin, Esq.
Tune, Entrekin & White
First American Center, Suite 2100
Nashville, Tennessee 37238

Executed as of the 4th day of November, 1998.

ALMO PROPERTIES LLC,
a California limited liability company (successor by merger with ALMO PROPERTIES, a California general partnership)

By: _____

Its: Executive Vice President

HIGHLANDS OF BRENTWOOD, LLC
a Tennessee limited liability company

By: _____

Its: Chief Manager

This is unimproved property.

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

Before me, Virginia A. St. Jean the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared DAVID A. ALPERT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged ____ self to be ____ of Almo Properties LLC, the within named bargainor, a limited liability company, and that ____ as such ____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by ____ self as ____.

See attached

Witness my hand and seal, at office in Los Angeles, this the 12th day of October, 1998.

NOTARY PUBLIC

My Commission Expires: ____

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, ~~G. Allen Patton~~ Brenda S. Lane the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Allen Patton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him self to be Chief Manager of Highlands of Brentwood, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by G. Allen Patton self as Chief Manager

Witness my hand and seal, at office in Nashville, TN, this the 4th day of November, 1998.

Brenda S. Lane
NOTARY PUBLIC

BRENDA S. LANE NOTARY PUBLIC AT LARGE DICKSON COUNTY, TENN.

My Commission Expires: 7-23-2001

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110024-002 10/09/98

BOOK 11189 PAGE 618

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Oct. 12, 1998 (Date) before me, VIRGINIA H. St. Jean (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared DAVID A. ALPERT (Name(s) of Signer(s)),

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

VIRGINIA H. ST. JEAN
Commission # 1103953
Notary Public — California
Los Angeles County
My Comm. Expires Oct 12, 2000

WITNESS my hand and official seal.

Virginia H. St. Jean
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed & Reservation AND GRANT OF EASEMENT

Document Date: 10/1/1998 Number of Pages: 8

Signer(s) Other Than Named Above: (ROSLAND, PATTON) Smith, LLC

Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID A. ALPERT	Signer's Name:
☐ Individual	☐ Individual
☐ Corporate Officer Title(s): Executive V.P.	☐ Corporate Officer Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact	☐ Attorney-in-Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
RIGHT THUMBPRINT OF SIGNER Top of thumb here	RIGHT THUMBPRINT OF SIGNER Top of thumb here
Signer Is Representing: ALMO PROPERTIES, LLC	Signer Is Representing:

© 1995 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

SURVEYOR'S DESCRIPTION

Lot 3 Lodge South

Being a portion of the land conveyed to ALMO Properties, LLC as of record in Book 7720, Page 104, R.O.D.C. in the First Civil District, Thirty-First Councilmanic District, Nashville, Davidson County, Tennessee. Being located west of Nolensville Road and North of Celebration Way, and being more particularly described as follows:

BEGINNING at an iron pin set on the westerly right-of-way line of Nolensville Road at the northerly curve return of the north right-of-way line of Celebration Way.

THENCE, along a curve to the right 39.27 feet to a set iron pin on the northerly right-of-way line of Celebration Way said curve having a radius of 25.00 feet, a central angle of 90° 00' 00" a tangent of 25.00 feet and a chord bearing and distance of S 37° 31' 00" W, 35.36 feet.

THENCE, with the northerly right-of-way of Celebration Way S 82° 31' 00" W, 209.22 feet to an existing concrete monument on the northerly boundary line of Phase One Bridle Downs as of record in Book 6900, Pages 546-548 R.O.D.C.

THENCE, with the northerly line of said Phase One Bridle Downs and Edward Quinn Warner, et ux, as of record in Book 4975, Page 906, R.O.D.C. the following calls:

N 53° 29' 00" W, 316.52 feet to an existing concrete monument with a brass disk;
S 36° 08' 45" W, 484.72 feet to an existing concrete monument with a railroad spike;
N 82° 45' 09" W, 443.82 feet to an iron pin set;
N 84° 28' 34" W, 777.82 feet to an iron pin set;
N 84° 55' 00" W, 272.36 feet to an iron pin old on the easterly line of Richter/Dial Builders, Inc. as of record in Book 8803, Page 117, R.O.D.C.

THENCE, with said easterly line of Richter/Dial Builders, Inc. the following calls:

N 06° 00' 53" E, 121.60 feet to an iron pin set;
N 07° 39' 48" E, 535.11 feet to a point on a severance line;

THENCE, with said severance line the following calls:

S 89° 32' 50" E, 257.95 feet to an iron pin set;
N 51° 34' 11" E, 494.25 feet to an iron pin set;
S 41° 49' 47" E, 245.62 feet to an iron pin set;
N 78° 20' 15" E, 105.72 feet to an iron pin set;
S 82° 12' 33" E, 167.74 feet to an iron pin set;
N 59° 18' 27" E, 229.88 feet to an iron pin set;
S 82° 10' 56" E, 257.25 feet to an iron pin set;
S 78° 00' 42" E, 255.00 feet to an iron pin set;

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

N 80° 39' 24" E, 305.20 feet to an iron pin set on the westerly right-of-way of Nolensville Road;

THENCE, with said right-of-way along a curve to the left 228.64 feet to an iron pin set, said curve having a radius of 2,905.00 feet a central angle of 04° 30' 34" a tangent of 114.38 feet and a chord bearing and distance of S 05° 13' 43" E, 228.58 feet;

THENCE, continuing with said right-of-way S 07° 29' 00" E, 524.43 feet to the point of beginning.

Continuing 1,785,957 square feet or 41.00 acres more or less.

Barge, Waggoner, Sumner and Cannon, Inc.
File 14783-01
November 2, 1998

Being a portion of the same property conveyed to Almo Properties, a California general partnership by General Warranty Deed from Almal Associates, a North Carolina general partnership, of record in Book 7720, page 104, Register's Office for Davidson County, Tennessee and by Quitclaim Deeds of record in Book 7720, page 108 and Book 7720, page 111, said Register's Office. Almo Properties having since merged with Almo Properties, LLC as evidenced by Articles of Merger of record in Book 10052, page 375, said Register's Office.

The above property being Lot 3 as shown on Resubdivision of Lot 1 and PUD Boundary Plat Lodge South of record in Plat Book 9700, page 762, corrected and re-recorded at Plat Book 9700, page 773, Register's Office for Davidson County, Tennessee.

Exhibit B p 1 of 1

SURVEYOR'S DESCRIPTION

BOOK 11189 PAGE 621

Lot 1 Lodge South

Being a portion of land conveyed to ALMO Properties, L.L.C. as of record in Book 7720, Page 104, R.O.D.C. in the First Civil District, Thirty-First Councilmanic District, Nashville, Davidson County, Tennessee. Being located west of Nolensville Road and north of Celebration Way and being more particularly described as follows:

BEGINNING at an iron pin set at the southeast corner of the Southmark Property as of record in Book 7900, Page 38, R.O.D.C. and also being on the westerly right-of-way of Nolensville Road.

THENCE, with the westerly right-of-way of Nolensville Road along a curve to the left, 447.06 feet said curve having a radius of 2,905 feet, a central angle of 08° 49' 03", a tangent of 223.97 feet and a chord bearing and distance of S 01° 26' 06" W, 446.62 feet to a point at the beginning of a severance line;

THENCE, leaving said right-of-way with the severance line the following calls:

S 80° 39' 24" W, 305.20 feet to an iron pin (set);
N 78° 00' 42" W, 255.00 feet to an iron pin (set);
N 82° 10' 56" W, 257.25 feet to an iron pin (set);
S 59° 18' 27" W, 229.88 feet to an iron pin (set);
N 82° 12' 33" W, 167.74 feet to an iron pin (set);
S 78° 20' 15" W, 105.72 feet to an iron pin (set);
N 41° 49' 47" W, 245.62 feet to an iron pin (set);
S 51° 34' 11" W, 494.25 feet to an iron pin (set);
N 89° 32' 50" W, 257.95 feet to an iron pin (set) on the easterly line of Richter/Dial Builders, Inc., as of record in Book 8803, Page 117, R.O.D.C.;

THENCE, with said easterly line of Richter/Dial Builders, Inc., the following calls:

N 7° 39' 48" E, 142.50 feet to an iron pin (found);
N 14° 42' 58" E, 295.70 feet to an iron pin (found);
N 10° 01' 42" E, 449.78 feet to a pin found on the southerly line of Hickory Heights Partners, L.P. as of record in Book 7948, Page 830, R.O.D.C.;

THENCE, with the southerly lines of Hickory Heights Partners, L.P. and Southmark the following calls:

S 83° 31' 51" E, 537.79 feet to a 3/4 feet iron pipe;
S 83° 00' 54" E, 270.04 feet to an iron pin (set);
S 83° 20' 32" E, 1125.73 feet to the point of beginning.

Containing 1,205,484.10 square feet or 27.67 acres, more or less.

Barge, Waggoner, Sumner and Cannon, Inc.
File 14783-01
November 2, 1998

Exhibit C page 1 of 1

SURVEYOR'S DESCRIPTION BOOK 11189 PAGE 622

Access Easement Dedication

Being land in Nashville, First Civil District, Thirty-first Councilmanic District, Davidson County, Tennessee, generally located west of Nolensville Road and north of Celebration Way being a part of the Highlands of Brentwood Phase One as of record in Book ____, Page ____, R.O.D.C., and being more particularly described as follows:

COMMENCING at the northeast corner of said plat in the westerly right-of-way of Nolensville Road;

THENCE, leaving said right-of-way along the northern boundary of said plat, also being the southern boundary of property conveyed to Almo Properties, LLC as of record in Book 7720, Page 108, R.O.D.C., S 80° 39' 24" W, 184.19 feet to the true point of beginning;

THENCE, continuing along said boundary with the access easement S 80° 39' 24" W, 55.85 feet to a point;

THENCE, leaving said boundary S 35° 48' 45" E, 61.17 feet to a point at the beginning of a curve to the right;

THENCE, with said curve 39.27 feet to a point in the northerly margin of Brentwood Highlands Drive, said curve having a radius of 25.00 feet, a central angle of 90° 00' 00" , a tangent of 25.00 feet, and a chord of S 09° 11' 15" W, 35.36 feet;

THENCE, along said northerly margin N 54° 11' 15" E, 45.03 feet to a point at the beginning of a curve to the right;

THENCE, along said curve 51.40 feet to a point at the beginning of another curve to the right, said curve having a radius of 340.00 feet, a central angle of 08° 39' 43", a tangent of 25.75 feet, and a chord of N 58° 31' 07" E, 51.35 feet;

THENCE, leaving said northerly margin along said curve 35.49 feet to a point, said curve having a radius of 25.00 feet, a central angle of 81° 20' 17", a tangent of 21.48 feet, and a chord of N 76° 28' 53" W, 32.58 feet;

THENCE, N 35° 48' 45" W, 40.44 feet to the true point of beginning.

Containing 3,931.61 square feet or 0.09 acres, more or less.

Barge, Waggoner, Sumner and Cannon, Inc.
File 14783-01
September 30, 1998

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98 NOV -5 AM 9:46

DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

0508724

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LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

BOOK 11189 PAGE 623

CAMT	875000.00
CON TX	3237.50
PRFEE	1.00
WDEED	44.00
CFEE	2.00
TOTAL	3284.50
CHECK	3284.50

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RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0508724
IDENTIF. & REFERENCE

98 NOV -5 AM 9:46

REGISTER
DAVIDSON COUNTY, TN.

No. 1368088