Bk 31-B
S+R
JHR

SPECIAL WARRANTY DEED

THIS INSTRUMENT PREPARED BY
SHERRARD & ROE PLC
424 CHURCH STREET, STE 2000
NASHVILLE, TN 37219

Davidson County DEEDWARR
Recvd: 02/16/07 15:43 5 pgs
Fees:28.00 Taxes:7400.00

20070216-0020012

GRANTOR: The Westchester Company, LLC, a Tennessee limited liability company

GRANTEE: The Nashville Westchester, LLC, a Tennessee limited liability company

Address New Owner As Follows:	Send Tax Bills To:	Map Parcel /No.
The Nashville Westchester, LLC	Same	104-10/180
c/o Core Development Services, LLC		
301 Church Street		
Nashville, TN 37201		

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by The Nashville Westchester, LLC, a Tennessee limited liability company ("GRANTEE"), and other good and valuable consideration, the receipt of which is hereby acknowledged, The Westchester Company, LLC, a Tennessee limited liability company ("GRANTOR"), hereby bargains, sells and conveys to Grantee, its successors and assigns, the following described parcel of real estate located in Davidson County, Tennessee, more fully described in Exhibit "A", attached hereto and made a part hereof by this reference.

This conveyance is expressly made subject to those matters set out in Exhibit "B".

The Property is improved property located at: 2901 Blair Boulevard, Nashville, Tennessee.

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

Grantor covenants that Grantor is lawfully seized and possessed of the Property in fee simple, the Grantor has a good right to convey the Property, and Grantor's interest in the Property is unencumbered and unrestricted except as to those matters set forth on Exhibit "B", to which this conveyance is expressly made subject.

Except as to those matters set forth on Exhibit "B", to which this conveyance is expressly made subject, Grantor does further covenant and bind itself and its successors and assigns to warrant and forever defend title to the Property herein conveyed, to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has caused the foregoing instrument to be executed and delivered by its duly authorized Managers and Members, this 16th day of February, 2007.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value for this transfer (whichever is greater) is $2,000,000.00.

Affiant

Sworn to and subscribed before me this 16 day of February, 2007

Notary Public

My Commission Expires: 3-22-2008

RITA McQUERRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Rita McQuerry
My Commission Expires
March 22, 2008
STATE OF TENNESSEE

Signature Page Follows

THE WESTCHESTER COMPANY, LLC,
a Tennessee limited liability company

By:_____
John W. Hays, Member
and Chief Manager

By:_____
Gregory D. Duvall, Member
and Secretary

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Rita McQuerry, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared John W. Hays and Gregory D. Duvall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath acknowledged that they are the Members and Chief Manager and Secretary, respectively, of The Westchester Company, LLC, a Tennessee limited liability company, the within named bargainor, and who further acknowledged that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Westchester Company, LLC by themselves as Member and Chief Manager and Secretary, respectively.

WITNESS my hand and seal at office on this the 16th day of February, 2007.

Rita McQuerry
Notary Public

My Commission Expires:
3-22-2008

RITA McQUERRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Rita McQuerry
My Commission Expires
March 22, 2008
STATE OF TENNESSEE

375712.01 7604-0002

EXHIBIT "A"

Land lying in Davidson County, Tennessee, more particularly described as follows:

Land in Davidson County, Tennessee, being Lots 76 and 77, and parts of Lots 78, 79 and 80 on the Plan of Branford Realty Company's Subdivision of Westmoreland Place, as of record in Book 421, page 16, Register's Office for said County, and described according to a copy of a survey thereof made by T. R. Sanford, Surveyor, July 22, 1950, as follows: Beginning at an iron pin in the south margin of Blair Boulevard set at the beginning of a curve into Chesterfield Avenue; thence with the margin of Blair Boulevard around a slight curve, easterly 41.98 feet to an iron pin and continuing with the margin of Blair Boulevard south 85°22' east 236.2 feet to an iron pin at the beginning of a curve; thence around said curve in a southerly direction having a radius of 20 feet, a total distance of 48.12 feet to an iron pin in the northwesterly margin of Sharondale Drive; thence with the margin of said Drive; south 52° 30' west 364.79 feet to an iron pin at the beginning of a curve; thence around said curve, in a northwesterly direction having a radius of 20 feet, a total distance of 44.17 feet to an iron pin in the easterly margin of Chesterfield Avenue; thence with the margin of the same, north 0° 58' west 236.79 feet to the beginning.

Being the same property conveyed to The Westchester Company, LLC, a Tennessee limited liability company, pursuant to a quitclaim deed from Westchester Partnership, a Tennessee general partnership, of record at Instrument No. 20030918-0137831, Register's Office for Davidson County, Tennessee, ("RODC").

EXHIBIT "B"

Encumbrances

1. Property taxes for the year 2007 and subsequent years.

2. All matters appearing on the Plat of Bransford Realty Co.'s Subdivision of Westmoreland Place of record in Plat Book 421, page 16, RODC.

3. All matters shown on a survey prepared by E. Roberts Alley & Associates, Inc., dated December 18, 2002, 300 10th Avenue South, Nashville, Tennessee 37203, TN RLS No. 1685.

4. Rights of tenants in possession as tenants only under leases expressly assigned by Grantor and assumed by Grantee under separate instrument of even date herewith.