Davidson County DEEDWARR
Recvd: 07/02/08 15:50 5 pgs
Fees:28.00 Taxes:4843.64
20080702-0068648

THIS INSTRUMENT PREPARED BY:
John M. Baird
WHITE & REASOR, PLC
Two American Center, Suite 1150
3102 West End Avenue
Nashville, Tennessee 37203

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel No.:
J-C Markets, Inc. 6716 North Cedar Avenue Suite 209 Fresno, CA 93710	New Owner	Map: 156-09 Parcel: 53

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN and NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Shoppes on the Harpeth, LLC, a Tennessee limited liability company hereinafter called "Grantor", has this day bargained and sold, and does hereby transfer and convey unto J-C Markets, Inc., a California corporation hereinafter called "Grantee", its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Subdivision Plat of Revision One Shoppes on the Harpeth, of record in Instrument No. 200708070093922, Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete description and being described by metes and bounds as follows:

Commencing at an iron rod in the northerly margin of Highway 100, said point also being the southwest corner of the Barclay Harpeth Partners, LLC of record in Instrument No. 20051212-0148840, Register's Office Davidson County, Tennessee

Thence, along said road, South 78 degrees 15 minutes 08 seconds West, a distance of 179.32 feet to the point of beginning of the herein described tract of land;

Thence, along said road, South 11 degrees 44 minutes 52 seconds East, a distance of 31.00 feet to an iron rod;

Thence, along said road, South 78 degrees 15 minutes 08 seconds West, a distance of 202.55 feet to an iron rod;

Thence, leaving said road, North 11 degrees 20 minutes 43 seconds West, a distance of 49.75 feet to an iron rod;

Thence South 78 degrees 39 minutes 17 seconds West a distance of 24.50 feet to an iron rod;

Thence North 11 degrees 20 minutes 43 seconds West a distance of 73.61 feet to an iron rod;

Thence, along a tangent curve to the left having a central angle of 13 degrees 35 minutes 26 seconds. A radius of 528.00 feet, a length of 125.24 feet, and having a chord which bears North 18 degrees 08 minutes 26 seconds West, a distance of 124.95 feet to an iron rod;

Thence North 61 degrees 18 minutes 14 seconds East a distance of 15.20 feet to an iron rod;

Thence, along a curve to the right, having a central angle of 16 degrees 29 minutes 38 seconds, a radius of 684.59 feet, a length of 197.07 feet, and having a chord which bears North 69 degrees 33 minutes 03 seconds East, a distance of 196.39 feet to an iron rod;

Thence, South 11 degrees 20 minutes 43 seconds East, a distance of 217.81 feet to an iron rod;

Thence, South 56 degrees 40 minutes 21 seconds East, a distance of 46.67 feet to the point of beginning and containing 53,634 square feet or 1.231 acres of land.

Being a portion of the same property conveyed to Shoppes on the Harpeth, LLC of record in Instrument No. 20061010-1026008 in the Register's Office for Davidson County, Tennessee.

PARCEL 2
Together with Non-Exclusive Appurtenant Easements contained in that Easement and Restrictive Covenant Agreement recorded in Instrument #200704040040621, Register's Office of Davidson County, Tennessee.

This is improved property known as 8050 Highway 100, Nashville, Tennessee 37221.

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

Grantor further covenants that it is seized and possessed of said real estate and has the right to convey it, and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that this conveyance is subject to the following:

1. Taxes. 2008 and subsequent years real property taxes are a lien, but not yet delinquent.

2. Agreement for Dedication of Easement for Water Line of record in Book 8019, page 132, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Water Line of record in Book 8248, page 232, Register's Office for Davidson County, Tennessee.

4. Grant of Overhead Line Easement to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said government, of record as Instrument #20030605-0078156, Register's Office for Davidson County, Tennessee.

5. Agreement for Dedication of Easement for Water Line of record in Book 8248, page 230, Register's Office for Davidson County, Tennessee.

6. Terms and conditions of Ground Lease by and between Shoppes on the Harpeth, LLC and McDonald's Corporation, dated February 21, 2006, evidenced by Memorandum of Lease of record as Instrument #2070816-0097788, Register's Office for Davidson County, Tennessee.

7. Matters shown on Subdivision plat of record as Instrument #200702150019414, Register's Office for Davidson County, Tennessee.

8. Easement & Restrictive Covenant Agreement of record as Instrument #200704040040621, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Easement and Restrictive Covenant Agreement of record as Instrument #20070816-0097791, Register's Office for Davidson County, Tennessee, and as further amended by Second Amendment to Easement and Restrictive Covenant Agreement of record as Instrument # 20080702006864 7, Register's Office for Davidson County, Tennessee.

9. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record as Instrument #20071226-0146960, Register's Office for Davidson County, Tennessee.

10. Stormwater Detention Agreement of record as Instrument #20070118-0007447, Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this the 30th day of June, 2008.

"GRANTOR"

SHOPPES ON THE HARPETH, LLC, a Tennessee limited liability company

By: _____

Title: Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, Dennis C. Grass, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is ~~the~~ A Member for Shoppes on the Harpeth, LLC, a Tennessee limited liability company, and is authorized to execute this instrument on behalf of Shoppes on the Harpeth, LLC.

Witness my hand, at office, this 30th day of June, 2008.

_____
Notary Public

JOHN M. BAIRD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires 1/23/10

My commission expires:

1-23-10

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is One Million Three Hundred Nine Thousand Ninety One and No/100 Dollars ($1,309,091.00).

AFFIANT

SUBSCRIBED and sworn to before me, this 30th day of June, 2008.

Notary Public

JOHN M. BAIRD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires 1/23/10

My Commission Expires:
1-23-10