Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Sundown Equipment, LLC	Sundown Equipment, LLC	160-15-0-D-73.00CO
8185 E Alameda Road	8185 E Alameda Rd	
Scottsdale, AZ 85255	Scottsdale, AZ 85255	

THIS INSTRUMENT PREPARED BY:
TrustLand Title & Escrow, LLC.
1720 West End Avenue, Suite 400
Nashville, Tennessee 37203

A. R. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is **$309,900.00**

Affiant

Subscribed and sworn to before me, this the 26th day of August, 2009.

Notary Public

My Commission Expires: _____
(Affix Seal)

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **St Martin Square, Inc., a Tennessee Corporation, ("Grantor")**, has this day bargained and sold, and does hereby bargain, sell, transfer and convey unto **Sundown Equipment, LLC, an Arizona limited liability company, ("Grantee")**, it successors and assigns, certain tracts or parcels of land in **Davidson** County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Unit 37, PHASE II, ST. MARTIN SQUARE AT SEVEN SPRINGS Condominiums, as established under Master Deed of record in Instrument No. 20060310-0028319 and corrected in Instrument No. 20080730-0077840, in the Register's Office, Davidson County, Tennessee, to which master deed reference is hereby made for a more particular description of said unit.

Being part of the same property conveyed by Quitclaim Deed from Vastland Development Partnership, a Tennessee general partnership comprised of Mack McClung and J.D. Eatherly to St. Martin Square, Inc., a Tennessee corporation as recorded on the 20th day of October, 2005 in Instrument No. 20051020-0126805 and part of Limited Warranty Deed from Town Village Nashville, LLC to Vastland Development Partnership, a Tennessee general partnership as recorded on the 27th day of January, 2004 in Instrument No. 20040127-0010471, in the Register's Office of Davidson County, Tennessee.

This is ☒ Improved OR ☐ Unimproved property located at: **305 Seven Springs Way, #101, Brentwood, TN 37027**

Said property is conveyed subject to the matters described on Exhibit B attached hereto.

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

Grantor covenants and binds itself and its representatives to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through and under Grantor (other than claims arising out of matter set for on Exhibit B), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this **26th** day of **August, 2009.**

St Martin Square, Inc.

By: **Mack H McClung**

BILL GARRETT, Davidson County
Trans:T20090058973 DEEDWARR
Recvd: 08/28/09 08:35 3 pgs
Fees:18.00 Taxes:1146.63
20090828-0080832

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned of the State and County mentioned, personally appeared **Mack H McClung** with whom I personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the **President** of **St Martin Square, Inc.,** the within named bargainor, a corporation, and that such **Mack H McClung**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the corporation as **President.**

Witness my hand and Seal at office on the **26th** day of **August, 2009.**

Notary Public

My Commission Expires: _____

A. R. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 8, 2012

EXHIBIT B

Permitted Exceptions

1. Property taxes for the year 2009, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorate share thereof to GRANTEES who will be responsible for payment of said taxes.

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

3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PHASE II, ST. MARTIN SQUARE AT SEVEN SPRINGS, as recorded in Instrument No. 20060222-0020470.

4. Covenants, Conditions and Restrictions as set forth in Deed recorded in Instrument Nos. 20000713-0069415, 20000713-0075531, 20000818-0081931, 20010803-0082967 and 20011024-0116171.

5. Charter for Seven Springs Neighborhood Association recorded at Instrument No. 20040520-0059668.

6. Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing ST. MARTIN SQUARE AT SEVEN SPRINGS Condominium of record in Instrument No. 20060310-0028319 , as supplemented by instrument(s) of record in Instrument No. 20061109-0139692 ; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon.

7. Charter for Seven Springs Brentwood Owners Association recorded at Instrument No. 20010726-0079648.

8. Charter for St. Martin Square Condominium Owners Association, Inc. recorded at Instrument No. 20060217-0019487.

9. Stormwater Detention and Water Quality Device Agreement recorded at Instrument No. 20040816-0098712.