Prepared By:
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BILL GARRETT, Davidson County
Trans:T20110045943 DEEDWARRSP
Recvd: 07/28/11 16:20 8 pgs
Fees:43.00 Taxes:31712.89
20110728-0057951

SPECIAL WARRANTY DEED
(DEED IN LIEU OF FORECLOSURE)

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PARCEL:
DP HARPETH PARTNERS, LLC 150 Fourth Avenue North Suite 2000 Nashville, TN 37219	SAME	156090A001.00

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, **NEWCO-HARPETH PARTNERS**, a Tennessee general partnership, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto **DP HARPETH PARTNERS, LLC**, a Tennessee limited liability company, the GRANTEE herein, its heirs, successors and assigns, certain tracts of land in Davidson County, Tennessee, described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

This is improved property known as Harpeth Village, 8028 Highway 100, Nashville, TN 37221.

TO HAVE and to HOLD the said tract of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its heirs and assigns forever.

GRANTOR covenants with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, that it has good right to convey it and the same is unencumbered except for the

matters shown on **Exhibit "B"** attached hereto and by this reference made a part hereof.

GRANTOR further covenants and binds itself, its heirs and assigns to warrant and forever defend the title to the said land to the GRANTEE, its heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not otherwise.

[signature on following page]

Witness my hand this 21 day of July, 2011.

GRANTOR:

NEWCO-HARPETH PARTNERS,
a Tennessee general partnership,

By: _____
Dennis C. Grass, its Authorized Representative

ACKNOWLEDGMENTS

STATE OF TENNESSEE_____)

COUNTY OF DAVIDSON _____)

Before me, Tiffany S. Pruett, a Notary Public in and for the County and State aforesaid, personally appeared 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 is an Authorized Representative of **NEWCO-HARPETH PARTNERS**, a Tennessee general partnership, and that as such Authorized Representative, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by Dennis C. Grass as Authorized Representative.

WITNESS my hand and seal, at office in Brentwood, Tennessee, this 21 day of July, 2011.

Tiffany S. Pruett
Notary Public

My Commission Expires SEPT. 3, 2012

My Commission Expires:

My Commission Expires SEPT. 3, 2012

_____

TIFFANY S. PRUETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF_____)

The actual consideration or value whichever is greater, for this transfer is _____.

_____
Affiant

Sworn to and subscribed before me this ____ day of _____, 2011.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENTS

STATE OF TENNESSEE _____)
COUNTY OF Davidson)

Before me, Tiffany S. Pruett, a Notary Public in and for the County and State aforesaid, personally appeared 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 is an Authorized Representative of **NEWCO-HARPETH PARTNERS**, a Tennessee general partnership, and that as such Authorized Representative, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by Dennis C. Grass as Authorized Representative.

WITNESS my hand and seal, at office in Brentwood, Tennessee, this 21 day of July, 2011.

Tiffany S. Pruett
Notary Public

My Commission Expires SEPT. 3, 2012

My Commission Expires:

My Commission Expires SEPT. 3, 2012

TIFFANY S. PRUETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF ~~TENNESSEE~~ FLORIDA)
COUNTY OF Hillsborough)

The actual consideration or value whichever is greater, for this transfer is $8,571,050.00

Affiant Edward M. Kobel

Sworn to and subscribed before me this 26 day of July, 2011.

Carolyn A. Rapuzzi
Notary Public

My Commission Expires:

CAROLYN A. RAPUZZI
Notary Public - State of Florida
My Comm. Expires May 6, 2014
Commission # DD 967147
Bonded Through National Notary Assn.

EXHIBIT "A"
Legal Description

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Parcel 1 on the final Plat of Harpeth Village P.U.D. of record in Instrument No. 20060505-0052434, at the Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Beginning at an existing iron rod on the northerly right-of-way line of Highway 100, width varies, at a corner common with Lot 1, Revision One, Shoppes on the Harpeth of record in Instrument No. 20070807-0093922, at the Register's Office for Davidson County, Tennessee;

Thence leaving the northerly right-of-way line of Highway 100 first with the easterly line of said Lot 1 then with the easterly line of Lot 4, Revision One, Shoppes on the Harpeth, for the following two calls:
1) North 11° 50' 00" West, 443.17 feet to an existing iron rod;
2) North 54° 57' 28" West, 175.65 feet to an existing iron rod at a corner common with Outparcel 7 of said Final Plat of Harpeth Village P.U.D.;

Thence with a common line with Outparcel 7 for the following five calls:
1) North 35° 02' 32" East, 158.21 feet to an existing iron rod;
2) North 00° 53' 19" West, 91.02 feet to an existing iron rod:
3) North 78° 22' 37" East, 409.24 feet to an existing iron rod:
4) North 11° 37' 23" West, 28.87 feet to an existing iron rod;
5) North 41° 14' 48" E, 68.09 feet to an existing chiseled "X" on the southerly right-of-way line of Temple Road, 60 feet in width;

Thence with the right-of-way line of Temple Road for the following two calls:

1) with a curve to the right, having a radius of 445.00 feet, a curve length of 296.57 feet and a chord bearing and distance of South 29° 39' 41" East, 291.11 feet to a new chiseled "X";
2) South 10° 34' 09" East, 372.07 feet to an iron rod set at a corner common with Outparcel 3 on the Resubdivision of Outparcels 2 – 4, Harpeth Village P.U.D., of record in Instrument No. 20070907-0107490;

Thence leaving the right-of-way line of Temple Road first with the northerly line of said Outparcel 3, then with the northerly line of Outparcel 2 of said Resubdivision of Outparcels 2 – 4, South 78° 22' 37" West, 497.37 feet to a new chiseled "X";

Thence with the westerly line of said Outparcel 2, South 11° 50' 00" E, 190.09 feet to an existing iron rod on the northerly right-of-way of Highway 100;

Thence with the northerly right-of-way line of Highway 100, South 78° 22' 37" W, 60.01 feet to the point of beginning.

Being the same property conveyed to PGM Newco-Harpeth Partners, a Tennessee general partnership by Deed of record in Instrument No. 20080717-0073531, in the Register's Office for Davidson County, Tennessee.

Together with rights benefiting the property as contained in Sign Easement Agreement of record in Instrument Nos. 20071106-0130722 and 20070418-0039513, said Register's Office.

EXHIBIT "B"
Permitted Exceptions

1. Taxes and assessments for the year 2011, a lien but not yet due and payable and subsequent years, not yet due and payable.

2. Deed of trust executed by Newco-Harpeth Partners, a Tennessee general partnership in favor of Jill B. Nolan, as trustee, to secure Integra Bank National Association, recorded 7-17-2008 in Instrument No. 200807170073532, in the register's Office for Davidson County, Tennessee.

3. UCC-1 Financing Statement naming Newco-Harpeth Partners, a Tennessee general partnership as secured party and Integra Bank National Association as debtor, filed 7-17-2008, recorded in Instrument No. 200807170073533, in the register's Office for Davidson County, Tennessee.

4. All matters as shown on the plat of record in Instrument No. 200512270153838 and Instrument No. 200605050052434, in the Register's Office for Davidson County, Tennessee.

5. Memorandum of Lease by and between Barclay Harpeth Partners, LLC and Publix Tennessee, LLC, of record in Instrument No. 200512270153965, in the Register's Office of Davidson County, Tennessee, as amended in Instrument No. 200708270102787, in said Register's Office. See also Subordination, Non-Disturbance and Attornment Agreement of record in Instrument No. 200807170073534, in said Register's Office.

6. Storm Water Detention Agreement of record in Instrument No. 200512190151714, in the Register's Office of Davidson County, Tennessee.

7. Declaration of Restrictions, Covenants and Conditions and Grant of Easements of record in Instrument No. 200608230104009, in the Register's Office of Davidson County, Tennessee, as amended in Instrument No. 200708270102786, in said Register's Office, which provides a lien for liquidated damages.

8. Covenants, Conditions and Restrictions of record in Instrument No. 200711060130721, in the Register's Office of Davidson County, Tennessee, which provide a lien for liquidated damages.

9. Slope and Storm Runoff Easement Agreement of record in Instrument No. 200712170144721, in the Register's Office of Davidson County, Tennessee.