SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20120059678 DEEDWARRSP
Recvd: 08/10/12 14:41 8 pgs
Fees:43.00 Taxes:563.33
20120810-0071790

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $152,250.00.

Subscribed and sworn to before me, this the 26th day of July, 2012.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 4, 2013

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

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Greater Middle Tennessee Development Partnership 1650 Murfreesboro Road, Suite 200 Franklin, Tennessee 37067	128-072.00	New Owner

STATE OF TENNESSEE)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DAVIDSON)

This Indenture, made as of the date set forth below, between **GALLARDIA PROPERTIES, LLC.,** a Tennessee limited liability company (referred to hereinafter as "Grantor"), and **GREATER MIDDLE TENNESSEE DEVELOPMENT PARTNERSHIP,** a Tennessee general partnership (referred to hereinafter as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto and Grantee's successors and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as unimproved property located at 0 Woodbury Falls Drive, Nashville, Tennessee 37221; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting ad affect the Subject Property (the "**Permitted Exceptions**"), and (c) taxes for the year 2012, which have been prorated as of the date hereof and payment of which is assumed by Grantee).

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATS AND DISCLAIMS AND REPRESENNTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENT OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVERNING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJEFCT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDINNG COMPLIANCE OF THE SUBJECFT PROPERTY WITH ANY ENVIROMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIROMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANNY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIROMENAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECTS TO THE SUBJEFCT PROPERTY WASOBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2012, which have been prorated as of the date hereof an payment of which is assumed by Grantee), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 26th day of July, 2012.

GALLARDIA PROPERTIES, LLC,
a Tennessee limited liability company

(Grantor)

By: _____

Name: Mack H. McClung

Title: Chief Manager

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

GREATER MIDDLE TENNESSEE
DEVELOPMENT PARTNERSHIP,
a Tennessee general partnership

(Grantee)

By: Trianon Developments, LTD

Its: General Partner

By: _____

Name: Fred M. Stevenhagen

Title: Secretary

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mack H. McClung, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a **Chief Manager** of **GALLARDIA PROPERTIES, LLC**, a Tennessee limited liability company, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of **GALLARDIA PROPERTIES, LLC** by himself as such authorized Chief Manager.

Witness my hand and seal, at office in Nashville, Tennessee, this 26th day of July, 2012.

Notary Public

My commission expires:



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Fred Stevenhagan** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a **Secretary** of **TRIANON DEVELOPMENTS, LTD**, a limited company, the General Partner of **GREATER MIDDLE TENNESSEE DEVELOPMENT PARTNERSHIP**, a Tennessee general partnership, and that he as such **Secretary** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of **TRIANON DEVELOPMENTS, LTD** by himself as such authorized **Secretary**.

Witness my hand and seal, at office in Nashville, Tennessee, this 26th day of July, 2012.

Notary Public

My commission expires:



EXHIBIT "A"

LEGAL DESCRIPTION

Being a parcel of land located in Nashville, Twenty Second Councilmanic District, Urban Services District, Davidson County, Tennessee, being Parcel No. 72 as shown on Davidson County Property Map No. 128 and being a portion of property conveyed to Gallardia Properties, LLC of record in Instrument No. 200412200151012, Register's Office Davidson County, Tennessee. Said parcel is located west of Old Hickory Boulevard and north of U. S. Highway 70S and being more particularly described as follows:

BEGINNING at an existing iron pin in the northerly boundary of Summit Oaks Phase 4, of record in plat Instrument No. 200604170043459, Register's Office Davidson County, Tennessee, said point being N 81° 18' 45" W, 345.65 feet from the westerly right of way of Old Hickory Blvd;

THENCE with said northerly boundary of Summit Oaks Phase 4, N 81° 18'45" W, 465.00 feet to an iron pin in the northeast corner of property conveyed to Greater Middle Tennessee Development Partnership of record in Book 9947, Page 33, Register's Office Davidson County, Tennessee;

THENCE continuing with said Greater Middle Tennessee Development property the following calls:
N 88° 04' 27" W, 187.54 feet to an iron pin;
N 79° 36' 18" W, 52.68 feet to an iron pin, also being the southwest corner of the herein described parcel;
N 09° 52' 18" E, 414.50 feet to an existing iron pin;
N 09° 48'28" E, 264.09 feet to the southwest corner of Woodbury Townhomes Phase 1;

THENCE with Woodbury Townhomes the following calls:
S 62° 05' 51" E, 567.05 feet;
S 09° 29' 04" E, 496.05 to the point of beginning, containing 346,285 square feet or 7.95 Acres more or less according to the Boundary Plat prepared by William C. Cockrill, R.L.S, Barge Waggoner Sumner & Cannon, Inc., dated May 8, 2006, as revised March 28, 2007 , File No. 31137-02

Being the same property conveyed to Gallardia Properties, LLC, a Tennessee limited liability company by Warranty Deed from The Senior Group, a common law business organization, composed solely of Robert R. Krilich, Sr. and Donna R. Krilich, recorded on the 20th day of December, 2004 in Instrument No. 20041220-0151012, in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Property taxes for the 2012, a lien, which are not yet due and payable for Tax Parcel No. 128-072.00.

2. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of Tenn. Code Ann §§ 67-5-603 *et seq.*, which have not been assessed and are not payable.

3. All matters shown on the Boundary Plat recorded in Instrument No. 20050216-0017693, Register's Office for Davidson County, Tennessee.

4. Easement for Utilities and Sanitary Sewer, recorded in Book 5074, Page 856 and Book 5074, Page 945, Register's Office for Davidson County, Tennessee.

5. Storm Water Detention Agreement recorded at Instrument No. 20050118-0005578, Register's Office for Davidson County, Tennessee.

6. Conveyances to State of Tennessee recorded in Book 8083, Page 534, Book 8083, Page 541 and Book 8083, Page 547, Register's Office for Davidson County, Tennessee.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances of record in Instrument No. 20120706-0059466, Register's Office for Davidson County, Tennessee.