Davidson County DEEDWARRSP
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Fees:38.00 Taxes:2090.50
20130923-0100038

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	OWNER:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Justin D. Fingar, Esq. DonovanFingar, LLC 813 Shades Creek Parkway Suite 200 Birmingham, AL 35209	CVHC5, LLC 1728 General George Patton Drive, Ste. 200 Brentwood, TN 37027	CVHC5, LLC 1728 General George Patton Drive, Ste. 200 Brentwood, TN 37027	A portion of 18100025500

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 23rd day of September, 2013, from **LEGG INVESTMENTS – NOLENSVILLE, LLC**, a Delaware limited liability company whose address is 2830 Cahaba Road, Birmingham, Alabama 35223 (hereinafter "Grantor"), to **CVHC5, LLC**, a Tennessee limited liability company whose address is 1728 General George Patton Drive, Ste. 200, Brentwood, TN 37027 (hereinafter "Grantee");

W I T N E S S E T H:

THAT for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, transfer, convey, and confirm unto Grantee, its successors and assigns, the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

> Lot 14, on the Plan of Mill Creek Towne Centre, Resubdivision of Lot 5, Revision 3, as shown on plat of record in Instrument No. 20130918-0098330, in the Register's Office of Davidson County, Tennessee, to which plat reference is made for a more particular description.
>
> This is unimproved property.

This being a portion of the real estate conveyed to Grantor by Deed of record in Instrument No. 20050415-0042173 and Instrument No. 200504150042174, each in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors and assigns in fee simple 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 those liens, easements, encumbrances and exceptions listed in **Exhibit "A"**, attached hereto and incorporated herein by reference.

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

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through its duly authorized officers on this the day and year first above written.

GRANTOR:

LEGG INVESTMENTS – NOLENSVILLE, LLC, a Delaware limited liability company

By: Legg Management, LLC, a Delaware limited liability company
Its: Manager

By: _____
Name: Murray Legg
Title: Manager

By: The Thompson Development Company, Inc., an Alabama corporation
Its: Manager

By: _____
Name: Guy S. Clifton
Title: Vice President

ACKNOWLEDGMENTS

STATE OF ALABAMA
COUNTY OF JEFFERSON

Personally appeared before me, Kathy R. STANFORD, a Notary Public in and for said State and County duly commissioned and qualified, Murray Legg, 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 Manager of Legg Management, LLC (the "Constituent"), the Manager of LEGG INVESTMENTS – NOLENSVILLE, LLC (the "Maker") and is authorized by the Maker or by its Constituent, the Constituent being authorized by the Maker, to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 3rd day of ~~August~~ September, 2013.

Kathy R. Stanford
Notary Public

KATHY R. STANFORD NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires: May 25, 2015

STATE OF ALABAMA
COUNTY OF JEFFERSON

Personally appeared before me, Kathy R. STANFORD, a Notary Public in and for said State and County duly commissioned and qualified, Guy S. Clifton, 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 Vice President of The Thompson Development Company, Inc. (the "Constituent"), the Manager of LEGG INVESTMENTS – NOLENSVILLE, LLC (the "Maker") and is authorized by the Maker or by its Constituent, the Constituent being authorized by the Maker, to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 3rd day of ~~August~~ September, 2013.

Kathy R. Stanford
Notary Public

KATHY R. STANFORD NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires: May 25, 2015

AFFIDAVIT OF VALUE

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $565,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

GRANTOR/AFFIANT

SUBSCRIBED AND SWORN TO before me this 3rd day of ~~August~~ September, 2013.

Notary Public

My Commission Expires:

May 25, 2015

KATHY R. STANFORD NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2013 and subsequent years, not yet due and payable.

2. All matters as shown on the Plat of record in Instrument No. 20110602-0042165 and Instrument No. 20130918-0098330, in the Register's Office for Davidson County, Tennessee.

3. Reciprocal Easement Agreement of record in Instrument No. 20050415-0042176, as amended by Amendment to Reciprocal Easement Agreement of record in Instrument No. 20091119-0106597, and as amended by Second Amendment to Reciprocal Easement Agreement of record in Instrument No. 20110613-0045170, in said Register's Office.

4. Stormwater Detention Agreement of record in Instrument No. 20051114-0136937, in said Register's Office.

5. Declaration of Easements, Covenants, Conditions and Restrictions of record in Instrument No. 20070928-0115831, in said Register's Office.

6. Declaration of Protective Covenants for Mill Creek Towne Center – Phase II, of record in Instrument No. 20091119-0106598, in said Register's Office.

7. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20110613-0045171, in said Register's Office.

8. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20130923-0100037, in said Register's Office.

True Copy Certification

I, William L. Rosenberg, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

William L. Rosenberg
Signature

State of Tennessee

County of Davidson

Personally appeared before me, Pamela G Nash, a notary public for this county and state, William L. Rosenberg who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Pamela G. Nash
Notary's Signature

My Commission Expires: 11-3-15
Notary' Seal (if on paper)

