NCS 619674(26)
THIS INSTRUMENT PREPARED BY:
Karen DaCosta Perzan, Esq.
Quarles & Brady, LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
CA Nashville 2526 DP LLC c/o Canyon Agassi Charter School Facilities Fund, L.P. 2000 Avenue of the Stars, 11th Floor Los Angeles, CA 90067	CA Nashville 2526 DP LLC c/o Canyon Agassi Charter School Facilities Fund, L.P. 2000 Avenue of the Stars, 11th Floor Los Angeles, CA 90067	071-03-018.00 BILL GARRETT, Davidson County Trans:T20130093776 DEEDWARR Recvd: 11/01/13 14:45 5 pgs Fees:28.00 Taxes:1387.50 20131101-0113831

FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, **CMH Homes, Inc., a Tennessee corporation** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto **CA Nashville 2526 DP LLC, a Delaware limited liability company** ("Grantee"), certain real property in Davidson County, Tennessee, described as follows:

See Exhibit A attached hereto and incorporated herein.

The source of this description is that certain ALTA/ACSM survey made by Barge, Waggoner, Sumner & Cannon, Inc., 211 Commerce Street, Suite 600, Nashville, TN 37201, TN Lic. No. 2431, on August 9, 2013, last revised October 24, 2013, designated Job Number 3565300.

Being the same real property conveyed to Grantor by quitclaim deed of record in Book 9774, Page 467, Register's Office for Davidson County, Tennessee.

This is improved ( ) unimproved (X) property known as:
2526 Dickerson Pike, Nashville, Tennessee

TO HAVE AND TO HOLD the said real property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, forever.

GRANTOR covenants that, except as set forth on Exhibit B, it is lawfully seised and possessed of said property in fee simple, it has good right to convey said property, and said property is unencumbered.

GRANTOR covenants and binds itself, its heirs, and representatives, successors to warrant and forever defend the title to said real property to Grantee, its successors and assigns, against all persons whomsoever (other than claims arising out of the matters set forth on Exhibit B).

Said real property is, and shall be, subject to the following restrictive covenant, which shall be a covenant running with said real property and shall be binding upon Grantee and its successors and assigns:

No portion of the Property may at any time be used for any of the following uses whatsoever without the prior written consent of Grantor or its successors and assigns:

1. An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts);

2. A massage parlor; or

3. A manufactured home sales center or anyone selling, reselling, or rehabbing for the purpose of selling manufactured or modular homes.

Except as set forth in this Warranty Deed, Grantor conveys said real property on an "as is," "with all faults" basis, without any representation, or warranty by, or recourse against, the Seller of any kind, expressed or implied, including without limitation, any representation or warranty as to the habitability, fitness or merchantability of the Property.

As used in this Warranty Deed, the singular number shall include the plural, and the masculine gender all other genders.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor executed this instrument on this 30th day of October, 2013.

CMH HOMES, INC.,
a Tennessee Corporation

By: _____
Name: Hugh T. Statum, III
Title: CFO

STATE OF TENNESSEE)
)
COUNTY OF Knox)

Personally appeared before me, Doug Carnathan, a Notary Public, Hugh T. Statum, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the CFO of CMH Homes, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 29th day of October, 2013.

_____
Notary Public

My Commission Expires: My Commission Expires December 6, 2016

DOUG CARNATHAN
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

STATE OF TENNESSEE)
)
COUNTY OF Knox)

The actual consideration or value (whichever is greater) for this transfer is $375,000.00.

_____
Affiant

Subscribed and sworn to before me, this 29th day of October, 2013.

_____
Notary Public

My Commission Expires: My Commission Expires December 6, 2016

DOUG CARNATHAN
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

QB\145707.00030\23451787.7

EXHIBIT A

LEGAL DESCRIPTION

LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOTS 4, 5, 6, 17, 18, AND 19 ON THE PLAN OF JONES AND HART'S SUBDIVISION, AS OF RECORD IN PLAT BOOK 332, PAGE 43, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR MORE DETAILED DESCRIPTIONS OF SAID LOTS.

BEING THE SAME PROPERTY CONVEYED TO CMH HOMES, INC. BY QUITCLAIM DEED OF RECORD IN BOOK 9774, PAGE 467, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

ALSO INCLUDING ALL THAT PORTION OF ALLEY NO. 1078 AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 332, PAGE 43, LYING BETWEEN THE EASTERLY LINES OF LOTS 4, 5, AND 6 AND THE WESTERLY LINES OF LOTS 17, 18, AND 19 OF SAID PLAT. SAID ALLEY BEING CLOSED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ORDINANCE NO. 73-583.

MORE PARTICULARLY DESCRIBED AS:

BEING LAND IN NASHVILLE, URBAN SERVICES DISTRICT, SECOND COUNCILMANIC DISTRICT, BEING GENERALLY LOCATED IN THE SOUTHWESTERLY INTERSECTION OF DICKERSON PIKE AND ROCK STREET BEING LOTS 4, 5, 6, 17, 18, 19 AND A CLOSED PORTION OF ALLEY NO. 1078 AS SHOWN ON THE PLAN OF JONES AND HARTS SUBDIVISION OF RECORD IN BOOK 332, PAGE 43 IN THE REGISTER'S OFFICE IN DAVIDSON COUNTY, TENNESSEE AND ALSO BEING PROPERTY CONVEYED TO CMH HOMES, INC. BY DEED OF RECORD IN BOOK 9774, PAGE 467, R.O.D.C. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHWESTERLY INTERSECTION OF DICKERSON PIKE AND ROCK STREET;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY OF DICKERSON PIKE, S 16°26'38" W, 300.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 3, JONES AND HARTS SUBDIVISION OF RECORD IN BOOK 332, PAGE 43, R.O.D.C.;

THENCE, LEAVING SAID RIGHT-OF-WAY AND WITH THE NORTHERLY LINES OF LOTS 3 AND 20 OF SAID JONES AND HARTS SUBDIVISION, N 81°20'41"W, PASSING AN IRON ROD (OLD) AT 209.19 FEET AND CONTINUING ON FOR A TOTAL DISTANCE OF 430.44 FEET, TO THE EASTERLY RIGHT-OF-WAY OF PLUM STREET;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY OF PLUM STREET, N 16°36'03" E, 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF ROCK STREET;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY OF ROCK STREET, S 81°21'35" E, 429.63 FEET TO THE POINT OF BEGINNING;

CONTAINING 127,794 SQUARE FEET, OR 2.93 ACRES, MORE OR LESS.

EXHIBIT B

1. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.

2. All matters shown on the Plat of record in Plat Book 332, Page 32, Register's Office for Davidson County, Tennessee.

3. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Barge, Waggoner, Sumner & Cannon, Inc. on August 9, 2013, last revised October 24, 2013, designated Job Number 3565300:

(A) Old wire fence is over the west boundary line onto the subject property; ownership unknown;

(B) Chain link fence is over the south boundary line onto adjoining land; ownership unknown;

(C) Overhead power lines and power poles are onto the north side of the subject property without noted easement.

4. Easements for utilities, including drainage facilities, and the terms and provisions contained in Metropolitan Government of Nashville and Davidson County Ordinance No. 73-583.