BILL GARRETT, Davidson County
Trans:T20140073007 DEEDWARRSP
Recvd: 09/29/14 14:29 5 pgs
Fees:28.00 Taxes:4061.12
20140929-0089576

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
West 46th, LLC Attn: Mr. Todd Jackovich 3200 West End Avenue Suite 500 Nashville, TN 37203	Same	091-16-0-007.00
This instrument prepared by: Nelson Mullins Riley & Scarborough LLP, Attn: Eric R Wilensky, Esq. Atlantic Station, 201 17th Avenue NW, Suite 1700 Atlanta, GA 30363		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, HILLSBORO CORNER, LLC, a Tennessee limited liability company (the "Grantor") has bargained and sold, and by these presents transfers and conveys to WEST 46TH, LLC, a Tennessee limited liability company (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those items listed on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $1,097,600.00.

Affiant

Subscribed and sworn to before me this 26th day of September, 2014.

LINDA J. BOGGESS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: JULY 2, 2018

Notary Public
My Commission Expires: 7-2-2018

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 15th day of September, 2014.

SELLER:

HILLSBORO CORNER, LLC, a Tennessee limited liability company

By: _____
Name: GREG SPIVA
Title: Chief Manager

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Greg N. Spiva, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Authorized Signatory of HILLSBORO CORNER, LLC, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing as Chief Manager of HILLSBORO CORNER, LLC.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 28th day of September, 2014.

_____
Notary Public

My Commission Expires:

_____

W. LEE CORBETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 9, 2018

EXHIBIT A
LEGAL DESCRIPTION

BEING located in the 24th Councilmanic District of Davidson County, Tennessee, being located along the northerly right-of-way of U. S. Highway 70 (State Route 24, Charlotte Avenue) and being a portion of Alley #1200 and Lots 411, 413, 415, and 417 of Block 68 of No. 1 Plan of West Nashville as recorded in Book 57, Page 75, in the Register's Office of Davidson County, Tennessee, and being a portion of the Gamble-Watson Acquisition Corporation Property as recorded in Book 8465, Page 471, in the Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin monument in the northerly right-of-way of U. S. Highway 70 (State Route 24, Charlotte Avenue), said monument being the southeasterly corner of Lot 419 and southwesterly corner of Lot 417 of Block 68 of No. 1 Plan of West Nashville; thence, leaving the northerly right-of-way of U. S. Highway 70 (State Route 24, Charlotte Avenue) and continuing along the easterly edge of Lot 419, N 01° 52' 25" W a distance of 162.50' to iron pin monument, said monument being located along the centerline of an abandoned alleyway (Metro Council Bill #64-380);

Thence leaving the easterly edge of Lot 419 of Block 68 of No. 1 Plan of West Nashville and continuing along with the centerline of the abandoned alleyway, N 88° 07' 35" E a distance of 100.00' to an iron pin monument, said monument being a point in the westerly edge of Alley #1218;

Thence leaving the centerline of the abandoned alleyway and continuing along with the westerly edge of Alley #1218 and easterly edge of Lot 411 of Block 68 of No. 1 Plan of West Nashville, S 01° 52' 25" E a distance of 162.50' to a masonry nail in the northerly right-of-way of U. S. Highway 70 (State Route 24, Charlotte Avenue);

Thence leaving the easterly edge of Lot 411 of Block 68 of No. 1 Plan of West Nashville and continuing along with the northerly right-of-way of U. S. Highway 70 (State Route 24, Charlotte Avenue) and the southerly edge of Lots 411, 413, 415, and 417 of Block 68 of No. 1 Plan of West Nashville S 88° 07' 35" W a distance of 100.00' to an iron pin monument; which is the point of beginning, having an area of 16,250.00 square feet, 0.37 acres, more or less.

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider, RLS #2487, and dated March 7, 2013.

Being the same property conveyed to HILLSBORO CORNER, LLC, A TENNESSEE LIMITED LIABILITY COMPANY by Special Warranty Deed from ALDERWOODS (TENNESSEE), LLC, A TENNESSEE LIMITED LIABILITY COMPANY, SUCCESSOR BY CONVERSION TO ALDERWOODS (TENNESSEE), INC., A TENNESSEE CORPORATION of record in Instrument No. 20130401-0031807, dated March 26, 2013, said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.

2. Rights and claims of parties in possession.

3. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.

4. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.

5. Liens, encumbrances, or claims thereof, which are not shown by the public record.

6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date of the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

7. General or special taxes and assessments required to be paid in the year 2014 and subsequent years for Map-Par. 091-16-0-007.00

Davidson County taxes for 2013, Map-Par. 091-16-0-007.00, $2,926.37, Paid.

If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

8. Subject to a street and/or alley closing and any easement(s) retained in Ordinance No. 64-380, filed with the Metropolitan County Clerk's Office for Davidson County, Tennessee.

9. Restrictive Covenants contained in instrument of record as Instrument No. 20130401-0031807, said Register's Office.

10. Exclusive Parking and Access Easement Agreement of record in Instrument No. 20130401-0031810, said Register's Office.

11. No insurance is afforded as to the acreage or square footage contained in the insured property.