1st

SPECIAL WARRANTY DEED

RECORD & RETURN TO:
Stephen F. White, Esq.,
Capital Law & Advisory Partners,
1000 Parkwood Circle, Suite 810,
Atlanta, Georgia 30339

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $45,982,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF DECEMBER 21, 2015.

NOTARY PUBLIC
My commission expires:: 1-8-19

SEAL

SHERIE LYNN HARTMAN
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES JANUARY 8, 2019

BILL GARRETT, Davidson County
Trans: T20150108496 DEEDWARRSP
Recvd: 12/23/15 12:29 6 pgs
Fees: 33.00 Taxes: 170133.40
20151223-0129212

THIS INSTRUMENT WAS PREPARED BY:
Richard Sebastian, Esq.
ORTALE, KELLEY, HERBERT & CRAWFORD
330 Commerce Street, Suite 110
Nashville, TN 37201
File No.#28748

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
PAC Lenox Village, LLC 3284 Northside Parkway, Suite 150 Atlanta, GA 30327	PAC Lenox Village, LLC 3284 Northside Parkway, Suite 150 Atlanta, GA 30327	172-12-106

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **LENOX VILLAGE LIFESTYLE CENTER, LLC**, a Tennessee limited liability company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto **PAC LENOX VILLAGE, LLC**, a Delaware limited liability company, hereinafter called **"GRANTEE,"** a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A TRACT OF LAND IN THE 31st COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. SAID TRACT BEING BOUNDED ON THE NORTH BY LENOX VILLAGE DRIVE (PUBLIC R.O.W. - WIDTH VARIES), ON THE EAST BY ALTHORP WAY (PUBLIC R.O.W. (54' WIDE PUBLIC R.O.W.), ON THE SOUTH BY THE REMAINING PROPERTY OF LENOX VILLAGE III, LLC AS OF RECORD IN INSTRUMENT

20010711-0074091 R O.D. C., TENNESSEE AND ON THE WEST BY NOLENSVILLE PIKE (PUBLIC R.O. W. - WIDTH VARIES) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LENOX VILLAGE DRIVE AND THE EASTERLY RIGHT-OF-WAY LINE OF NOLENSVILLE PIKE; THENCE,

1. WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LENOX VILLAGE DRIVE, S 87 DEG. 56' 09" E 106.41 FEET TO A POINT; THENCE,

2. N 84 DEG, 39'58"E 141.36 FEET TO A POINT; THENCE,

3. N 83 DEG. 08'02"E 148.15 FEET TO A POINT; THENCE,

4. WITH AN-OFFSET IN SAID SOUTHERLY RIGHT-OF-WAY LINE, S 14 DEG. 57'47"E 5.74 FEET TO A POINT; THENCE,

5. CONTINUING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LENOX VILLAGE DRIVE, N 79 DEG. 35'25"E 62.39 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LENOX VILLAGE DRIVE AND THE WESTERLY RIGHT-OF-WAY LINE OF ALTHORP WAY; THENCE,

6. WITH THE WESTERLY RIGHT-OF-WAY LINE OF ALTHORP WAY, S 10 DEG. 24'36"E 566.94 FEET TO A POINT; THENCE,

7. CONTINUING WITH THE WESTERLY RIGHT-OF-WAY LINE OF ALTHORP WAY, S 06 DEG. 53' 18"E 29.12 FEET TO A POINT; THENCE,

8. LEAVING SAID RIGHT OF WAY LINE, WITH A NEW LINE THROUGH THE PROPERTY OF WHICH THIS TRACT IS A PART OF AND BEING THE PHASE LINE BETWEEN PHASES I AND II OF THE PROPOSED LENOX VILLAGE LIFE STYLE CENTER, S 79 DEG. 35'25"W 393.11 FEET TO A POINT; THENCE,

9. CONTINUING WITH SAID PHASE LINE, S 74 DEG. 04'38"W 100.92 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NOLENSVILLE PIKE AT THE INTERSECTION OF SAID PHASE LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF NOLENSVILLE PIKE; THENCE,

10. NORTHWARDLY, WITH THE EASTERLY RIGHT-OF-WAY LINE OF NOLENSVILLE PIKE, HAVING A 2420.70-FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 659.31 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N 06 DEG. 55'35"W 657.28 FEET. THIS TRACT CONTAINS 302,971 SQUARE FEET OR 6.9553 ACRES

MORE OR LESS AS CALCULATED BY THE ABOVE BEARINGS AND DISTANCES.

BEING THE SAME PROPERTY CONVEYED TO LENOX VILLAGE LIFESTYLE CENTER, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY QUITCLAIM DEED FROM LENOX VILLAGE III, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD AS INSTRUMENT NO. 20070504-0053806 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TOGETHER WITH ALL APPURTNANT EASEMENTS AND RIGHTS SET FORTH IN THE TERMS AND CONDITIONS OF THE DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT FOR DETENTION FACILITIES BY AND BETWEEN LENOX VILLAGE NEIGHBORHOOD ASSOCIATION, INC. AND LENOX VILLAGE LIFESTYLE CENTER, LLC OF RECORD AS INSTRUMENT NO. 20150817-0082476, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TOGETHER WITH ALL APPURTENANT EASEMENTS AND RIGHTS SET FORTH IN THE TERMS AND CONDITIONS OF THE EASEMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN LENOX VILLAGE III, LLC AND LENOX VILLAGE LIFESTYLE CENTER, LLC OF RECORD AS INSTRUMENT NO. 20151217-0126844, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

The conveyance of the above-described parcel of land is subject to the following:

1. 2015 Davidson County taxes which have been prorated by the parties and assumed by the Grantees; and
2. Easements for Water Mains and Appurtenances of record as Instrument No. 20030923-0140669, Instrument No. 20030923-0140670, Instrument No. 20030923-0140671, and Instrument No. 20030923-0140672 in the Register's Office for Davidson County, Tennessee.
3. Access Easement Agreement of record in Instrument No. 20120201-0008991, in said Register's Office.
4. Terms and Conditions of the Drainage Easement and Maintenance Agreement for Detention Facilities by and between Lenox Village Neighborhood Association, Inc. and Lenox Village Lifestyle Center, LLC of record as Instrument No. 20150817-0082476, Register's Office for Davidson County, Tennessee.
5. Terms and Conditions of the Easement and Maintenance Agreement by and between Lenox Village III, LLC and Lenox Village Lifestyle Center, LLC of record as Instrument No. 20151217-0126844, Register's Office for Davidson County, Tennessee.

6. Rights or claims of parties in possession, as tenants only, under prior unrecorded residential leases. No such tenant has an option, right of first refusal or other right to purchase.
7. All matters shown on Survey by Jeffrey K. Kimbro, PLS # 1756, H & H Land Surveying, Inc., 612A Fitzhugh Boulevard, Smyrna, Tennessee 37167, dated March 14, 2012 last revised on December 9, 2015, Job No. 2011-0500.
8. Subject to any and all applicable zoning regulations, building restrictions, setback lines, if any, and recorded easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 6900 Lenox Village Drive, Nashville, Tennessee,

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by or through Grantor, but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature Page Follows]

WITNESS my hand this 21 day of December, 2015.

GRANTOR:

LENOX VILLAGE LIFESTYLE CENTER, LLC, a Tennessee limited liability company

By: LV LIFESTYLE MANAGEMENT, LLC, a Delaware limited liability company, its Managing Member

By: _____
Name: David C. McGowan, Jr.
Title: Sole Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 21 day of December, 2015, before me, the undersigned Notary Public, personally appeared David C. McGowan, Jr., for LV Lifestyle Management, LLC, the Managing Member of Lenox Village Lifestyle Center, LLC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal at office in Nashville, Tennessee this _____ day of December, 2015.

_____
Notary Public

(SEAL)

My commission expires: 1-8-19

SHERIE LYNN HARTMAN
NOTARY PUBLIC
STATE OF TENNESSEE
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES JANUARY 8, 2019

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sherie L Hartman of the state and county aforementioned, personally appeared DAVID C. MCGOWAN, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Sole Member of LV Lifestyle Management, LLC, a Delaware limited liability company, the Managing Member of Lenox Village Lifestyle Center, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Sole Member, executed the foregoing instrument for the purpose therein contained, by signing the name of said limited liability company as sole member in its aforesaid capacity as the Managing Member of the within named bargainor.

WITNESS my hand and seal at office in Nashville, Tennessee, this 21 day of December, 2015.

Notary Public

[AFFIX NOTARY SEAL)

My commission expires: 1-8-19

