BILL GARRETT, Davidson County
Trans:T20170001566 DEEDWARRSP
Recvd: 01/06/17 11:24 5 pgs
Fees:28.00 Taxes:610.50
20170106-0001801

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	Mill Creek Towne Center Phase II Property Owners Association, Inc. 728 Shades Creek Parkway Suite 210 Birmingham, AL 35209	Mill Creek Towne Center Phase II Property Owners Association, Inc. 728 Shades Creek Parkway Suite 210 Birmingham, AL 35209	18100025500

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 29th day of December, 2016, from **LEGG INVESTMENTS – NOLENSVILLE, LLC**, a Delaware limited liability company whose address is 728 Shades Creek Parkway, Suite 210, Birmingham, Alabama 35209 (hereinafter the "Grantor"), to **MILL CREEK TOWNE CENTER PHASE II PROPERTY OWNERS ASSOCIATION, INC.**, a Tennessee nonprofit corporation whose address is 728 Shades Creek Parkway, Suite 210, Birmingham, Alabama 35209 (hereinafter the "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, convey, and confirm unto Grantee the following described real estate, including all improvements located thereon, situated and being in the County of Davidson, State of Tennessee (the "Property"), to-wit:

Land in Davidson County, Tennessee, being Lot 5, as shown on the map entitled Revision 4, Resubdivision of Lot 5, Mill Creek Towne Centre, of record in Instrument No. 20141223-0117197, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to LEGG INVESTMENTS-NOLENSVILLE, LLC, by deed from HOOVER, INC., of record in Instrument No. 20050415-0042173 and by quitclaim deed of record in Instrument No. 20050415-0042174, dated April 6, 2005, said Register's Office.

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.

AND, excepting those liens, easements, encumbrances and exceptions listed in **Exhibit "A"**, attached hereto and incorporated herein by reference, Grantor does hereby covenant with Grantee that title to aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under 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: The Thompson Development Company, Inc., an Alabama corporation, its Manager

By: _____
Guy S. Clifton
Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

Personally appeared before me, Justin D. Fingar, 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 27th day of December, 2016.

_____
Notary Public

My Commission Expires: 10/1/19

JUSTIN D. FINGAR
MY COMMISSION EXPIRES
October 1, 2019
NOTARY PUBLIC
STATE OF ALABAMA

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 $165,000.00, 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 29th day of December, 2016.

Notary Public

My Commission Expires:

10/1/19

JUSTIN D. FINGAR
MY COMMISSION EXPIRES
October 1, 2019
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT "A"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2017 and subsequent years, not yet due and payable.

2. Mineral and mining rights not owned by Grantor.

3. Easements of record, recorded restrictions, rights of way, agreements and other matters of record.

4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property.

5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.

6. The Property is conveyed "as is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guarantees of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor.

7. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitation, (i) profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

8. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including, but not limited to, those pertaining to the handling, generating, treating, storing or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

9. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant or other person.

10. Grantor shall not be liable to the Grantee for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.