BILL GARRETT, Davidson County
Trans:T20170014151 DEEDWARRSP
Recvd: 02/16/17 11:49 5 pgs
Fees:28.00 Taxes:3032.15
20170216-0016036

This Instrument prepared by
and after recording return to:
G. Miller Hogan, II, Esq.
Hawkins Hogan PLC
205 17th Avenue North, Suite 202
Nashville, TN 37203

SPECIAL WARRANTY DEED

Address of new owner as follows:	Send tax bills to:	Map-Parcel No.
The Lux Development Group, LLC **1312 Central Court** **Hermitage, TN 37076**	**(Same)**	**086-00-0-155.00**

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Know all men by these presents that, **Freegard Partners X, a Tennessee general partnership** (the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to the Grantor, in hand paid by **The Lux Development Group, LLC, a Tennessee limited liability company** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the Grantee, that certain tract or parcel of real property situated in Davidson County, Tennessee, described on **Exhibit A** attached hereto and incorporated herein by this reference together with all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to adjacent streets, roads, alleys, improvements, buildings and fixtures located thereon (said land, together with such rights, benefits, privileges, tenements and appurtenances, and improvements, buildings and fixtures being hereinafter collectively called the "Property").

This is property commonly known as: **0 Shurgard Way, Hermitage, Tennessee 37076.**

This conveyance is subject to all matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, as aforesaid, unto the Grantee and its successors and assigns, forever.

The Grantor, for itself and its successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple to the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has committed no act to encumber the Property; and that the Grantee shall have quiet possession of the Property; and the Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee and its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor but not further or otherwise.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by the Grantor as of the 15th day of February 2017.

GRANTOR:

FREEGARD PARTNERS X, a Tennessee general partnership

By: _____
J. Edmond Freeman, Jr.
Its: Managing Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **J. Edmond Freeman, 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 the **Managing Partner** of **Freegard Partners X, a Tennessee general partnership**, the within named bargainor, and that such he as such **Managing Partner**, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the company as its **Managing Partner**.

Witness my hand and seal, at office this 15th day of February 2017.

_____
Notary Public

My commission expires: MAR. 7, 2017

G. MILLER HOGAN, II
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017

AFFIDAVIT OF CONSIDERATION

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value for this transfer of this property, whichever is greater is $819,500.00.

Affiant

Sworn to and subscribed before me on
this 15th day of February 2017.

Notary Public
My Commission Expires:

YVETTE DENISE ARLEDGE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 7-6-2020

EXHIBIT A

[*Property Legal Description*]

Land in Davidson County, Tennessee being Lot 5 on the Final Plat of The Gateway at Hermitage of record as Instrument No. 20170209-0013566 in the Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more complete description.

Being part of the same property conveyed to SHURGARD-FREEMAN HERMITAGE JOINT VENTURE, A TENNESSEE JOINT VENTURE PARTNERSHIP, by deed from JAMES E. FREEMAN, SR. of record in Book 9516, page 428, dated November 9, 1994, said Register's Office. SHURGARD-FREEMAN HERMITAGE JOINT VENTURE is now known as FREEGARD PARTNERS X, pursuant to Acknowledgement of Merger of record as Instrument No. 20140516-0042411, said Register's Office.

- End of Exhibit -

EXHIBIT B

[Permitted Exceptions]

1. The lien for property taxes for the current year which are not delinquent and subsequent years.
2. All matters shown on the Final Plat of The Gateway at Hermitage of record as Instrument No. 20170209-0013566 in the Register's Office for Davidson County, Tennessee.
3. Permanent Utility Easement granted to the Electric Power Board of Metropolitan Government of record in Book 5684, page 983, said Register's Office.
4. Lack of direct access to Interstate 40, the same having been conveyed by instrument of record in Book 3345, pages 534, 531 and 532, said Register's Office.
5. Easement to cut and maintain an outlet ditch as set forth in deed of record in Book 3345, pages 534, 531 and 532, said Register's Office.
6. Permanent Drainage Easement, Temporary Slope and Construction Easements as contained in the instrument of record in Book 7687, page 349, corrected in Book 7866, page 310, said Register's Office.
7. Any rights for ingress and egress conveyed in the Deed of record in Book 7687, page 344 as corrected in Book 7866, page 304, said Register's Office.
8. Subject to any creek or branch running through or along the boundary line of subject property.
9. Matters shown on the Plan of record in Book 7900, page 751, said Register's Office.
10. Stormwater Detention Agreement to Metropolitan Government of Nashville and Davidson County of record in Book 9458, page 782, said Register's Office.
11. Agreement for conveyance of Right of Way, Permanent Drainage Easement, Temporary Slope Easement and Construction Easement(s) of record in Book 7695, page 375, Register's Office for Davidson County, Tennessee.
12. Deed of Conveyance to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewage Services of record in Book 10830, page 500, said Register's Office.

- End of Exhibit -