This instrument prepared by and after recording return to:

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn: William W. Burton, Esq.

Bill Garrett Davidson County
Batch# 14141 DEEDQC
10/16/2017 02:08:30 PM 6 pgs
Fees: $32.00 Taxes: $0.00
20171016-0105932



QUIT CLAIM DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
Metropolitan Government of Nashville and Davidson County P.O. Box 196300 Nashville, TN 37219	Exempt	14900032100 14900032700 14900032300 14900032400; and 14900032600

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **RICHLAND SOUTH, LLC**, a Tennessee limited liability company (hereinafter referred to as "Grantor"), herein this day bargained, sold and does by these presents bargain, sell, remise, release, and forever **QUITCLAIM** to **SOUTH, LLC**, a Tennessee limited liability company ("**Grantor**"), and **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits) all the right, title, interest, claim or demand which Grantor has or may have had in and to the unimproved real property described on **Exhibit "A"** attached hereto and made a part hereof by this reference together with all easements, appurtenances, improvements, and fixtures (the "Property").

The Property is being conveyed subject to all matters of record, including without limitation anything shown on any recorded plat; unpaid taxes for 2017 and subsequent years; unpaid assessments; restrictive covenants, easements or set-back lines that may be applicable; zoning restrictions; prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose.

The sale of the Property is sold "**AS IS, WHERE IS,**" without representations or warranties of any kind, including fitness for a particular use or purpose.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this ___ day of October, 2017.

RICHLAND SOUTH, LLC,
a Tennessee limited liability company

By:_____
Name: Hoss Mousavi
Its: Sole Member and Manager

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Hoss Mousavi, personally known to me to be the Sole Member and Manager of Richland South, LLC, a Tennessee limited liability company, appeared before me this day in person and acknowledged under oath that in such capacity he/she signed and delivered the said instrument pursuant to authority duly given to him/her by said corporation.

GIVEN under my hand and seal this 12th day of October, 2017.

_____
Notary Public

CAROLE M. MAXSON STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires: MAY 25, 2020

My Commission Expires: 5-25-20

STATE OF _____

COUNTY OF _____

I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer is $0.00.

_____
Affiant

Sworn to and subscribed before me,
this ____ day of October 2017.

_____
NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this ___ day of September 2017.

RICHLAND SOUTH, LLC,
a Tennessee limited liability company

By:_____
Name: Hoss Mousavi
Its: Sole Member and Manager

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Hoss Mousavi, personally known to me to be the Sole Member and Manager of Richland South, LLC, a Tennessee limited liability company, appeared before me this day in person and acknowledged under oath that in such capacity he/she signed and delivered the said instrument pursuant to authority duly given to him/her by said corporation.

GIVEN under my hand and seal this _____ day of September, 2017.

_____
Notary Public

My Commission Expires: _____

STATE OF Tennesse

COUNTY OF Davidson

I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer is $0.00.

_____
Affiant

Sworn to and subscribed before me,
this 13 day of September 2017.
October

_____
NOTARY PUBLIC

My Commission Expires: 11-16-2017

BRENDA ZITZMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit "A"

Legal Description of Property

Tract 1:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of First Revision-Lot 1, P.U.D. Boundary Plat and Subdivision plat, K-Mart Corporation, of record in Instrument No. 20010515-0050280, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract 2:

Land in Davidson County, Tennessee, being Lot No. 3, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract 3:

Land in Davidson County, Tennessee, being Lot No. 4, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in Plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract 4:

Land in Davidson County, Tennessee, being Lot No. 6, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

The herein described Tracts 1-4 being part of the same property conveyed by Special Warranty Deed from Kmart Corporation, a Michigan corporation to Richland South, LLC, a Tennessee limited liability company, as recorded on the 8th day of May, 2017 in Instrument No. 20170508-0045339 and part of Warranty Deed from First Atlantic Management Corp., a Florida Corporation to Kmart Corporation, a Michigan corporation, as recorded on the 4th day of December, 1986 in Deed Book 7059, Page 710, in the Register's Office of Davidson County, Tennessee.

Tract 5:

Land in Davidson County, Tennessee, being Lot No. 7, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to K-Mart Corporation, a Michigan corporation by First Atlantic Management Corp., a Florida corporation of record in Book 7059, Page 710 and also being a portion of the same property conveyed to K-Mart Corporation, a Michigan corporation by Sam Sanders, Jr of record in Book 8319, Page 757 and also being a portion of the same property conveyed to Troy CMBS Property, LLC, a Delaware limited liability company by K-Mart Corporation, a Michigan corporation of record in Book 10386, Page 967; Merger of Troy CMBS Property, LLC into Kmart Corporation by Affidavit of Facts recorded at Instrument No. 20170508-0045337 and part of Special Warranty Deed from

Kmart Corporation, a Michigan corporation to Richland South, LLC, a Tennessee limited liability company, as recorded on the 8th day of May, 2017 in Instrument No. 20170508-0045339, in the Register's Office of Davidson County, Tennessee.

Running with the above-described tract is a Detention Pond Easement being more particularly described as follows:

To reach the point of beginning, begin at an iron pin set at the corner of Lot No. 7 where it intersects the right-of-way of Shiaway Drive cul-de-sac; thence, with the Westerly line of Lot No. 7 S 33°24'04"W, 124.34 feet to the true point of beginning; thence,

1. With the Westerly line of Lot No. 7 S33°24'04" W, 185.0 feet to an iron pin; thence,

2. Continuing with the West line of Lot No. 7 S19°26'49" E, 251.00 feet; thence,

3. Leaving Lot No. 7 and severing Sam Sanders, Jr. property N73°28'14"W, 416.04 feet to an iron pin; thence,

4. N 13°33'52" E, 283.50 feet to an iron pin; thence,

5. S89°32'11" E, 350.64 feet to the point of beginning and containing 108,985 square feet or 2.5 acres.

Being Exhibit "C", Detention Pond Easement as described in Easement Agreement recorded in Book 8319, Page 761, R.O.D.C., Tennessee.

Together with the rights and interest as described in the Declaration of Easements, Restrictions and Operating Agreements dated September 24, 1991 recorded in Book 8451, Page 495.

Certificate of Authenticity

I, John Cobb Rochford, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Brenda Zitzman, a notary public for this county and state, John Cobb Rochford, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

BRENDA ZITZMAN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Notary's Signature

My Commission Expires: 11-6-2017