Bill Garrett Davidson County
Batch# 33904 DEEDWARRSP
12/05/2017 04:11:04 PM 6 pgs
Fees: $33.00 Taxes: $25,530.00
20171205-0124190

This instrument prepared by and after recording return to:

Morgan W. Jones, Esq
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
Smyrna Commons, GP 5215 Harding Pike Nashville, TN 37205 Attn: Joong Seo	Smyrna Commons, GP 5215 Harding Pike Nashville, TN 37205 Attn: Joong Seo	093-14-0-555.00

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, **600 NINTH PARTNERS, LLC**, a Tennessee limited liability company (hereinafter referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **SMYRNA COMMONS, GP**, a Tennessee general partnership (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), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

The foregoing Property is improved property located at 600 Ninth Avenue South, Nashville, Tennessee.

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 5th day of December, 2017.

GRANTOR:

600 NINTH PARTNERS, LLC,
a Tennessee limited liability company

By: _____
David W. Creed, Jr., President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, David W. Creed, Jr., the President of 600 Ninth Partners, LLC, a Tennessee limited liability company, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he or she as President executed the foregoing instrument for the purposes therein expressed and contained, by signing the name of the company as such President.

Witness my hand and official seal this 5th day of December, 2017.

My Commission Expires:
1-6-20

Notary Public

MELINDA A. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: JANUARY 6, 2020

STATE OF TENNESSEE

COUNTY OF Davidson

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $6,900,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 5 day of December, 2017.

AL FRAZIER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

NOTARY PUBLIC

My Commission Expires: 2/19/18

Exhibit "A"

Legal Description of Property

Land in Davidson County, Tennessee, being the northerly 23 feet of Lot 14 and all of Lots 15 & 16, as shown on the map entitled Bass First Addition to Nashville, of record in Book 21, Page 114, Register's Office for Davidson County, Tennessee.

BEGINNING at a PK Nail set on the eastern right-of-way line of 9th Avenue South, having a right-of-way width of 50 feet, the same point also being the northwest corner of the Bravo Development, LLC property as described in Instrument Number 20151110-0114237 as being a portion of Lot 14 of the John M. Bass' First Addition to Nashville subdivision as recorded in Plat Book 21, Page 114 in the Register's Office for Davidson County, Tennessee and being the southwestern most corner of the property being herein described; thence, leaving said point with and along the eastern right-of-way line of 9th Avenue South, North 06 degrees 31 minutes 35 seconds East, 120.00 feet to a PK Nail set at the intersection of the eastern right-of- way line of 9th Avenue South and the southern right-of-way line Gleaves Street, having a right- of-way width of 50 feet; thence, leaving said point, with and along the southern right-of-way line of Gleaves Street, South 82 degrees 48 minutes 03 seconds East, 150.00 feet to a PK Nail set at the intersection point of the southern right-of-way line of Gleaves Street and the western right-of-way line a 15 foot wide public alley; thence, leaving said point with and along the western right-of-way line of the aforementioned alley, South 06 degrees 31 minutes 35 seconds West, 120.00 feet to a PK Nail set at the southeast corner of the property being herein described; thence, leaving said point North 82 degrees 48 minutes 03 seconds West, 150.00 feet to the POINT OF BEGINNING.

Being the same property conveyed to 600 NINTH PARTNERS, LLC, by deed from ROBERT E. RIES AND SPOUSE, H. DIANNE RIES, of record as Instrument No. 20160223-0017153, dated February 22, 2016, said Register's Office.

Exhibit "B"

Permitted Exceptions

1. Taxes for the year 2018 a lien, but not yet due and payable, and all subsequent years.

2. Easement(s) referenced in the instrument of record in Book 2487, page 231, said Register's Office.

3. Covenants, Conditions and Restrictions as set forth for Arts Center Redevelopment recorded in Book 10965, page 404, as amended in Book 11625, page 252, and as Instrument Nos. 20020715-0084598, 20130903-0092714, 20130903-0092715 and 20140410-0030060, said Register's Office.

4. Telecommunications Easement of record as Instrument No. 20140114-0003778, and Affidavit of record as Instrument No. 20140416-0031703, said Register's Office.

5. Matters as shown on the survey by G. Scott Carter, TN RLS No. 2391, with Clint Elliott Survey dated November 30, 2017, Project ID: 9th Ave S 600, as follows:

   a) Encroachment of stairs across western boundary of property;

   b) Overhead power line encroaching across northwest corner of property