Bill Garrett Davidson County
Batch# 40560 DEEDWARRSP
12/21/2017 02:41:49 PM 6 pgs
Fees: $33.00 Taxes: $15,910.00
20171221-0130230

This Instrument Prepared by:
Bettie J. Winton
Grissim and Hodges, Attorneys
323 Union Street, Suite 400
Nashville, TN 37201

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
PWRE2 Bellevue West, LLC et al 403 Madison Ave N, Suite 230 Bainbridge Island, WA 98110 Attn: Asset Manager	SAME	Map and Parcels: 14200027800 and 14200035200

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is forever acknowledged, **BELLEVUE WEST SHOPPING CENTER, G.P.,** a Tennessee general partnership (successor by merger to Bellevue West Shopping Center, L.L.C., a Tennessee limited liability company) ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **PWRE2 BELLEVUE WEST, LLC**, a Tennessee limited liability company, as to an undivided 45.42% interest; **AG BROOKFIELD, LLC**, an Arizona limited liability company, as to an undivided 31.25% interest and **SEAGATE ASSOCIATES**, a Washington limited partnership, as to an undivided 23.33% interest (the "Grantees"), their successors and assigns, the following described real property situated in Davidson County, Tennessee, together with all rights and privileges appurtenant thereto:

See the legal description set forth in Exhibit "A" attached and incorporated by this reference (the Property).

SUBJECT TO the matters listed on Exhibit "B".

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantees, their successors and assigns, forever.

And Grantor does covenant with the Grantees 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, except as otherwise herein set out.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the land to the Grantees, their successors and assigns, against the lawful claims of all persons claiming by or through Grantor, but not further or otherwise.

WITNESS Grantor's hand, this 18th day of December, 2017.

BELLEVUE WEST SHOPPING CENTER, G.P.

By: _____
Raymond Zimmerman

Title: Managing Partner

STATE OF NEW YORK)

COUNTY OF New York)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Raymond Zimmerman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he is the Managing Partner (or other officer authorized to execute this instrument) of BELLEVUE SHOPPING CENTER, G.P., a Tennessee general partnership, and that he as such Managing Partner, executed this instrument for the purposes herein contained by signing the name of the partnership in his capacity as Managing Partner.

WITNESS my hand and official seal at New York, New York, this 18th day of December, 2017.

_____
NOTARY PUBLIC

My Commission Expires: 08/31/19

REZWANUL KABEER SAJJAD
Notary Public - State of New York
NO. 01SA6329779
Qualified in Queens County
My Commission Expires Aug 31, 2019

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer, or value of property (whichever is greater) is $4,300,000.00

Affiant

Subscribed and sworn before me this 19th day of December, 2017.

NOTARY PUBLIC

My Commission Expires: _____

PEGGY AXFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 10, 2019

EXHIBIT "A"
Legal Description

Being a parcel of land in Nashville, 2nd Civil District, Thirty-fifth councilmanic district, Davidson County, Tennessee, located on the northerly margin of US Hwy 70 South and west of Sawyer Brown Rd., being Lot No. 2 shown on re-subdivision of Lots 2, 3 & 4, (2nd Revision) Section Two, American Subdivision of record in Book 6050, Page 407, Register's Office Davidson County (RODC), and being Lot No. 1 on the plan of Bellevue Mini-Warehouse of record in Book 6900, Page 892, RODC, all being more particularly described as follows:

BEGINNING at a point in the northerly margin of US Hwy 70 South, said point being westerly 2,100 feet, more or less, from the centerline of Sawyer Brown Rd.;

THENCE, with said northerly margin along a curve to the right having a central angle of 13E 15' 44", a radius of 1785.00 feet, a distance of 413,17 feet and a chord of N 64 E 30' 41" W, 412.25 feet to a point;

THENCE, N 57 E 53' 00" W, 43.20 feet to a point in the westerly line of Lot One of the HL Smith plat of record in Book 6250, Page 472, RODC.

THENCE, with said westerly line N 34 E 13' 00" E, 240.0 feet to a point in the northerly line of Lot 1 of the above-mentioned plat;

THENCE, with the northerly line of Lot One of the HL Smith plat, as of record in book 6250, Page 472, RODC S 69 E 08' 00" E, 170.91 feet to a point;

THENCE, 74 E 30' 00" E, 175.22 feet to a point in the northeasterly corner of Lot 2 of the 2nd Revision, Section Two, American Subdivision as of record in Book 6050, Page 407, RODC;

THENCE, with the easterly line of Lot 2, the following calls:

S 15 E 30' 00" W, 103.24 feet to a point;
S 74 E 30' 00" E, 25.00 feet to a point;

THENCE, S 15 E 30' 00" W, 191.94 feet to the point of beginning

Containing 108,868 square feet or 2.50 acres, more or less.

Being the same property conveyed to Bellevue West Shopping Center, L.L.C.., a Tennessee limited liability company, by Quitclaim Deed from Raymond Zimmerman, of record in Book 9560, Page 305, in the Register's Office of Davidson County, Tennessee. Pursuant to a Certificate of Merger, the said Bellevue West Shopping Center, L.L.C., a Tennessee limited liability company, has merged with and into Bellevue West Shopping Center, G.P., a Tennessee general partnership, of record in Instrument No. 200001030000320, said Register's Office.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED FROM CONVEYANCE is that property more particularly described in a right of way dedication, of record in Plat Book 9700, Page 815, said Register's Office.

EXHIBIT "B"
Permitted Encumbrances

1. Taxes for the year 2018, a lien not yet due and payable.

2. Subject to all matters shown on the Plat of record in Plat Book 9700, Page 815, Register's Office for Davidson County, Tennessee.

3. Subject to all matters shown on the Plat of record in Plat Book 7900, Page 124, Register's Office for Davidson County, Tennessee.

4. Subject to all matters shown on the Plat of record in Plat Book 6050, Page 306, as corrected in Book 7534, Page 426, Register's Office for Davidson County, Tennessee.

5. Agreement for Dedication of Easement for Sewer Line of record in Book 6510, Page 458, Register's Office for Davidson County, Tennessee.

6. Property Owners Maintenance Agreement of record in Book 6569, Page 238, Register's Office for Davidson County, Tennessee.

7. Easements of record in Book 6588, 150, Register's Office for Davidson County, Tennessee.

8. Agreement of record in Book 6630, Page 313, Register's Office for Davidson County, Tennessee.

9. Restrictions as referenced in Warranty Deed of record in Book 7154, Page 204, as amended in deeds of record in Book 7920, Page 303; Book 7915, Page 704; and Book 7967, Page 597, Register's Office for Davidson County, Tennessee.