Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
c/o Eakin Partners 1201 Demonbreun Street Suite 1400 Nashville, TN 37203	Map-Par. 093-11-0-258.00	New Owner
This instrument prepared by: Bradley Arant Boult Cummings LLP (JRH) 1600 Division Street, Suite 700, Nashville, TN 37203		

SPECIAL WARRANTY DEED

WHEREAS, **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY** (herein "**Grantor**"), a public body and a body corporate and politic organized under Chapter 20, Title 13, Tennessee Code Annotated, as amended, is the owner of certain real property located in Nashville, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has bargained and sold, and by these presents does transfer and convey the Property to **RMH-EP, LLC,** a Tennessee limited liability company, and its successors and assigns (herein "**Grantee**").

This conveyance of all covenants and warranties contained herein, are made expressly subject to the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference.

This is unimproved property located on Peabody Street, Nashville, Davidson County, Tennessee. No representation or warranty is made as to the area of the Property.

Bill Garrett Davidson County
Batch# 49040 **DEEDWARRSP**
01/18/2018 04:24:16 PM 5 pgs
Fees: $28.00 Taxes: $34,780.00
20180118-0005563

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever greater, for this conveyance is $9,400,000.00

John S Eakin

Subscribed and sworn to before me this 16th day of January, 2018.

BETH TIPPEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-8-2021

Beth Tippen
Notary Public
My Commission Expires: 3-8-2021

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063258-301038

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

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple and that it has good right to sell and convey same.

Grantor covenants with Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

By acceptance of this Special Warranty Deed, Grantee, for itself, its successors and assigns, covenants that, until such time as indebtedness evidencing tax increment financing to be obtained by Grantor to facilitate construction of improvements on the Property (the "**TIF Financing**") has been repaid in full, (i) Grantee shall not take or support any action or contest any assessment or imposition of property taxes on the Property that would interfere with the ability of Grantor to meet all scheduled payments of such indebtedness and to pay such indebtedness in full at maturity, (ii) Grantee hereby agrees not to contest or permit others to contest any prior assessment or imposition at or below the minimum amount required to enable Grantor to meet its obligations with respect to the TIF Financing, and (iii) Grantee shall not initiate or permit others to initiate any contest of any future assessment or imposition unless Grantee first notifies Grantor in writing. Any request for approval by Grantee shall set forth the basis of any proposed contest and Grantee's proposed valuation of the Property and any improvements located thereon. All purchasers of the Property or improvements thereon (or any portion thereof including commercial condominium units, if any) and all other successors to Grantee shall be bound by these covenants, all of which shall run with the land until the indebtedness evidencing the TIF Financing has been repaid in full. Notwithstanding any provision herein, Grantee's commitments regarding refraining from any contest of tax assessments or impositions shall not be deemed a waiver or concession of either its rights to contest assessments or impositions after the TIF Financing indebtedness is paid in full or Grantee's exempt status under any tax scheme of any taxing authority other than the Metropolitan Government. Upon repayment of the TIF Financing in full, Grantor shall execute and record an instrument releasing the foregoing restrictions of record.

[Signature and notary acknowledgement on following page]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Lot No. 1, as shown on the map entitled Trolley Barn Final Plat, of record as Instrument No. 20101206-0096978, 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 METROPOLITAN DEVELOPMENT AND HOUSING AGENCY (MDHA), by deed from METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, of record as Instrument No. 20060922-0117719, dated August 10, 2006, said Register's Office.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed of Improvements to be executed as of the 17 day of January, 2018.

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: James E. Harbison
James E. Harbison
Executive Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, James E. Harbison, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive Director of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, the maker or a constituent of 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 16th day of January, 2018.

My Commission Expires: January 8, 2019
A. Denise Hagewood
Notary Public



[Signature page to Special Warranty Deed]

4814-0828-4250.3

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EXHIBIT B

PERMITTED ENCUMBRANCES

1. General or special taxes and assessments required to be paid in the year 2018 and subsequent years for Map-Par. 093-11-0-258.00.

2. Matters shown on the Plan of record as Instrument No. 20101206-0096978, Register's Office for Davidson County, Tennessee.

3. Notice of Land Use Restrictions of record as Instrument No. 20110912-0070647, said Register's Office.

4. Amended and Restated Declaration of Owners Association for Rolling Hill Mill Property Owners Association of record as Instrument No. 20140314-0021487, said Register's Office.

5. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record as Instrument Nos. 20100913-0072434, said Register's Office.