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Box 36

THIS INSTRUMENT PREPARED BY: ***Douglas A. Brace, Reg. #3485*** ***ORTALE, KELLEY, HERBERT & CRAWFORD*** *330 Commerce Street, Suite 110* *P.O. Box 198985* *Nashville, TN 37219-8985* *(615) 256-9999* Karen Y Johnson Davidson County Batch# 143906 DEEDWARRSP 09/21/2018 01:17:22 PM 5 pgs Fees: $28.00 Taxes: $740.00 20180921-0093814	*STATE OF TENNESSEE]* *COUNTY OF DAVIDSON]* *The actual consideration or value, whichever is greater, for this transfer is $200,000.00.* *Affiant* *SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF SEPTEMBER, 2018.* *Notary Public* *My commission expires:* DOUGLAS A. BRACE STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON MY COMMISSION EXPIRES MARCH 08, 2021
Name and Address of New Owner: Rivendell Townhouse Partners 421 East Iris Drive, Suite 300 Nashville, TN 37204	
Send Tax Bills To: NEW OWNER	
Street Address of Subject Property: 1163 Shire Drive Antioch, Tennessee	**Map and Parcel:** P/O 174-001

SPECIAL WARRANTY DEED

For and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Rivendell, LLC,** a Tennessee limited liability company, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **Rivendell Townhouse Partners,** a Tennessee general partnership,

hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, being more particularly described as follows:

Land situated in the 32nd Council District of Davidson County, Tennessee, and is more particularly described as follows:

Commencing at the southeasterly corner of Lot 262 on the Final Plat of Rivendell Woods, Phase One-Section Two, of record in Instrument Number 20080829-0088935, R.O.D.C., TN, thence along the northerly margin of Shire Drive, North 48° 42' 46" East, a distance of 164.48 feet to the northeasterly corner of said lot, said corner also being the point of beginning of the herein described land;

Thence leaving said margin and along said lot, North 68° 06' 35" West, a distance of 84.04 feet to a point;

Thence South 48° 42' 46" West, a distance of 43.56 feet to a point along the northerly line of Lot 191 on the Final Plat of Rivendell Woods, Phase Four, of record in Instrument Number 20150724-0072969, R.O.D.C.,TN;

Thence along the lot lines, North 46° 08' 03" West, a distance of 70.94 feet to a point;

Thence North 59° 37' 04" West, a distance of 73.65 feet to a point;

Thence North 74° 26' 00" West, a distance of 73.08 feet to a point;

Thence North 89° 00' 25" West, a distance of 29.45 feet to a point on the rear line of Lot 194;

Thence leaving said lot lines and with the plat line and southerly margin of a TVA easement, North 68° 06' 35" West, a distance of 28.14 feet to a point;

Thence North 68° 02' 45" West, a distance of 975.21 feet to a point on the line of Rivendell Woods, Phase Three, of record in Instrument Number 20131113-0117434, R.O.D.C.,TN;

Thence with said Phase, North 51° 42' 17" East, a distance of 43.42 feet to a point;

Thence North 47° 13' 38" East, a distance of 53.47 feet to a point;

Thence North 25° 53' 00" East, a distance of 28.99 feet to a point, said point being along the southerly line of land conveyed to Starwood Properties Four Limited Partnership, of record in Deed Book 8577, page 56, R.O.D.C.,TN;

Thence South 83° 13' 20" East, a distance of 1,939.73 feet to the southeasterly corner of land conveyed to Noel Hwang, of record in Instrument Number 20150727-0073225, R.O.D.C.,TN;

Thence South 82° 46' 45" East, a distance of 152.11 feet to the northwesterly corner of land conveyed to Gerhart O. Richter and Judith E. Richter, of record in Deed Book 8447, Page 377, R.O.D.C.,TN;

Thence with the line of Richter, South 08° 00' 16" West, a distance of 629.59 feet to a point;

Thence leaving the line of Richter and along the southerly margin of a TVA easement, North 74° 31' 28" West, a distance of 438.99 feet to a point;

Thence North 68° 06' 35" West, a distance of 389.40 feet to a point being along the easterly margin of Shire Drive, as shown on the Final Plat of Rivendell Woods, Phase One-Section Two, of record in Instrument Number 20080829-0088935, R.O.D.C.,TN;

Thence with a non-tangential curve turning to the right with an arc length of 21.32 feet, having a radius of 25.00 feet, a chord bearing of North 74° 08' 53" East, and a chord length of 20.68 feet to a point;

Thence with a reverse curve turning to the left with an arc length of 241.15 feet, having a radius of 50.00 feet, a chord bearing of North 39° 35' 34" West, and a chord length of 66.70 feet to a point;

Thence with a reverse curve turning to the right with an arc length of 20.28 feet, having a radius of 25.00 feet, a chord bearing of South 25° 28' 35" West, and a chord length of 19.73 feet to a point;

Thence South 48° 42' 46" West, a distance of 5.39 feet to the point of beginning, having an area of 817,141.6 square feet or 18.76 acres of land.

Being part of the same property conveyed to Ole South Properties, Inc., a Tennessee corporation, by Special Warranty Deed from C. Paul & Sons Development Company, Inc. of record as Instrument No. 20060717-0085866 in the Register's Office for Davidson County, Tennessee. Further, being part of the same property conveyed to Rivendell, LLC by Quitclaim Deed from Ole South Properties, Inc. of record as Instrument No. 20060717-0085867 in said Register's Office. Further, reference is also made to the Quitclaim Deed for Combining Property into one map and parcel number of record as Instrument No. 20170427-0041451 in said Register's Office. This description was prepared by Christopher Lyle Goetz, Tennessee Registered Land Surveyor Number 2660, on September 9, 2018 and is based on survey work previously conducted by Dale and Associates under Project Number 02074.

The conveyance of the above-described parcel of land is subject to the following:

1. Metropolitan Nashville/Davidson County property taxes for the year 2018 which have been prorated between the parties and assumed by Grantee.
2. Right-of-Way Agreement to Columbia Gulf Transmission Company as set forth in instruments of record in Book 3763, page 4, and in Book 4215, page 632, in the Register's Office for Davidson County, Tennessee.
3. A 150 foot TVA Right-of-Way as disclosed by the plan of record as Instrument No. 20061207-0151493, in said Register's Office.
4. Stormwater Detention Agreement of record as Instrument No. 20031104-0161896 in said Register's Office.
5. Order of Possession granted to Piedmont Natural Gas Company, Inc. of record as Instrument No. 20130130-0009636 in said Register's Office. Assignment of Easement of record as Instrument No. 20130520-0050613 in said Register's Office.
6. Easements set forth in the Consent Judgment and Final Decree of record as Instrument No. 20140919-0086248 in said Register's Office.
7. Grant of Easement to Comcast of Nashville I of record as Instrument No. 20150211-0012555 in said Register's Office.
8. Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances of record as Instrument No. 20130918-0098477 in said Register's Office.
9. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record as Instrument No. 20171206-0124526 in said Register's Office.
10. Easement for the flow of the waters of any creeks or streams and the rights of the public therein.
11. Rights of upper and lower riparian owners to the flow of the waters of any creeks or streams, free from diminution or pollution.
12. Changes in the boundary of the subject property caused by erosion or accretion from the flow of any creeks or streams.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and Grantor does covenant with the said Grantee that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor further covenants and binds himself, his heirs and assigns, to warrant and forever defend the title to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed hereto on this the 19th day of September, 2018.

Rivendell, LLC, a Tennessee limited liability company

By: _____

John D. Floyd, Chief Manager

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, John D. Floyd, 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 Chief Manager of Rivendell, LLC, a Tennessee limited liability company, the within named 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 its hand and official seal of office, this 19th day of September, 2018.

Kim B. Lockhart
NOTARY PUBLIC

KIM B. LOCKHART STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

My commission expires: 3-26-22

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