THIS INSTRUMENT PREPARED BY:
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511 Union Street, Suite 2700
Nashville, Tennessee 37219

Karen Y Johnson Davidson County
Batch# 157737 DEEDWARRSP
11/08/2018 03:15:30 PM 8 pgs
Fees: $43.00 Taxes: $29,600.00
20181108-0110834

| **ADDRESS OF NEW OWNER:** | **SEND TAX BILL TO:** | **MAP-PARCEL:** |
|---|---|---|
| Athens Way Nashville, LLC<br>1020 N.E. Loop 410, Suite 700<br>San Antonio, Texas 78209 | SAME AS NEW OWNER | 07012001100 |

# SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **SEV METROCENTER IV, LLC,** a Tennessee limited liability company (hereinafter the "Grantor"), has this day bargained and sold, and does hereby transfer, convey and warrant to **ATHENS WAY NASHVILLE, LLC**, a Delaware limited liability company (hereinafter the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

> A tract or parcel of land located in Nashville, Davidson County, Tennessee (the "Land") and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with: (i) all buildings, fixtures, structures and improvements thereon, if any; (ii) any strips or gores between the Land and all abutting properties, if any; (iii) all right, title and interest, if any, of Grantor in and to any land lying in the bed of any street, road, alley, railroad, spur, access way, easement (whether public, utility, or otherwise), or right of way (each, a "Right of Way"), opened, proposed, vacated, closed, or abandoned, in front of, at a side of, or adjoining the Land, to the centerline of such Right of Way; (iv) all right, title, and interest, if any, of Grantor in and to all Rights of Way and ingress and egress easements relating to the Land, whether surface, subsurface or otherwise; (v) all right, title and interest, if any, of Grantor in and to all water, water rights, minerals, and mineral interests of any kind or character in, on, under or otherwise pertaining to the Land or any other aspect of the Property; (vi) all right, title and interest, if any, of Grantor in and to all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Land; (vii) all right, title, and interest, if any, of Grantor in and to all permits, contracts, drainage facilities and easements and rights of any kind or character to receive utilities services for the Land (including, without limitation, utility capacity, equivalent dwelling units, and impact fees pertaining to the Land); (viii) all right,

title and interest, if any, of Grantor in and to all other transferable rights, privileges and appurtenances belonging or in any way pertaining to the Land (including, without limitation, all vested rights and entitlements pertaining to the Land); (the Land, together with all appurtenances described subsections (i)-(viii) above are hereinafter collectively referred to as the "Property").

This is unimproved property located at 101 Athens Way, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD said Property, with the appurtenances, estate, title and interest thereto belonging or in any wise appertaining, to the said Grantee and its successors and assigns, forever.

Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and has a good right and lawful authority to sell and convey the Property; and that the Property is free from all encumbrances made or suffered by Grantor, subject only to those matters shown on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions"). Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under it but not further or otherwise, subject to the Permitted Exceptions.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

***[Signature Page Follows]***

IN WITNESS WHEREOF, Grantor has executed this instrument on this 6th day of November, 2018.

**SEV METROCENTER IV, LLC,**
a Tennessee limited liability company

By: Southeast Venture, LLC, a Tennessee limited liability company, its manager

By: _____
Cameron W. Sorenson,
Authorized Member

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Cameron W. Sorenson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Authorized Member of Southeast Venture, LLC, a Tennessee limited liability company, which is the manager of **SEV METROCENTER IV, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such Authorized Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Southeast Venture, LLC by himself as an Authorized Member.

WITNESS my hand and official seal at Nashville, Tennessee, this 15th day of November, 2018.

LINDA J. BOGGESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 2, 2022

_____
Notary Public

My Commission Expires: 5-2-2022

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $8,000,000.00.

Claire Burke
Affiant

Subscribed and sworn to before me this 6th day of November, 2018.

Jodean M. King
Notary Public

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

My Commission Expires: 6/21/2021

## EXHIBIT A

### DESCRIPTION OF LAND

Being a parcel of land in Nashville, First Civil District, Second Councilmanic District, Davidson County, Tennessee, located in the southwest quadrant of the intersection of Athens Way and Great Circle Road, being Lot 18A as shown on the Plat of Metrocenter, Tract 18 of record in Plat Book 8250, page 938, R.O.D.C, and being more particularly described as follows:

BEGINNING at an iron pin in the west margin of Athens Way at the southeast corner of herein described tract;

THENCE, leaving said margin, with the north line of FED VI, LLC, of record in Book 11116, page 596, R.O.D.C., N 66° 15' 50" W, 972.64 feet to an iron pin;

THENCE, with the east line of Tennessee Football, L.P., of record in Book 10933, page 809, R.O.D. C., the following calls:

With a curve concave to the west having a central angle of 02° 14' 45" a radius of 392.00 feet and a chord of N 44° 02' 04" E, 15.36 for an arc length of 15.37 feet to a point,

N 42° 54' 41" E, 185.00 feet to a point,

With a curve concave to the east having a central angle of 60° 00' 00", a radius of 408.00 feet and a chord of N 72° 54' 41" E, 408.00 feet for an arc length of 427.26 feet to a monument in the south margin of Great Circle Road;

THENCE, with said margin, S 77° 05' 19" E, 519.72 feet to an iron pin;

THENCE, with a curve concave to the south having a central angle of 90° 00' 00", a radius of 50.00 feet and a chord of S 32°05' 19" E, 70.71 feet for an arc length of 78.54 feet to an iron pin in the west margin of Athens Way;

THENCE, with said margin, S 12° 54' 41" W, 15.38 feet to an iron pin;

THENCE, with a curve concave to the west having a central angle of 10° 49' 28", a radius of 1458.00 feet and a chord of S 18° 19' 24" W, 275.04 feet from an arc length of 275.45 feet to an iron pin;

THENCE, S 23° 44' 10" W, 224.84 feet to the point of beginning.

Containing 422,468 square feet or 9.70 acres, more or less.

Being a portion of the same property conveyed to SEV Metrocenter IV, LLC, a Tennessee limited liability company by deed of record in Instrument No. 200712210146729, in the Register's Office for Davidson County, Tennessee.

## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.

2. The following matters shown on plat of record in Book 8250, page 938, in the Register's Office of Davidson County, Tennessee:
   - Drainage easement along the easterly boundary of the Land;
   - 5 foot drainage easement along the southerly boundary of the Land; and
   - 20 foot public utility easement along the northerly and southerly boundaries of the Land.

3. Article VI contained in the Restrictive Covenants of record in Book 5242, page 389, Register's Office for Davidson County, Tennessee.

4. Terms and provisions of Declaration of Agreements, Charges, Assessments and Liens of record in Book 7487, page 952, as amended in Book 10602, page 499 and Book 11503, page 607, in the Register's Office for Davidson County, Tennessee.

5. Declaration of Restrictive Covenant of record in Book 9420, page 176, in the Register's Office for Davidson County, Tennessee.

6. Transformer Easement of record in Book 5632, page 813, Register's Office for Davidson County, Tennessee.

7. Declaration of Covenants, Conditions and Restrictions of record as Instrument No. 20181108011083 3, in the Register's Office for Davidson County, Tennessee.

# True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 6/21/2021

Notary Seal:

