BK/PG:7684/893-898
19027666

6 PGS : DEED	
JESSICA SWEENEY 605036 - 19027666	
07/22/2019 - 10:15:33 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	48562.50
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	48595.50

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTER OF DEEDS

Karen Johnson Davidson County
Batch# 261697 DEEDWARRSP
07/24/2019 03:38:30 PM 7 pgs
Fees: $37.00 Taxes: $0.00
20190724-0072839

This instrument prepared by and after recording return to:

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn: William W. Burton, Esq.

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
3031 N. Rocky Point Drive West, Ste. 550
Tampa, FL 33607
File No: NCS 956505

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
Merchants Walk TN, LLC 1616 Second Avenue South, Suite 100 Birmingham, AL 35233	Merchants Walk TN, LLC 1616 Second Avenue South, Suite 100 Birmingham, AL 35233	11A-D-01100 Williamson Co. 17100014900 Davidson Co.

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, **SIG, 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 **MERCHANTS WALK TN, LLC**, a Delaware limited liability company (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 THOSE TRACTS OR PARCELS of improved land lying and being in Davidson and Williamson Counties, 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").

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.

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[*Signatures Commence on Following Page*]

Exhibit "A"

Legal Description of Property

The land referred to herein below is situated in the County of Davidson and County of Williamson, State of Tennessee, and described as follows:

A TRACT OF LAND IN THE FIRST CIVIL DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND IN THE FIFTEENTH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF BRENTWOOD, TENNESSEE AND BEING DESIGNATED AS TRACT TWO (RESERVED PARCEL), AS SHOWN ON THE PLAN ENTITLED RESUBDIVISION OF TRACT TWO, MARYLAND FARMS EAST PARK AS OF RECORD IN PLAT BOOK 5200, PAGE 660, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND PLAT BOOK 20, PAGE 3, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET ON THE SOUTH RIGHT-OF-WAY LINE OF OLD HICKORY BOULEVARD, (A 120-FOOT ROAD), SAID PIN BEING SITUATED 267.05 FEET EAST OF THE NORTH END OF THE NORTHEAST RETURN CURVE AT THE INTERSECTION OF OLD HICKORY BOULEVARD AND EAST PARK DRIVE, (A 60-FOOT ROAD), SAID PIN ALSO BEING THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON THE PLAN ENTITLED RESUBDIVISION OF TRACT TWO, MARYLAND FARMS EAST PARK, AS OF RECORD IN PLAT BOOK 5200, PAGE 660, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND ALSO BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE, 1. WITH THE SOUTH RIGHT-OF-WAY LINE OF OLD HICKORY BOULEVARD, SOUTH 88 DEG. 24' 06" EAST, 179.58 FEET TO AN EXISTING CONCRETE HIGHWAY MONUMENT; THENCE, 2. SOUTH 86 DEG. 28' 56" EAST, 64.97 FEET TO AN EXISTING CONCRETE HIGHWAY MONUMENT; THENCE, 3. SOUTH 04 DEG. 51' 59" WEST, 5.09 FEET TO AN EXISTING CONCRETE HIGHWAY MONUMENT; THENCE, 4. SOUTH 87 DEG. 16' 22" EAST, 131.69 FEET TO AN EXISTING IRON PIN; THENCE, 5. 137.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT THAT HAS A RADIUS OF 934.77 FEET TO AN EXISTING IRON PIN, SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 88 DEG. 49' 34" EAST, 136.93 FEET; THENCE, 6. 5.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT THAT HAS A RADIUS OF 1347.24 FEET TO AN EXISTING IRON PIN, SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 84 DEG. 30' 18" EAST, 5.69 FEET; THENCE, 7. NORTH 06 DEG. 38' 17" WEST, 5.00 FEET TO AN EXISTING IRON PIN; THENCE, 8. WITH A SPIRAL CURVE TO THE LEFT, 257.56 FEET TO AN EXISTING IRON PIN, SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 81 DEG. 13' 11" EAST, 257.25 FEET; THENCE, 9. NORTH 79 DEG. 15' 18" EAST, 31.60 FEET TO AN EXISTING IRON PIN; THENCE, 10. NORTH 79 DEG. 15' 18" EAST, 15.45 FEET TO AN EXISTING IRON PIN; THENCE, 11. LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD HICKORY BOULEVARD AND WITH THE NORTHWEST LINE OF THE FRANKLIN ROAD, LLC, ETAL PROPERTY AS RECORDED IN DEED BOOK 2632, PAGE 1, R.O.W.C., TENNESSEE, 259.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 650.00 FEET TO AN EXISTING IRON PIN, SAID CURVE HAS A CHORD BEARING AND DISTANCE OF SOUTH 45 DEG. 28' 01" WEST, 257.78 FEET; THENCE, 12. CONTINUING WITH THE NORTHWEST LINE OF FRANKLIN ROAD, LLC, ETAL PROPERTY AND THE GRACE T. MURPHY, ET AL PROPERTY AS RECORDED IN DEED BOOK 484, PAGE 234, R.O.W.C., TENNESSEE, SOUTH 56 DEG. 54' 14" WEST, 363.94 FEET TO AN EXISTING IRON PIN; THENCE, 13. WITH THE NORTHWEST LINE OF THE EDWIN B. RASKIN, TRUSTEE PROPERTY AS RECORDED IN DEED BOOK 369, PAGE 437, R.O.W.C., TENNESSEE, SOUTH 58 DEG. 29' 25"

WEST, 72.49 FEET TO AN EXISTING P.K. NAIL; THENCE, 14. LEAVING THE NORTHWEST LINE OF RASKIN AND WITH THE NORTH LINE OF LOT 32 AS SHOWN ON THE PLAN ENTITLED SECTION 23, RESUBDIVISION TRACT THREE, MARYLAND FARMS EAST PARK, AS RECORDED IN PLAT BOOK 9, PAGE 75, R.O.W.C., TENNESSEE, LOT 32 ALSO BEING THE AID ASSOCIATION FOR LUTHERANS PROPERTY AS RECORDED IN DEED BOOK 882, PAGE 867, R.O.W.C., TENNESSEE, NORTH 86 DEG. 28' 03" WEST, 290.38 FEET TO A P.K. NAIL SET; THENCE, 15. WITH THE EAST LINE OF THE AFOREMENTIONED LOT 6, SAID LOT ALSO BEING THE RANDOLPH M. LAGASSE, ET UX PROPERTY AS RECORDED IN DEED BOOK 9395, PAGE 162, R.O.D.C., TENNESSEE, NORTH 03 DEG. 31' 18" EAST, 364.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 299,305 SQUARE FEET OR 4.805 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES WHICH WERE DETERMINED WITHIN THE PRECISION REQUIREMENTS OF A CLASS "URBAN" ALTA/ACSM LAND TITLE SURVEY OF 1992.

BEING THE SAME PROPERTY CONVEYED TO SIG, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM MERCHANTS WALK, L.P., A TENNESSEE LIMITED PARTNERSHIP, OF RECORD IN INSTRUMENT NO. 200406280076451, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; AND IN BOOK 3277, PAGE 783, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

Exhibit "B"

Permitted Exceptions

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

2. The following matters shown on plats of record in Book 5200, Page 660, in the Register's Office of Davidson County, Tennessee; and Plat Book 8, Page 107; and Plat Book 20, Page 3, in the Register's Office of Williamson County, Tennessee: 20' drainage easement, 20' public utility easement, 15' public utility easement, 25' common ingress/egress easement, 25' sanitary sewer easement, sign easement, 40' building setback line, 30' building setback line, non-exclusive easement over the property of the other within the subdivision for purposes of ingress and egress to and from their respective premises, for purposes of traversing the property and for purposes of parking on paved areas designated for parking, access to East Park Drive limited, dedication of all streets, alleys, walks, parks, and other open spaces to use.

3. Agreements for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Merchants Walk Venture to Metropolitan Government of Nashville and Davidson County, of record in Book 7681, Page 302 and Book 7681, Page 336, in the Register's Office of Davidson County, Tennessee.

4. Easement Agreement of recorded in Book 7224, Page 565, aforesaid records.

5. Terms and provisions of Reciprocal Easement Agreement, by and between Merchants Walk, L.P., and LRTG, LLC, of record in Instrument No. 200105010044088, in the Register's Office of Davidson County, Tennessee; and Book 2164, Page 630, in the Register's Office of Williamson County, Tennessee.

6. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease Agreement by and between SIG, LLC and Zaragoza, Inc., of record in Instrument No. 201809110090033, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Easement Agreement, by and between Walter's of Brentwood, Ltd.; Merchants Walk Venture; Winston Place Associates, Ltd. and Edwin B. Raskin, Trustee, of record in Book 7224, Page 565, in the Register's Office of Davidson County, Tennessee; and Book 664, Page 380, in the Register's Office of Williamson County, Tennessee.

8. Rights of tenants, as tenants only, under prior unrecorded leases.

9. Rights of the public and public utilities in and to that portion of the land lying within the bounds of Thoroughbred Lane.

10. Any facts, rights, interests or claims that may be shown by an updated ALTA/NSPS survey of the Property.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 19 day of July, 2019.

GRANTOR:

SIG, LLC,
a Tennessee limited liability company

By: _____
Name: Martin D. Silverman
Its: Sole Member

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, the undersigned Notary Public in and for the County and State aforesaid, HEREBY CERTIFY that Martin D. Silverman, personally known to me to be the Sole Member of SIG LLC, a Tennessee limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sole Member, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the foregoing instrument as such Sole Member, and as his free and voluntary act of said company for the uses and purposes therein set forth; and on his respective oath stated that he was duly authorized to execute said instrument.

Witness my hand and official seal this 17th day of July, 2019.

_____
Notary Public

My Commission Expires: 5-25-20

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires MAY 25, 2020

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $13,125,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

_____
Affiant - William A Malone

Sworn to and subscribed before me,
this 18th day of July, 2019.

_____
NOTARY PUBLIC

My Commission Expires: _____

Danielle L. Beach
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG312816
Expires 4/9/2023

TRUE COPY CERTIFICATION

I, JENNIFER GARNER, 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 herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Jennifer Garner
Signature

State of Florida :

County of Hillsborough :

Personally appeared before me, Danielle L. Beach, a notary public for this county and state, Jennifer Garner, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Danielle L. Beach
Danielle L. Beach, Notary Public

My commission Expires: _____
(affix Notary seal)

Danielle L. Beach
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG312816
Expires 4/9/2023