SPECIAL WARRANTY DEED

Karen Johnson Davidson County Batch# 350365 DEEDWARRSP 01/29/2020 03:36:18 PM 6 pgs Fees: $33.00 Taxes: $12,210.00 20200129-0010820	STATE OF TENNESSEE COUNTY OF DAVIDSON The actual consideration or value, whichever is greater, for this transfer is $3,300,000.00. Affiant Subscribed and sworn to before me, this the 27th day of January, 2020. Notary Public My commission expires: 3/8/2021

THIS INSTRUMENT PREPARED BY:

Kaalberg Law, PLLC
1106 Forrest Avenue, Nashville, TN 37206
Attn: Aaron Kaalberg

ELIZABETH J BARBOUR NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TN

Address of New Owner(s):	Send Tax Bills to:	Map & Parcel:
Arvol LLC c/o Old Republic Exchange Company 500 Ygnacio Valley Road, Suite 290 Walnut Creek, CA 94596 Attn: Reverse Exchange Department	Same as New Owner	104-08-0-416.00

FOR AND IN CONSIDERATION of the sum of One Dollar and no/100 ($1.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, we, **MARK HARTLEY AND LARRY D. FITZGERALD**, as tenants in common ("Grantor"), have this day bargained and sold, and do hereby transfer and convey unto **ARVOL LLC**, a California limited liability company ("Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, as more particularly described on Exhibit A hereto. This is improved property known as 1908 Blakemore Avenue, Nashville, Tennessee 37212.

Grantee is an exchange accommodation titleholder, which is merely a "holding entity" whose sole purpose is to acquire title on behalf of the real party in interest, in a tax deferred exchange under IRC §1031 and Rev. Proc. 2000-37.

TO HAVE AND TO HOLD said real estate, 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 real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those permitted exceptions set forth on Exhibit B hereto and the representations and limitations as expressly provided for herein.

Grantor further covenants and binds itself, its successors, assigns and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns,

against the lawful claims of any persons claiming by, through, or under Grantor, but not further or otherwise.

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

This Special Warranty Deed may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed effective as of the 29th day of January, 2020.

MARK HARTLEY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On January 28th, 2020 before me, Justin Paul Dreyfuss, Notary Public
(insert name and title of the officer)

personally appeared Mark Hartley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JUSTIN PAUL DREYFUSS
Notary Public - California
Ventura County
Commission # 2152003
My Comm. Expires May 30, 2020

Signature _____ **(Seal)**

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed effective as of the 27th day of January, 2020.

LARRY D. FITZGERALD, BY MICHAEL VADEN WITH POWER-OF-ATTORNEY

State of Tennessee)
County of Davidson

On this 27th day of January, 2020, before me personally appeared **MICHAEL VADEN**, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of **LARRY D. FITZGERALD**, and who acknowledged that he executed the same as the free act and deed of **LARRY D. FITZGERALD**.

WITNESS my hand, at office, this 27th day of January, 2020.

NOTARY PUBLIC

VICKI CHERRY
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES 06/22/2020

My Commission Expires:
6/22/2020

Exhibit A

Legal Description

Land in Davidson County, Tennessee, being Lot No. 3, as shown on the map entitled Revision One of the Phase I & II Subdivision Plat of the Blakemore Associates Planned Unit Development, of record as Book 8250, page 198, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to MARK HARTLEY and LARRY D. FITZGERALD, as tenants in common, by deed from ROY CONWAY FLOWERS, of record as Book 9340, page 552, dated May 9, 1994, said Register's Office. For further reference see Quitclaim Deed of record as Instrument No. 20060608-0068195, said Register's Office.

Together with a non-exclusive easement for ingress and ingress and for parking as described in the Declaration of Covenants, Conditions and Restrictions of Blakemore Associates, P.U.D., of record in Book 8908, page 632, Register's Office for Davidson County, Tennessee, and as shown on the Plan of record in Plat Book 8250, page 198, said Register's Office.

Exhibit B

Permitted Exceptions

1. Taxes and assessments for the year(s) 2020 and subsequent years.
2. Matters shown on the Plan of record as Plat Book 8250, page 198, said Register's Office.
3. Restrictive Covenants contained in instrument of record as Book 8908, page 632, said Register's Office.
4. Restrictive Covenants contained in Metro Ordinance No. 089-669 and No. 089-670.
5. Subject to easements and rights retained in Metro Ordinance No. 089-668, amended in No. 089-1049 and as further amended in No. 090-1117, wherein a portion of Blakemore Avenue was abandoned.
6. All matters shown on the ALTA/NSPS Land Title Survey dated November 8, 2019, prepared by Jason J. Stivers, Tennessee RLS 2219, Stivers Land Surveying, 1134 Lakewood Drive, Gallatin, Tennessee 37066, Job No. 19-093.