Karen Johnson Davidson County
Batch# 354043 DEEDWARR
02/05/2020 12:48:44 PM 3 pgs
Fees: $18.00 Taxes: $1,850.00
20200205-0013499

THIS INSTRUMENT PREPARED BY: William T. Smith **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 150 Third Avenue South Suite 1700 Nashville, TN 37201 JOHN GLEAVES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $500,000.00. **Affiant** Subscribed and sworn to before me, this 31st day of January, 2020. Notary Public My Commission Expires: 1-3-22

Address New Owner As Follows:
Rise Development, LLC
3370 N. Hayden Rd., Ste. 123-521
Scottsdale, AZ 85251

Send Tax Bills To:
New Owner

Map-Parcel Number:
071-16-0-177.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **ITH, L.P., a Tennessee limited partnership**, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **RISE DEVELOPMENT, LLC, a Colorado limited liability company**, hereinafter called the Grantee, its

800051.1/020200092

Return to:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
FILE #: J-RISE-20-1220

successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being part of Lot No. 26, of Richardson's Addition to East Nashville, as of record in Plat Book 161, page 5, Registers Office for Davidson County, Tennessee and parts of Lots No. 37, 38 and 39 on the Plan of Oakwood Park, as of record in Plat Book 421, page 12, Register's Office for Davidson County, Tennessee described according to a survey by Barge, Waggoner & Sumner, dated July 14, 1967, as follows:

Beginning at a point in the westerly margin of North 5th Street, the southeast corner of Lot No. 39; thence with the southerly line of said lot North 81° 24' West 166.22 feet to a point in the east margin of a 16 foot alley, thence with the margin of same, North 9° 25' East 1.49 feet to a point in the southeasterly margin of Mile End Avenue as relocated; thence with said margin of said Avenue, northeastwardly 76.43 feet to a point; thence continuing with same, North 55° 33' East 52.52 feet to a point at the beginning of a slight curve to the right with a radius of 32.50 feet, eastwardly 24.62 feet to a point; thence South 81° 03' East 27.20 feet to a point at the beginning of a curve to the right, having a radius of 17.50 feet; thence around said curve southeastwardly 27.51 feet to a point in the westerly margin of North 5th Street thence with the margin of same, South 9° 01' West 73 .57 feet to the point of beginning.

Being the same property conveyed to ITH, LP, a Tennessee limited partnership, by deed from Melvin Fitzgerald, unmarried, of record as Instrument No. 20190906-0090353, Register's Office for Davidson County, Tennessee, as corrected by Scrivener's Affidavit of record as Instrument No. 20190920-0095527, Register's Office for said County. ITH, LP, a Tennessee limited partnership, is correctly known as ITH, L.P., a Tennessee limited partnership.

This conveyance is made subject to:

1. 2020 taxes, a lien, but not yet due and payable, which have been prorated and assumed by Grantee. By acceptance of delivery of this instrument, Grantee assumes and agrees to pay such taxes as and when such become payable and to indemnify and hold harmless Grantor from liability and loss therefrom.

2. All matters as shown on the Plan of record in Plat Book 161, page 5 and Plat Book 421, page 12, said Register's Office.

This is improved property known as: 1220 North 5th Street, Nashville, TN, 37207.

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 covenants with the said Grantee that it 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 further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this 31st day of January, 2020.

ITH, L.P.,
a Tennessee limited partnership

By: LEGACY SOUTH BUILDERS, LLC,
a Tennessee limited liability company
its General Partner

By: _____
Frank E. Neal, IV, Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Frank E. Neal, IV, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Member of 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 31st day of January, 2020.

_____
Notary Public

My Commission Expires: 10/17/2023

JONNA L. HALL
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY