Karen Johnson Davidson County
Batch# 544326 DEEDWARRSP
01/04/2021 10:08:30 AM 8 pgs
Fees: $43.00 Taxes: $37,010.11
20210104-0000265

This instrument prepared by and after recording return to:

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

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
c/o Thompson Burton PLLC 6100 Tower Circle, Suite 200 Franklin, Tennessee 37067	c/o Thompson Burton PLLC 6100 Tower Circle, Suite 200 Franklin, Tennessee 37067	102-03-0-001.00

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, **MILDRED HUDGINS REALTY LLC**, a Tennessee limited liability company, owner of a 50.5% undivided interest, and **LEIGH-LAND STABLES, LLC**, a Tennessee limited liability company, owner of a 49.5% undivided interest hereinafter collectively referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **411 ANNEX AVENUE PROPERTY, LLC**, a Tennessee 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 THAT TRACT OR PARCEL of improved land lying and being in Davidson County, 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.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 29 day of December, 2020, but is effective as of the 30 day of December, 2020.

GRANTOR:

MILDRED HUDGINS REALTY, LLC,
a Tennessee limited liability company

By: Regions Bank, Authorized Agent

By: _____
Name: Douglas Kirby
Title: Senior Vice President

STATE OF TN

COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Douglas Kirby, the Senior Vice President of Regions Bank, the Authorized Agent for Mildred Hudgins Realty, LLC, a Tennessee limited liability company, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he as Senior Vice President, executed the foregoing instrument for the purposes therein expressed and contained, by signing the name of the Bank as Authorized Agent for Grantor.

Witness my hand and official seal this 29th day of December, 2020.

My Commission Expires:

3/7/2023

_____
Notary Public

[Signatures continued on following page]

STEWART D. FINNEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

LEIGH-LAND STABLES, LLC,
a Tennessee limited liability company

By: Regions Bank, Authorized Agent

By: _____
Name: Douglas Kirby
Title: Senior Vice President

STATE OF TN

COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Douglas Kirby, the Senior Vice President of Regions Bank, the Authorized Agent for Leigh-Land Stables, LLC, a Tennessee limited liability company, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he as Senior Vice President, executed the foregoing instrument for the purposes therein expressed and contained, by signing the name of the Bank as Authorized Agent for Grantor.

Witness my hand and official seal this 29th day of December, 2020.

My Commission Expires:
3/7/2023

_____
Notary Public

STEWART D. FINNEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE

COUNTY OF Davidson

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $10,002,733.40, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Melissa Ann Foster
Affiant

Sworn to and subscribed before me,
this 30 day of December, 2020.

Brandy Gomaz
NOTARY PUBLIC

My Commission Expires: 7-5-21

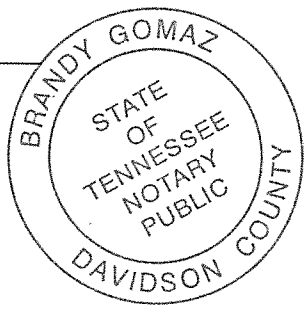


Exhibit "A"

Legal Description of Property

Land in Davidson County and further described as follows:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located in the northwesterly quadrant of Annex Drive and Cleece's Ferry Road on the east bank of the Cumberland River and being more particularly described as follows:

Beginning at a concrete monument in the westerly margin of Annex Drive, said monument being the northeast corner of herein described tract and the southeast corner of Lot No. 1174 of Charlotte Park, Section 17 of record in Plat Book 3600, page 22, R.O.D.C.;

Thence, with said margin and a curve concave to the east having a central angle of 23° 27' 53", a radius of 607.15 feet and a chord of S 21° 05' 56" W, 246.92 feet for an arc length of 248.65 feet to a concrete monument;

Thence, S 09° 22' 00" W, 281.21 feet to a point;

Thence, with a curve concave to the east having a central angle of 26° 14' 58", a radius of 940.00 feet and a chord of S 03° 45' 29" E, 426.89 feet for an arc length of 430.65 feet to a point;

Thence, with a curve concave to the west having a central angle of 87° 04' 00", a radius of 25.00 feet and chord of S 26° 39' 02" W, 34.44 feet for an arc length of 37.99 feet to a point in the northerly margin of Cleece's Ferry Road;

Thence, with said north margin, S 70° 11' 00" W, 176.56 feet to a point;

Thence, with a curve concave to the south having a central angle of 21° 50' 00", a radius of 396.26 feet and a chord of S 59° 16' 00" W, 150.09 feet for an arc length of 151.00 feet to a point;

Thence, leaving said margin, N 47° 24' 00" W, 63.00 feet to a point at the edge of the water of the Cumberland River; Thence, northerly with the edge of the water, more or less, N 10° 53' 59" E, 1229.78 feet to a point;

Thence, leaving said edge of water, with the south line of aforementioned Lot 1174, Charlotte Park, S 57° 10' 00' E, 275.00 feet to the point of beginning, containing 275,839 square feet or 6.33 acres, more or less.

Being part of the same property conveyed to T. HERSCHEL HUDGINS AND WIFE, MILDRED HUDGINS, by deed from BIRMINGHAM FEDERAL SAVINGS AND LOAN ASSOCIATION, of record in Book 8176, page 167, dated August 15, 1990, said Register's Office. T. HERSCHEL HUDGINS has since died leaving MILDRED HUDGINS as the surviving tenant by the entirety.

Being a portion of the same property conveyed to AM SOUTH BANK, TRUSTEE OF THE MILDRED V. HUDGINS REVOCABLE TRUST DATED FEBRUARY 15, 2001, by deed from MILDRED V. HUDGINS, of record In instrument No. 20020110-0004114, as corrected by in Instrument No. 20020709-0082529, dated August 31, 2001, said Register's Office.

Being the same property conveyed to LEIGH-LAND STABLES LLC, A TENNESSEE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 49.5%, by deed from AMSOUTH BANK, AS TRUSTEE OF THE AMENDED AND RESTATED REVOCABLE TRUST OF MILDRED HUDGINS DATED JANUARY 23, 2002, SUCCESSOR TO AMSOUTH BANK, TRUSTEE OF THE MILDRED V. HUDGINS REVOCABLE TRUST DATED FEBRUARY 15, 2001, of record in Instrument No 20021021-0128920, dated October 18, 2002, said Register's Office.

Being the same property conveyed to MILDRED HUDGINS REALTY LLC, A TENNESSEE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 50.5%, by deed from AMSOUTH BANK, AS TRUSTEE OF THE AMENDED AND RESTATED REVOCABLE TRUST OF MILDRED HUDGINS DATED JANUARY 23, 2002, SUCCESSOR TO AMSOUTH BANK, TRUSTEE OF THE MILDRED V. HUDGINS REVOCABLE TRUST DATED FEBRUARY 15, 2001, of record in Instrument No. 20021021-0128921, dated October 18, 2002, said Register's Office.

Exhibit "B"

Permitted Exceptions

1. Rights of those tenants, as tenants only under unrecorded leases, with no rights of first refusal or options to purchase.

2. General or special taxes and assessments required to be paid in the year 2021 and subsequent years, a lien not yet due and payable.

3. Easement(s) of record In Deed Book 2155, page 311, said Register's Office.

4. TVA transmission line and utility anchor easement noted in deeds of record in Book 6735, page 922 and Book 8176, page 167, said Register's Office.

5. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Mildred R. Hudgins to Web Service Company, Inc., of record in Instrument No. 20010924-0103050, said Register's Office.

6. Grant of Easement to Comcast of Nashville I, LLC, of record in Instrument No. 20121114-0104691, said Register's Office.

7. Easement for the flow of the water of Cumberland River and the rights of the public therein.

8. Rights of upper and lower riparian owners to the flow of the water of Cumberland River, free from diminution or pollution.

9. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Cumberland River.

10. Title to that portion of the land lying below the ordinary low water mark of Cumberland River.

11. The following matters shown on the plat of survey by James M. Powers, Tenn. RLS No. 2761, with Red Plains Surveying Company, dated December 6, 2020, last revised December 29, 2020, and coordinated by Old Republic Specialized Commercial Services, as Project No. 01-20133037-02N:

    a) Overhead utility lines along the western boundary; and

    b) Overhead utility lines crossing southwestern boundary.

True Copy Certification

I, Melissa Foster, do hereby make oath that I am 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.

Melissa Foster

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Brandy Gomaz, a notary public for this county and state, Melissa Foster, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Brandy Gomaz

Notary's Signature

My Commission Expires: 7-5-21

Notary' Seal (if on paper)

