Karen Johnson Davidson County
Batch# 549681 DEEDWARRSP
01/08/2021 08:48:11 AM 7 pgs
Fees: $38.00 Taxes: $4,070.00
20210108-0003687

Deed

I hereby swear, or affirm, that the actual consideration for this transfer is $1,100,000.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me on this 4th day of January, 2021.

Notary Public

My Commission Expires: 4-29-2023

The property is identified on the records Tax Assessor as Map 133/6, Parcel 214

The name and address of the new owner and to whom the tax statement should be sent is: Pasifica Investment, LLC
1501 Lebanon Pike
Nashville, TN 37203.

CHRISTINA M HERNANDEZ
My Notary ID # 124543814
Expires April 29, 2023

This instrument prepared by Porch, Peeler, Williams & Thomason, Attorneys, 102 South Court Square, Waverly, Tennessee 37185.

SPECIAL WARRANTY DEED

For a valuable consideration in hand paid, the receipt of which is hereby acknowledged, POLLY PROPERTIES, LLC, a Tennessee limited liability company and MAMOO MANAGEMENT, LLC, a Texas limited liability company (collectively called "Grantor"), this date has bargained and sold, and by these presents does transfer and convey unto PASIFICA INVESTMENT, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in the Sixth Civil District of Davidson County, Tennessee, and being more particularly described in Exhibit A attached hereto and made a part hereof by reference and subject to all matters set forth in Exhibit B attached hereto and incorporated herein by reference

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.

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.

Grantor covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through and under Grantor but not further or otherwise.

By its acceptance of this deed, Grantee acknowledges, on behalf of itself and its successors and assigns, that the property is being conveyed and accepted "as is, where is" and that the consideration for this conveyance reflects the "as is, where is" nature of the sale, and more specifically agrees as follows: the transactions with respect to the property reflected by this deed have been negotiated between the Grantor and Grantee, and the terms of this deed reflect the mutual agreement of Grantor and Grantee. Grantee has conducted such inspections, investigations and other independent examinations of the property and all related documents and related matters as it deems necessary including but not limited to the physical and environmental conditions thereof, and will rely upon same and not upon any statements of Grantor or any of its affiliates, or any of their respective officers, directors, employees, agents, representatives or attorneys ("Grantor's representatives"). None of the Grantor's representatives nor any other person is making any representation, warranty, statements or assurance whatsoever to the Grantee; and no warranties, representations, statements or assurances of any kind or character, either express or implied, are made by any of the Grantor's representatives or relied upon by the Grantee with respect to the status of title to (except for the warranties of title provided in this deed), or the maintenance, repair, condition, or marketability of the property or any portion thereof, including but not limited to (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for a particular purpose, (c) any implied or express warranty of conformity to samples of materials, (d) any rights of grantee under appropriate statutes to claim diminution of value or consideration, (e) any claim by grantee for damages because of defects, whether known or unknown, or latent, with respect to the property, (f) the financial condition or prospects of the property, (g) the physical or environmental condition of the property, or (h) the compliance or lack thereof of the property with governmental regulations, it being the express intention of Grantor and Grantee that the property is being conveyed and transferred to Grantee in its present condition and state of repair, "as is" and "where is," with all faults and, hereafter, grantee will assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by grantee inspections and investigations of the property. Grantee, on behalf of itself and its successors and assigns, hereby releases and waives any and all claims, demands, suits, proceedings, judgments, losses, liabilities, damages, costs and expenses of every kind and nature (including, but not limited to, reasonable attorneys' fees and litigation costs) against Grantor and its parents, subsidiaries and affiliated entities, and the officers, directors, and employees of each, and their respective successors and assigns, from and against any claim, action, cost, damage, or loss related to the condition of the property or the presence or release of any hazardous substance, petroleum product and by-product thereof (including crude oil or any fraction thereof), or solid waste in, on, under, or migrating from or to the property, under any and all environmental, health and safety laws, including, without limitation, common law, the comprehensive environmental, response, compensation

and liability act of 1980, as amended, and the resource conservation and recovery act, as amended.

IN WITNESS WHEREOF, POLLY PROPERTIES, LLC and MAMOO MANAGEMENT, LLC, have caused this instrument to be executed by its duly authorized representative on this 4th day of January, 2021.

POLLY PROPERTIES, LLC

BY: Lisa G. Caldwell President

Lisa G. Caldwell, President

STATE OF TEXAS)
)
COUNTY OF BEXAR)

Personally appeared before me, a Notary Public in and for said County and State, the within named Lisa G. Caldwell, with whom I am personally acquainted and who upon oath acknowledged herself to be President of POLLY PROPERTIES, LLC, and that she as such officer or agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said POLLY PROPERTIES, LLC, by herself as such President.

Witness my hand and official seal at San Antonio, Texas, this 4th day of January, 2021.

Notary Public

My Commission Expires:
4.29.2023

CHRISTINA M HERNANDEZ
My Notary ID # 124543814
Expires April 29, 2023

MAMOO MANAGEMENT, LLC

BY: Lisa G. Caldwell President
Lisa G. Caldwell, President

STATE OF TEXAS)
)
COUNTY OF BEXAR)

Personally appeared before me, a Notary Public in and for said County and State, the within named Lisa G. Caldwell, with whom I am personally acquainted and who upon oath acknowledged herself to be President of MAMOO MANAGEMENT, LLC, and that she as such officer or agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said MAMOO MANAGEMENT, LLC, by herself as such President.

Witness my hand and official seal at San Antonio, Texas, this 4th day of January, 2021.

Notary Public

My Commission Expires:
4.29.2023

CHRISTINA M HERNANDEZ
My Notary ID # 124543814
Expires April 29, 2023

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1: **Map 133/6, Parcel 214**
3701 Nolensville Road, Nashville, Tennessee

Land situated in the 26th Council District of Davidson County, Tennessee, being a portion of John R. Ozier 121.97 acres tract, and being designated a part of Tract B, and described according to a survey made by James L. Murphy, Jr., & Company, dated November 2, 1965, not of record, and being more particularly described as follows:

Commencing at the approximate centerline intersection of Allied Drive and Nolensville Pike, at approximate Tennessee state plane coordinate of, N:642,409.88, E:1,750,556.81, thence in a Southwesterly direction 63.9+/- feet to a Mag-Spike set at the easterly most end of the radius return along Nolensville Road, and being the point beginning of herein described land;

thence, South 22°22'44" East, a distance of 110.06 feet to a Mag-Spike set, near the end of a wall, at the northeast corner of Hyun Mo Shin property of record in deed book 10037, page 662, in the Register's Office of Davidson County, TN., (R.O.D.C., TN.),

thence with Shin northwesterly line, South 67°37'16" West, a distance of 150.09 feet to a 5/8" iron rod found, set by Daniels, RLS # 1489 on the easterly line of Mike Dobbs Property of record in Instrument number 20050804-0091552, R.O.D.C., TN. and in Instrument number 20031204-0174737, R.O.D.C., TN.;

thence with Dobbs northeasterly line, North 22°01'52" West, a distance of 135.36 feet to a 1/2" iron rod found, having a yellow cap on the southerly margin of Allied Drive;

thence with said margin, North 67°45'33" East, a distance of 124.32 feet to a mag-spike set on at the westerly end of the radius return;

thence with the radius return, with a curve turning to the right with an arc length of 39.21 feet, with a radius of 25.00 feet, with a chord bearing of South 67°18'35" East, with a chord length of 35.31 feet to the point of beginning of herein described land, having an area of 20099.72 square feet or 0.46 acres more or less;

This description was prepared by Steven C. Matthews, Tennessee Registered Land Surveyor Number 2352, on December 28, 2020, and is based on survey work conducted by Dale and Associates on September 2, 2020, and last field work was update on December 23, 2020, under project number 20066;

Being the same property conveyed by Quitclaim deed to Polly Properties, LLC, a Tennessee limited liability company from SunTrust Bank, Trustee of the trust under Will of Pauline S. Parman dated March 4, 2008, of record in Instrument number 20080404-0034180, R.O.D.C., TN;

Being the same property an undivided one-half of which was conveyed by Quitclaim deed to Mamoo Management, LLC, a Texas limited liability company from Polly Properties, LLC, a Tennessee limited liability company, dated January 4, 2021, of record in Instrument number 20210108-0003686, R.O.D.C., TN;

This is improved property known as 3701 Nolensville Road, Nashville, Tennessee. This property is sometimes also referred to as 3701 Allied Drive, Nashville, Tennessee.

EXHIBIT B
PERMITTED EXCEPTIONS

This conveyance is made subject to the following:

1) Any state and county real property taxes;

2) An easement for sanitary sewers granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 3857, page 582, said Register's Office;

3) Restrictions contained in the deed from John Ozier and wife to W. P. Sanford of record in Book 3706, page 247, said Register's Office; and

4) Right of Tenant under recorded or unrecorded leases.