Karen Johnson Davidson County
Batch# 785904 DEEDWARRSP
01/10/2022 12:05:30 PM 7 pgs
Fees: $38.00 Taxes: $62,900.00
20220110-0002702

This instrument prepared by and after recording return to:

Miranda Christy
Dodson Parker Behm & Capparella, PC
1310 Sixth Ave. N.
Nashville, TN 37208

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
ECG Richland Creek, LP 118 16th Ave. South, Suite 200 Nashville, Tennessee 37203	Same	091-14-0-109.00 091-15-0-007.00 091-15-0-006.00

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, **MELROSE COMPANY**, a Tennessee joint venture (hereinafter referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **ECG RICHLAND CREEK, LP**, a Tennessee limited partnership (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, buildings, structures, fixtures, 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").

The Property is improved property known as 5330, 5324, and 5320 Charlotte Pike, Nashville, Tennessee.

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 23rd day of December, 2021.

GRANTOR:

MELROSE COMPANY,
a Tennessee joint venture

By: _____
Name: Joan K. Raskin
Its: Co-Trustee

By: _____
Name: John W. Campbell, Jr.
Its: Co-Trustee

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Joan K. Raskin, the Co-Trustee of Melrose Company, a Tennessee joint venture, 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 or she as Co-Trustee executed the foregoing instrument for the purposes therein expressed and contained, by signing the name Joan K. Raskin, as such Co-Trustee.

Witness my hand and official seal this 23rd day of December, 2021.

My Commission Expires:

_____

_____
Notary Public

JESSICA WILLIAMS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV. 8, 2022

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, John W. Campbell, Jr., the Co-Trustee of Melrose Company, a Tennessee joint venture, 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 or she as Co-Trustee executed the foregoing instrument for the purposes therein expressed and contained, by signing the name John W. Campbell, Jr., as such Co-Trustee.

Witness my hand and official seal this 23rd day of December, 2021.

My Commission Expires:

_____

_____
Notary Public

JESSICA WILLIAMS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV. 8, 2022

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 $17,000,000.00 which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 29 day of December, 2021.

NOTARY PUBLIC

My Commission Expires: _____

CONNIE CANTRELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires
July 9, 2022

Exhibit "A"

Legal Description of Property

TRACT 1 (FEE)

Land in the 24th Civil District of Davidson County, Tennessee and being further described as follows:

BEGINNING at the intersection of the north right of way of Charlotte Pike with the west right of way of Morrow Road; thence with said north right of way of Charlotte Pike on a curve to the right having a central angle of 3 deg. 02 min. 30 sec. and a radius of 3,413.96 feet, a distance of 181.24 feet to the south¬east corner of a parcel owned by Esso Standard Oil Company; thence with Esso's east line North 9 deg. 06 min. West 85.0 feet; thence with Esso's north line, South 69 deg. 45 min. West 150.0 feet; thence with Esso's west line, South 9 deg. 06 min. East 85.0 feet to a point in the north right of way of Charlotte Pike; thence with said north right of way South 69 deg. 45 min. west 357.6 feet to a point in the centerline of Richland Creek, this point being the southeast corner of a subdivision known as Ford Leasing Development Company, of record in Book 3842, page 119; thence with the centerline of Richland Creek and the east line of said subdivision, as follows: North 00 deg. 28 man. West 467.5 feet; north 11 deg. 17 min. east 48.15 feet; north 24 deg. 22 min. east 93.03 feet to a point in the south right of way of Interstate Highway 40; thence with said south right of way north 67 deg. 22 min. east 60.00 feet and north 74 deg. 57 min. east 490.2 feet to the west right of way of Morrow Road; thence with said west right of way, south 8 deg. 03 min. east 511.97 feet to the point of beginning, containing 329.956 square feet, or 7.6 acres, more or less.

INCLUDED IN THE ABOVE BUT EXCLUDED THEREFROM IS THAT PORTION THEREOF DESCRIBED IN THE AGREED ORDER OF POSSESSION AND AGREED FINAL ORDER OF RECORD in Book 9013, page 419 and Book 9539, page 651, REGISTER'S OFFICE FOR Davidson COUNTY, TENNESSEE.

Being a portion of the property conveyed to EDWIN B. RASKIN, TRUSTEE, as to improvements, AND THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE, as to land only, by deed from COU, INC., A TENNESSEE CORPORATION, of record in Book 4833, page 243, dated July 10, 1974, said Register's Office.

THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE, having conveyed to THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE UNDER THE WILL OF W.C. BILBRO AND COMMERCE UNION BANK, SUCCESSOR TRUSTEE UNDER THE WILL OF JOSEPH M. WARREN, by Quitclaim Deed of record in Book 7058, page 119, dated December 1, 1986, said Register's Office.

THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE UNDER THE WILL OF W.C. BILBRO AND COMMERCE UNION BANK, SUCCESSOR TRUSTEE UNDER THE WILL OF JOSEPH M. WARREN, having conveyed its interest to EDWIN B. RASKIN, TRUSTEE, by deed of record in Book 7058, page 122, dated December 1, 1986, said Register's Office.

TRACT 2 (FEE)

Land in the 24th Civil District of Davidson County, Tennessee and being further described as follows:

Parcel A:

Beginning at a hole drilled in concrete on the North right-of-way of Charlotte Pike 181.4 feet West of the West margin of Morrow Road; thence continuing with the said right-of-way S 73° 09' 17" W, 150.00 feet to a railroad spike; thence N 5° 41' 43" W, 85.00 feet to a railroad spike set; thence N 73° 09' 17" E, 150.00 feet to a railroad spike set; thence S 5° 41' 43" E, 85.00 feet to the beginning, containing 0.2872 acres more or less.

Parcel B

Beginning at a railroad spike set at the Northwest corner of Tract A; thence N 5° 41' 43" W, 157.00 fee to a railroad spike set; thence N 73° 09' 17" E, 150.00 feet to a railroad spike set; thence S 5°41' 43" E, 157.00 feet to a railroad spike set at the Northeast corner of Tract A; thence with the North line of Tract A, S 73° 09' 17" W, 150.00 feet to the beginning; containing 0.8094 acres, more or less.

INCLUDED IN THE ABOVE BUT EXCLUDED THEREFROM IS THAT PORTION THEREOF DESCRIBED IN THE AGREED ORDER OF POSSESSION AND AGREED FINAL ORDER OF RECORD in Book 9013, page 404 and Book 9539, page 619, REGISTER'S OFFICE FOR Davidson COUNTY, TENNESSEE.

Being a portion of the same property conveyed to EDWIN B. RASKIN, TRUSTEE, by deed from NORMAN S. HANDLER, of record in Book 7442, page 278, , dated January 4, 1988, said Register's Office.

TRACT 3 (LEASEHOLD)

Land in the 24th Civil District of Davidson County, Tennessee, located on the northwest corner of Charlotte Road and Morrow Road, and more particularly described as follows:

Beginning at a drill hole at the point of intersection of the north right-of-way of Charlotte Pike (66 feet wide) and the west right of way line of Morrow Road (60 feet wide); thence with the north right of way line of Charlotte Pike, South 68 degrees 13 minutes 26 seconds West, 181.27 feet to a drill hole; thence leaving Charlotte Pike, North 09 degrees 04 minutes 46 seconds West 184.42 feet tot a found railroad spike, thence North 68 degrees 27 minutes 10 seconds East, 184.51 feet to a found railroad spike in the west right of way line of Morrow Road; thence with Morrow Road, South 08 degrees 03 minutes East, 184.44 feet to the point of beginning, containing 0.7542 acres according to a survey performed May 24, 1990 by Epsay, Huston & Associates, Inc., with office in Nashville Tennessee, and under seal dated November 14, 1990. This survey was under supervision of Michael Patty, TN LS. No. 781.

Being part of the same property conveyed to GORDON R. WOMACK AND WIFE, AILEEN WOMACK, by deeds of record in Book 1166, page 200, Book 2138, page 415 and Book 3256, page 497, said Register's Office. AILEEN WOMACK has since died leaving GORDON R. WOMACK as the surviving tenant by the entirety. GORDON R. WOMACK died testate devising said property to FIRST AMERICAN NATIONAL BANK OF NASHVILLE AS TRUSTEE OF THE TESTAMENTARY TRUST U/W OF GORDON R. WOMACK of record in Docket No. 66817 in the Seventh Circuit Court for Davidson County, Tennessee, Probate Division, being subsequently leased to EDWIN B. RASKIN, TRUSTEE FOR MELROSE COMPANY by Memorandum of Lease of record in Instrument No. 20110527-0040678, said Register's Office.

INCLUDED in the above description but specifically excluded therefrom is the severed improvement conveyed in the deed of record in Instrument No. 20050609-0066286, said Register's Office.

Exhibit "B"

Permitted Exceptions

1. Taxes for the year 2021 and subsequent years, a lien not yet due and payable.

2. Easements for storm sewers of record in Book 1682, page 436, Book 1711, page 448, Book 1711, page 458, Book 1711, page 464 and Book 1711, page 478, said Register's Office.

3. Lack of direct access to and from controlled access highway as evidenced by Book 3429, page 597, said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 8323, page 427, said Register's Office.

5. Easement(s) of record in Book 9013, page 404, Book 9013, page 419, Book 9539, page 651 and Book 9539, page 619, said Register's Office.

6. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Edwin B. Raskin, Trustee to Outdoor Systems Advertising, of record in Instrument No. 19991208-0301145, said Register's Office.

7. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Edwin B. Raskin, Trustee to Viacom Outdoor, of record in Instrument No. 20021029-0132422, said Register's Office.

8. Terms, conditions and easement(s) contained in Consent Judgment and Final Decree of record in Instrument No. 20070504-0053645, said Register's Office.

9. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Regions Bank, successor in interest to AmSouth Bank (formerly First American Trust Company, N.A., successor in trust to First American National Bank of Nashville), trustee under the will of Gordon R. Womack to Edwin B. Raskin, Trustee for Melrose Company, of record in Instrument No. 20110527-0040678, said Register's Office.

10. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Edwin B. Raskin, Trustee for Melrose Company to Burger King Corporation, of record in Instrument No. 20110527-0040679, said Register's Office.

11. Easement Agreement of record in Instrument No. 20110527-0040680, said Register's Office.

Certificate of Authenticity

I, Melissa Foster, do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on December 23, 2021.

December 23, 2021

Date

Affiant Signature

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 23rd day of December, 2021.

Notary's Signature

My Commission Expires: 10/2/2023

Date

MELISSA ANN FOSTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 2023