Karen Johnson Davidson County
Batch# 911260 DEEDWARRSP
09/01/2022 09:53:52 AM 7 pgs
Fees: $38.00 Taxes: $11,100.00
20220901-0098571

This Instrument Was Prepared By:
Jack F. King, Jr.
Butler Snow LLP
150 3rd Avenue South, Suite 1600
Nashville, TN 37201

Address New Owner(s):	**Send Tax Bills to:**	**Map and Parcel No.:**
Spiva/Hill Management and Investment, LLC 4121 Hillsboro Rd., Suite 302 Nashville, TN 37215	New Owner	131-02-0-036.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, GHP FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership, as to a 16.66% undivided interest, HILLSBORO ROAD PROPERTIES FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership, as to a 16.67% undivided interest, and GREEN HILLS FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership, as to a 16.67% undivided interest, (the "Grantors"), have this day bargained and sold, and do hereby transfer and convey to SPIVA/HILL MANAGEMENT AND INVESTMENT, LLC, a Tennessee limited liability company, (the "Grantee"), its successors, heirs and assigns, all of their interest, (being collectively a fifty percent (50%) undivided interest), ~~in~~ certain land in Davidson County, Tennessee described on Exhibit A attached hereto.

This is improved property known as 4117 Hillsboro Pike, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantors covenant with said Grantee that Grantors are lawfully seized and possessed of said land in fee simple subject to those matters set forth on Exhibit B attached hereto and have a good right to convey it. Except for those matters set forth on Exhibit B, Grantors further covenant and bind itself, its successors and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

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

[signatures on following pages]

IN WITNESS WHEREOF, Grantors have executed this instrument on this 18th day of August, 2022.

GREEN HILLS FAMILY LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: Vivian Brown
Name: Vivian Brown
Title: General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, JACK F. KING JR, a Notary Public in and for said County and State, the within named VIVIAN BROWN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged herself to be a general partner of GREEN HILLS FAMILY LIMITED PARTNERSHIP, the within named bargainor, a limited partnership, and that she as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as general partner.

WITNESS my hand and official seal at office, this 18th day of August, 2022.

Notary Public
My commission expires: March 6, 2024

JACK F. KING, JR. NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Comm. Expires March 6, 2024

IN WITNESS WHEREOF, Grantors have executed this instrument on this 18 day of August, 2022.

GHP FAMILY LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: Al Smith
Name: Al Smith
Title: General Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Jack F. King JR, a Notary Public in and for said County and State, the within named AL SMITH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a general partner of GHP FAMILY LIMITED PARTNERSHIP, the within named bargainor, a limited partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as general partner.

WITNESS my hand and official seal at office, this 10th day of August, 2022.

Notary Public
My commission expires: March 6, 2024

JACK F. KING, JR. NOTARY PUBLIC STATE OF TENNESSEE My Comm. Expires March 6, 2024 DAVIDSON COUNTY

IN WITNESS WHEREOF, Grantors have executed this instrument on this 18th day of August, 2022.

HILLSBORO ROAD PROPERTIES FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership

By: Robert D Smith
Name: Robert D. Smith
Title: General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, JACK F. KING JR, a Notary Public in and for said County and State, the within named ROBERT D. SMITH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a general partner of HILLSBORO ROAD PROPERTIES FAMILY LIMITED PARTNERSHIP, the within named bargainor, a limited partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as general partner.

WITNESS my hand and official seal at office, this 18th day of August, 2022.

JACK F. KING, JR. STATE OF TENNESSEE NOTARY PUBLIC My Comm. Expires March 6, 2024 DAVIDSON COUNTY

Notary Public
My commission expires: March 6, 2024

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $3,000,000.00

Affiant

Sworn to and subscribed before me, this 31st day of August, 2022.

Notary Public

My Commission Expires: 11/3/25

SAVANNAH KATELYN SUITERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-03-2025

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being a tract marked "Draughon" and Lot No. 13 in Block "A" in the Hillsboro-Hobbs Road Subdivision, not of record, described together according to a survey made by J. R. Scott, Surveyor, December 5, 1939, as follows:

Beginning at a point in the westerly margin of Hillsboro Road 190 feet northerly from the northerly margin of Hobbs Road; running thence North 55° 30' West 200 feet to a stake; thence North 39° East 60 feet to a stake; thence South 55° 30' East 50 feet; thence northeast 50 feet to a point; thence southeast 150 feet to westerly margin of Hillsboro Road; thence with the same South 38° West 110 feet to the beginning.

Together with a non-exclusive easement of ingress and egress as more fully set out in agreement between R.H. Cottrell, Jr. and wife, Janie Naron Draughon, of record in Book 3033, page 612, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to GHP Family Limited Partnership as to a 16.66% undivided interest by virtue of deed in Instrument No. 201412160114822, to Hillsboro Road Properties Family Limited Partnership as to a 16.67% undivided interest by virtue of deed in Instrument No. 201412160114823, and to Green Hills Family Limited Partnership as to a 16.67% undivided interest by virtue of deed in Instrument No. 201412160114824, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for 2022, a lien not yet due and payable.

2. All matters shown on plat(s) of record in Book 1130, Page 80, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Easement for Water Line, by and between J. V. Draughon and E. H. Webb, of record in Book 1081, Page 516, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Easement of Ingress and Egress, by and between R. H. Cottrell, Jr., Genola V. Cottrell and Janie Naron Draughon, of record in Book 3033, Page 612, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Lease Agreement, by and between Janie Naron Draughon, Margaret Draughon Palmer, Dorothy Draughon Smith and George N. Spiva, and Vianda Hale Hill, of record in Book 6728, Page 269, in the Register's Office of Davidson County, Tennessee.

6. Assignment of Lease of record in Book 6866, Page 869 and Book 7290, Page 796, in the Register's Office of Davidson County, Tennessee.

7. Cross Easement Agreement of record in Book 7110, Page 940, in the Register's Office of Davidson County, Tennessee.

8. Grant of Overhead Line Easement of record in Book 7245, Page 136 and Book 7245, Page 137, in the Register's Office of Davidson County, Tennessee.

9. Deed of Conveyance of record in Book 7893, page 329, in the Register's Office of Davidson County, Tennessee.

10. Successor Trustee's Assignment of Leasehold Interest of record in Book 11350, Page 233, in the Register's Office of Davidson County, Tennessee.

11. Certificate of Merger of record in Book 11571, page 749, in the Register's Office of Davidson County, Tennessee.

12. Terms and provisions of Grant of Overhead Line Easement, by and between Spiva/Hill Mgmt. & Investment, LLC and Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 201903210025653, in the Register's Office of Davidson County, Tennessee.