Karen Johnson Davidson County
Batch# 972015 DEEDWARRSP
02/17/2023 03:20:30 PM 6 pgs
Fees: $33.00 Taxes: $129,500.00
20230217-0011832

# SPECIAL WARRANTY DEED

TIFPHANY WILSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-09-2026

STATE OF TENNESSEE
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $35,000,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17 DAY OF February, 2023.

Notary Public

MY COMMISSION EXPIRES: 5/9/26
(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**
Matthew Noggle, Attorney at Law, 4235 Hillsboro Pike, Suite 300, Nashville, TN 37215

File No.: 2022-GTE-370

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NO.(S) |
|---|---|---|
| Millwood Owner LLC, Millwood TIC II Owner LLC, Millwood TIC III Owner LLC, Millwood TIC IV Owner LLC, Millwood TIC V Owner LLC, Millwood TIC VI Owner LLC, Millwood TIC VII Owner LLC, Millwood TIC VIII Owner LLC, Millwood TIC IX Owner LLC, and Millwood TIC X Owner, LLC | Same as Owner | 106-00-0-130.00 |
| (NAME) 2672 S. Filmore St. | (NAME) | |
| (ADDRESS) Salt Lake City, UT 84106 | (ADDRESS) | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Brittany Hall Apartments, L.L.C., a Georgia limited liability company** (the "**Grantor**"), has bargained and sold, and by these presents does hereby transfer, grant and convey to:

(i) **Millwood Owner LLC, a Delaware limited liability company, as to a seven and forty-eight one hundredths percent (7.48%) undivided interst, as tenant in commmon;**

(ii) **Millwood TIC II Owner LLC, a Delaware limited liability company, as to a one and sixty-two one hundredths percent (1.62%) undivided interst, as tenant in commmon;**

(iii) **Millwood TIC III Owner LLC, a Delaware limited liability company, as to a one and fifty-seven one hundredths percent (1.57%) undivided interst, as tenant in commmon;**

(iv) **Millwood TIC IV Owner LLC, a Delaware limited liability company, as to a one and eighty-five one hundredths percent (1.85%) undivided interst, as tenant in commmon;**

(v) **Millwood TIC V Owner LLC, a Delaware limited liability company, as to a sixteen and twenty one hundredths percent (16.20%) undivided interst, as tenant in commmon;**

(vi) **Millwood TIC VI Owner LLC, a Delaware limited liability company, as to a one and forty one hundredths percent (1.40%) undivided interst, as tenant in commmon;**

(vii) **Millwood TIC VII Owner LLC, a Delaware limited liability company, as to a sixteen and forty-four one hundredths percent (16.44%) undivided interst, as tenant in commmon;**

(viii) **Millwood TIC VIII Owner LLC, a Delaware limited liability company, as to a thirty-five and twenty-five one hundredths percent (35.25%) undivided interst, as tenant in commmon;**

(ix) **Millwood TIC IX Owner LLC, a Delaware limited liability company, as to a sixteen and eighty one hundredths percent (16.80%) undivided interst, as tenant in commmon;**

(x) **and Millwood TIC X Owner, LLC, a Delaware limited liability company, as to a one and thirty-nine one hundredths percent (1.39%) undivided interst, as tenant in commmon**

(collectively, the "**Grantees**"), their successors and assigns, that certain parcel of land in Davidson County, State of Tennessee, described on Exhibit "A" attached hereto and incorporated herein (the "**Property**"),

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following exceptions set forth on Exhibit "B" attached hereto and incorporated herein (the "**Permitted Exceptions**"):

This is improved property located at 205 Millwood Drive, Nashville, TN 37217.

**TO HAVE AND TO HOLD** the Property with all the appurtenances, estate, title and interest thereunto belonging or in any wise appertaining unto the Grantees, their successors and assigns, in fee simple forever.

Grantor covenants with Grantees that Grantor is lawfully seized and possessed of the Property in fee simple and has a good right to convey the Property. Grantor further covenants with Grantees that the Property is free from all encumbrances, except for the Permitted Exceptions. Grantor further covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to Grantees, their successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed effective as of the 17th day of February, 2023.

**GRANTOR:**

**Brittany Hall Apartments, L.L.C.,**
a Georgia Limited Liability Company

By: _____
Andrew Alexander, Manager

STATE OF Georgia )

COUNTY OF DeKalb )

Before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Andrew Alexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and acknowledged that he is Manager of Brittany Hall Apartments, L.L.C., a Georgia limited liability company, the within named Grantor, and that he being duly authorized, executed the foregoing instrument for the purposes therein contained in his capacity as Manager of the company.

WITNESS my hand, at office, this 16th day of February, 2023.

Steve C. Alexander
Notary Public

My Commission Expires: 3/23/23

STEVE C ALEXANDER
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
MARCH 23, 2023

"Exhibit A"

DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Lot No. 3, on the Plan of Millwood, Section 1, as of record in Plat Book 4460, Page 84, Register's Office, Davidson County, Tennessee, as shown on the Boundary and as Built Survey for Brittany Hall Apartments, dated July 19, 1996, by A&A Engineers, Inc., Nashville, Tennessee, Howard W. Anderson, Surveyor, Tenn. R.L.S. No. 527, and more particularly described as follows:

Commencing at a point at the intersection of the centerline of Mill Creek and the eastern right-of-way of Murfreesboro Road; thence North 49 degrees 00 minutes West 91.85 feet to a point; thence South 41 degrees 00 minutes West 10.00 feet to a point; thence North 49 degrees 00 minutes West 114.00 feet to a point, the beginning of a curve to the right; thence with said curve, having a radius of 25.0 feet, an interior angle of 90 degrees 00 minutes, a distance of 39.27 feet to a point in the southerly right-of-way of Millwood Drive; thence along said right-of-way North 41 degrees 00 minutes East 198.0 feet to a point, the beginning of a curve to the left; thence with said curve, having a radius of 260.00 feet, an interior angle of 57 degrees 00 minutes, a distance of 258.66 feet to a point, the point of beginning; thence North 16 degrees 00 minutes West 177.93 feet to a point; thence North 37 degrees 32 minutes 13 seconds East 986.98 feet to an iron pin; thence North 84 degrees 06 minutes 34 seconds East 435.51 feet to a point in the center of Mill Creek; thence with the center of said Creek, South 30 degrees 38 minutes 11 seconds East 180.00 feet to a point; thence South 6 degrees 18 minutes 17 seconds East 119.26 feet to a point; thence South 4 degrees 25 minutes 58 seconds West 120.35 feet to a point; thence South 35 degrees 27 minutes 32 seconds West 162.45 feet to a point; thence South 52 degrees 39 minutes 45 seconds West 870.54 feet to a point; thence leaving center of Mill Creek North 71 degrees 49 minutes 25 seconds West 239.29 feet to point; thence South 74 degrees 00 minutes West 70.00 feet to the point of beginning, said tract containing 15.00 acres, more or less.

Being the same property conveyed to Brittany Hall Apartments, L.L.C., a Georgia limited liability company, by Warranty Deed from Professional Investors, Ltd., a Tennessee limited partnership, of record in Book 10192, Page 612, in the Register's Office for Davidson County, Tennessee, dated September 13, 1996, and recorded on September 16, 1996.

"EXHIBIT B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2023 and subsequent years, a lien not yet due and payable.

2. Restrictions, dedications, conditions, reservations, easements, and other matters shown on the Plan of Millwood, Section 1, as recorded in Plat Book 4460, Page 84, Register's Office, Davidson County, Tennessee.

3. Easement for Sanitary Sewer, granted to the City of Nashville, recorded in Book 3531, Page 588.

4. Grant of Easement, in favor of Comcast of Nashville I, LLC, as set forth in instrument recorded in Instrument No. 20130517-0050157.

5. Rights of tenants in possession as of the date hereof, as tenants only, under unrecorded residential leases.

6. Terms and provisions of that certain unrecorded lease as evidenced by Memorandum of Lease from Brittany Hall Apartments, LLC, a Georgia Limited Liability Company to Web Service Company, Inc., of record in Instrument No. 200301310013627, in the Register's Office of Davidson County, Tennessee.

**TRUE COPY CERTIFICATION**

I, Matthew G. Noggle, do hereby make oath that I am a licensed attorney and/or 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 on February 17, 2023.

Signature

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

On this 17th day of February 2023, personally appeared before me, a notary public for the State aforesaid, Matthew G. Noggle, personally known by me or proven on the basis of satisfactory evidence, who acknowledged that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

My Commission Expires: 5/9/26

TIFFHANY WILSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-09-2026