Karen Johnson Davidson County
Batch# 1075655 DEEDWARR
11/28/2023 10:39:30 AM 7 pgs
Fees: $38.00 Taxes: $24,790.00
20231128-0091773

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
CHAMBLISS, BAHNER & STOPHEL, P.C.
Suite 1700, Liberty Tower
605 Chestnut Street
Chattanooga, Tennessee 37450
Attention: Martha Culp Millener

ADDRESS OF NEW OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL
Martin Realty of Montgomery County, LLC 1048 Ashley St., Ste. 401 Bowling Green, KY 42103	Martin Realty of Montgomery County, LLC 1048 Ashley St., Ste. 401 Bowling Green, KY 42103	163-00-0-229.00

LIMITED WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of $1.00, and other good and valuable consideration not herein mentioned, the receipt and sufficiency of which are hereby acknowledged, DRAKE NASHVILLE, LLC, a Tennessee limited liability company ("Grantor"), does hereby sell, transfer and convey unto MARTIN REALTY OF MONTGOMERY COUNTY, LLC, an Ohio limited liability company ("Grantee"), and its successors and assigns, all of Grantor's right, title and interest in the certain tract or parcel of real property located in Davidson County, Tennessee and being more particularly described in Exhibit "A" which is attached to this Limited Warranty Deed and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever in fee simple. Grantor does covenant that they are lawfully seized and possessed of the Property, have full power and legal authority to convey the Property, and the title to the Property is free, clear and unencumbered, except for all matters of record.

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

[signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed this 10th day of November, 2023.

DRAKE NASHVILLE, LLC, a Tennessee limited liability company

By: _____
Willa Kalaidjian, Chief Legal Officer and General Counsel

STATE OF TENNESSEE :
:
COUNTY HAMILTON :

Before me, a Notary Public of the state and county mentioned, personally appeared Willa Kalaidjian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chief Legal Officer and General Counsel for DRAKE NASHVILLE, LLC, the within named bargainor, a Tennessee limited liability company, and that such person as such Chief Legal Officer and General Counsel of the limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by such person as such Chief Legal Officer and General Counsel.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this 10th day of November, 2023.

_____
Notary Public

My Commission Expires: My commission expires October 28, 2024

MARTHA MILLENER
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

13567_05/23001/RLS-4860-7273-3327_1

STATE OF TENNESSEE :
:
COUNTY Davidson :

I hereby swear and affirm that the actual consideration for this transfer is $6,700,000.00.



AFFIANT-GRANTEE:

MARTIN REALTY OF MONTGOMERY COUNTY, LLC, an Ohio limited liability company

By: _____
Name: Charles Martin
Title: Member

Sworn to and subscribed before me this the 21st day of November, 2023.

Emily L. Broussard

Notary Public

My Commission Expires: January 6, 2025

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EXHIBIT "A"

BEING ALL OF A TRACT OF LAND LOCATED IN THE THIRTY-SECOND COUNCILMANIC DISTRICT, URBAN SERVICES DISTRICT, CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE. SAID TRACT OF LAND LYING AT THE NORTHWEST CORNER OF THE INTERSECTION OF HICKORY HOLLOW PARKWAY AND MT. VIEW ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 2 AS SHOWN ON THE FINAL PLAT ENTITLED "RESUBDIVISION LOT L FIRST REVISION, SECTION THIRTEEN HICKORY HOLLOW MALL" OF RECORD IN PLAT BOOK 8250, PAGE 849, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING ALL OF THE SAME PROPERTY CONVEYED TO DRAKE NASHVILLE, LLC BY DEED OF RECORD IN INSTRUMENT NO. 20140422-0033357, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE MADE SUBJECT TO THE FOLLOWING:

1. Taxes for the year 2023, a lien and now due and payable.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an accurate and complete land survey of the Property.

3. Storm Water Detention Agreement to Metropolitan Government of Nashville and Davidson County, of record in Book 7547, page 619, Register's Office for Davidson County, Tennessee.

4. Easement(s) to Gulf Interstate Gas Company, as set forth in instrument recorded in Book 2203, Page 577; as modified in Book 2875, Page 299 and Book 5118, Page 792, said Register's Office; together with Memorandum of Agreement between Columbia Gulf Transmission Company and Randall's International, Inc., recorded in Book 7886, Page 594, Register's Office for Davidson County, Tennessee.

5. Easement(s) to Pipeline Company, as set forth in instrument recorded in Book 2203, Page 565; as modified in Book 2875, Page 299, Register's Office for Davidson County, Tennessee.

6. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in Declaration of Protective Covenants for Hickory Hollow, recorded in Book 5125, Page 769 as amended by Amendment to Declaration of Protective Covenants in Book 5189, Page 947; Second Amendment to Declaration of Protective Covenants in Book 5337, Page 933; Restated and Amended Declaration of Protective Covenants recorded in Book 5441, Page 968, as amended by Amendment to Restated and Amended Declaration of Protective Covenants recorded in Book 5792, Page 491; Second Amendment recorded in Book 5951, Page 26; Third Amendment to recorded in Book 6011, Page 163; Fourth Amendment recorded in Book 6095, Page 948,

Register's Office for Davidson County, Tennessee., and in any allied instrument(s) referred to in said restrictions.

7. ALL matters shown on Plat recorded in Book 8250, Page 849, Register's Office for Davidson County, Tennessee.

8. Easement Agreement recorded in Book 11115, Page 401, Register's Office for Davidson County, Tennessee.

9. Reciprocal Easement Agreement recorded in Book 11115, Page 393, Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Marc Israel, do hereby make oath that I am a licensed attorney and/or 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 November 22, 2023

.

Affiant Signature

11/22/23

Date

State of New York
County of New York

Sworn to and subscribed before me this 22 day of November, 2023

Notary Signature

My commission expires: _____

ALON STEINER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6319333
Qualified in Rockland County
Commission Expires February 17, 2027