Karen Johnson Davidson County
Batch# 1162915 DEEDWARRSP
07/26/2024 02:42:30 PM 7 pgs
Fees: $38.00 Taxes: $14,800.00
20240726-0056784

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Green Hills Commons, LLC 2200 Abbott Martin Road Nashville, Tennessee 37203	Map/Parcel Nos. 117-10-0-134.00	Green Hills Commons, LLC 2200 Abbott Martin Road Nashville, Tennessee 37203
This instrument prepared by: Michael B. Noble, Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203		

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 consideration, the receipt and sufficiency of all of which are hereby acknowledged, BAKERSOUTH, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to GREEN HILLS COMMONS, LLC, a Tennessee limited liability company (the "Grantee"), and Grantee's successors and assigns, the real property described as "Tract No. 1 (Fee Parcel)" on **Exhibit A-1**, which is attached hereto and incorporated herein by reference (the "Property"), together with all of Grantor's right, title and interest in and to the real property described as "Tract No. 2 (Parking Easement Parcel)" on **Exhibit A-2**.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject only to the matters described on **Exhibit B**, attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

This is unimproved property located at 2300 Crestmoor Road, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to Grantee, and Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, and its successors and assigns, that Grantor has the right to convey the Property and the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to Grantee, and Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $4,000,000.00.

Affiant

Subscribed and sworn to before me this 26th day of July, 2024.

KATHERINE W EIDSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV. 6, 2024

Notary Public
My Commission Expires: 11/6/2024

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective this 24 day of July, 2024.

GRANTOR:

BAKERSOUTH, LLC

By: _____
L.A. Green, III, its Authorized Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Stacy Smart, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared L.A. Green, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Authorized Member of BAKERSOUTH, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Authorized Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Authorized Member.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 25th day of July, 2024.

Stacy Smart
Notary Public

STACY SMART
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON

My Commission Expires:
NOV 17 2026

EXHIBIT A-1

DESCRIPTION OF PROPERTY

A tract of land in the 25th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee being part of Lot #9 and Lot #10 shown on the Final Plat of Hillsboro Views Development Company's Subdivision, Block B, Recorded in Plat Book 974, Page 64, Register's Office for Davidson County (R.O.D.C.) and formerly a part of right-of-way dedication shown on the Final Plat of Green Hills Village Drive, Right-of-Way Dedication, Recorded in Plat Book 4350, page 31, R.O.D.C. as amended by Instrument to Amend Final Subdivision Plat, of record as Instrument No. 201305100047599, R.O.D.C. and being more particularly described as follows:

Beginning at an iron rod (new) on the southerly side of the southwesterly return curve for Green Hills Village Drive (a 50-foot wide right-of-way) and Crestmoor Road (a 60-foot wide right-of-way) and proceeding as follows:

From the Point of Beginning and with the westerly right-of-way margin of Green Hills Village Drive, South 07°54'37" West, a distance of 154.34 feet to an iron rod (new);

Thence, along or near the northerly property line of Green Hills Mall TRG, LLC, Recorded by Instrument #20111229-0101687, R.O.D.C., Tennessee, and Green Hills Commons, LLC, in part, Recorded in Deed Book 10216, Page 69, R.O.D.C., Tennessee, North 83°06'45" West, a distance of 99.70 feet to an iron rod (new);

Thence, leaving said Green Hills Commons and severing Lot #10 of said Hillsboro Views, making a new line, North 07°45'57" East, a distance of 180.44 feet to an iron rod (new) on the southerly right-of-way margin of Crestmoor Road;

Thence, with said right-of-way margin, South 82°34'37" East, a distance of 75.11 feet to the westerly end of the southwesterly return curve for Crestmoor Road and Green Hills Village Drive;

Thence, southeastwardly, a distance of 39.30 feet with a curve concave to the southwest having a radius of 25.00 feet and a central angle of 90°04'08" and being subtended by a chord which bears South 37°07'27" East 35.38 feet to the Point of Beginning and containing 17,844 square feet or 0.41 acres more or less, described according to the ALTA/ACSM Land Title Survey, dated January 9, 2013, last revised February 15, 2013, prepared by Crawford & Cummings, P.C., Job No. 13-001(R).

Being part of the same property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Harlan Dodson, Trustee, with full power to convey without the joinder of any other party, of record in Deed Book 4027, Page 113, Register's Office for Davidson County, Tennessee. All right, title and interest of the Metropolitan Government of Nashville and Davidson County, Tennessee, in and to said property having reverted to and revested in Thomas V. White, as Trustee, pursuant to the reverter provisions contained in said deed. Reference is further made to Metropolitan Ordinance No. BL2013-382 recorded in Minute Book M67, Page 283, in the Metropolitan Clerk's Office.

Also being part of the same property conveyed to Thomas V. White, as Trustee, with full power to convey without the joinder of any beneficiary, by quitclaim deed from Kemper Harlan Dodson, III and spouse, Margaret Louise Behm, Virginia Marie Dodson Maxwell and spouse, Porter Maxwell, John Christopher Dodson, unmarried and the Chris Dodson Family Trust, of record as Instrument No. 20100727-0058960, said Register's Office.

Also being a part of the property conveyed to Thomas V. White, as Trustee, with full power to convey without joinder of any beneficiary, by quitclaim deed from the Metropolitan Government of Nashville and Davidson County, Tennessee, of record as Instrument No. 20130529-0054009, said Register's Office.

Being a portion of the same property conveyed to BAKERSOUTH, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deeds from THOMAS V. WHITE, AS TRUSTEE FOR UNNAMED TRUST U/A/D MARCH 31, 1966, of record as Instrument No. 20130529-0054010 and Instrument No. 20130529-0054011, dated May 23, 2013, said Register's Office. For further reference see Quitclaim Deed of record in Instrument No. 20161202-0126890, dated December 2, 2016, said Register's Office.

EXHIBIT A-2

An easement for free parking purposes over a tract of land in the 25th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee being part of Lot #10, all of Lot #11 and part of Lot #12 shown on the Final Plat of Hillsboro Views Development Company's Subdivision, Block B, Recorded in Plat Book 974, Page 64, Register's Office for Davidson County (R.O.D.C.) and being more particularly described as follows:

Beginning at an iron rod (new) on the southerly right-of-way margin of Crestmoor Road (a 60-foot wide right-of-way) and proceeding as follows:

From the Point of Beginning and leaving said right-of-way margin, making a new line through Lot 10 and bifurcating an existing building, South 07°45'57" West, a distance of 180.44 feet to an iron rod (new);

Thence, along or near the northerly property line of Green Hills Commons, LLC property, Recorded in Deed Book 10216, Page 69, R.O.D.C., Tennessee, North 83°07'37" West, a distance of 199.34 feet to an iron rod (old);

Thence, leaving said Green Hills Commons and North 07°37'17" East, a distance of 182.35 feet to the southerly right-of-way margin of Crestmoor Road;

Thence, with said right-of-way margin, South 82°34'37" East, a distance of 199.78 feet to the Point of Beginning and containing 36,196 Square Feet or 0.83 Acres more or less, described according to the ALTA/ACSM Land Title Survey, dated January 9, 2013, last revised February 15, 2013, prepared by Crawford & Cummings, P.C., Job No. 13-001(R).

Being part of the same property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Harlan Dodson, Trustee, with full power to convey without the joinder of any other party, of record in Deed Book 4027, Page 113, Register's Office for Davidson County, Tennessee. All right, title and interest of the Metropolitan Government of Nashville and Davidson County, Tennessee, in and to said property having reverted to and revested in Thomas V. White, as Trustee, pursuant to the reverter provisions contained in said deed. Reference is further made to Metropolitan Ordinance No. BL2013-382 recorded in Minute Book M67, Page 283, in the Metropolitan Clerk's Office.

Also being part of the same property conveyed to Thomas V. White, as Trustee, with full power to convey without the joinder of any beneficiary, by quitclaim deed from Kemper Harlan Dodson, III and spouse, Margaret Louise Behm, Virginia Marie Dodson Maxwell and spouse, Porter Maxwell, John Christopher Dodson, unmarried and the Chris Dodson Family Trust, of record as Instrument No. 20100727-0058960, said Register's Office.

Also being a part of the property conveyed to Thomas V. White, as Trustee, with full power to convey without joinder of any beneficiary, by quitclaim deed from the Metropolitan Government of Nashville and Davidson County, Tennessee, of record as Instrument No. 20130529-0054009, said Register's Office.

Being a part of the same property conveyed to BAKERSOUTH, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deeds from THOMAS V. WHITE, AS TRUSTEE FOR UNNAMED TRUST U/A/D MARCH 31, 1966, of record as Instrument No. 20130529-0054010 and Instrument No. 20130529-0054011, dated May 23, 2013, said Register's Office. For further reference see Quitclaim Deed of record in Instrument No. 20161202-0126890, dated December 2, 2016, said Register's Office.

EXHIBIT B

PERMITTED ENCUMBRANCES

(1) Taxes and assessments for the year 2024 and subsequent years;

(2) Supplemental taxes and assessment levied as a result of the completion of improvements after January 1 of any year. Grantor assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603 et. seq.;

(3) Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property;

(4) Public streets, rights-of-way and highways encumbering the Property;

(5) Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters not created by Grantor that would be revealed by an accurate survey or inspection of the Property;

(6) Matters on the plan of record in Book 4350, page 31, in the Register's Office for Davidson County, Tennessee, as amended by instrument of record as Instrument No. 20130510-0047599, in said Register's Office;

(7) Easements of record in Book 3913, page 936, in the Register's Office for Davidson County, Tennessee.

(8) Easement for water mains and appurtenances of record in Book 4642, Page 499, in the Register's Office for Davidson County, Tennessee (Affects Parking Easement Described on Exhibit A-2).

Certificate of Authenticity

I, Lisa Farris, 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 July 26, 2024.

Date

Affiant Signature

07.26.2024

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 26 day of July, 2024.

Notary's Signature

My Commission Expires: May 5, 2025

Date

Notary's Seal (if on paper)

DANIELLE DUNN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

202407260056784