Bill Garrett Davidson County
Batch# 127824 DEEDWARRSP
08/10/2018 04:04:30 PM 6 pgs
Fees: $33.00 Taxes: $333,000.00
20180810-0079278

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
BOP NEST NASHVILLE LLC 1300 Brickell Bay Drive Suite 400 Miami, Florida 33131	093-10-0-235	**BOP NEST NASHVILLE LLC** **1300 Brickell Bay Drive** **Suite 400** **Miami, Florida 33131**
This instrument prepared by: Katten Muchin Rosenman LLP 525 W. Monroe St., Chicago, Illinois 60661-3693		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and No100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, OLMSTED SOBRO VENTURE PARTNERS, L.L.C., a Delaware limited liability company ("Grantor"), has bargained and sold, and by these presents transfers and conveys to BOP NEST NASHVILLE LLC, a Delaware limited liability company ("Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth on Exhibit B hereto (the "Permitted Exceptions").

This is improved property, known as 501 5th Avenue South, Nashville, Davidson County, Tennessee.

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

State of Florida

County of Miami-Dade

The actual consideration or value, whichever is greater, for this transfer is $90,000,000.

BOP NEST NASHVILLE LLC,
a Delaware limited liability company

By: _____
Name: Harvey Hernandez
Title: Authorized Signatory

Subscribed and sworn to before me this 3rd day of August, 2018

_____
Notary Public
My Commission Expires April 23, 2021

MARIA CRISTINA DE CASTRO
MY COMMISSION # GG069347
EXPIRES April 23, 2021

US_133478528v4_207509-00212

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

In addition to the Permitted Exceptions, this Special Warranty Deed and the conveyance evidenced hereby is made subject to the express condition that the Property shall not be converted into a condominium or other form of common interest community ownership prior to December 31, 2028 (the "Condominium Restriction"). Without prejudice to any other rights or remedies of Grantor, Grantee acknowledges and agrees that money damages would not be an adequate remedy for any breach of the Condominium Restriction and that, in addition to its other remedies, Grantor shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach hereof, and that all such remedies shall be cumulative. In the event of any litigation to enforce the terms of the Condominium Restriction, the prevailing party shall be entitled to recover its reasonable legal fees and expenses from the losing party. The foregoing Condominium Restriction shall run with title to the Property for the duration of the Condominium Restriction (but not thereafter), and shall inure to the benefit of Grantor, its successors and assigns, and shall be binding upon Grantee, and its successors and assigns, and any persons hereafter acquiring any interest in the Property as owner, tenant or otherwise. The foregoing Condominium Restriction shall automatically expire and be of no further force and effect on and after December 31, 2028 without the need for further action on behalf of any party.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, subject to the Permitted Exceptions.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Deed this 9 day of August, 2018.

GRANTOR:

OLMSTED SOBRO VENTURE PARTNERS, L.L.C.,
a Delaware limited liability company

By: CRP OLMSTED SOBRO MEMBER, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: _____
Name: DAVID B. DANIEL
Title: VICE PRESIDENT

STATE OF Washington, District of Columbia)
COUNTY OF _____)

I, the undersigned, a notary public in and for said county in said state, hereby certify that David B. Daniel, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of August 2018.

[NOTARIAL SEAL]

_____
Notary Public

My Commission expires: STACY M. ROSENTHAL
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2021

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in the 19th District, Davidson County, Tennessee. Tract being part of Lot 19 and all of Lots 20-25 of the Plan of Barrow Grove as recorded in Book " S", Pages 279; and 697, Register's Office, Davidson County, Tennessee (RODC), Tract being bounded on the north by the southern Right of Way of Peabody Street, on the east by the western ROW of 5th Avenue South, on the South by Inspiration, LLC, as recorded in Instrument Number 201306240064806, RODC and on the west by the eastern ROW of Alley Number 71. Tract being described as follows:

POINT OF BEGINNING being an iron rod new at the Southwestern intersection of ROW of said Peabody street and 5th Avenue South; thence along the Western ROW of 5th Avenue South South 27° 14' 29" East 389.33 feet to an iron rod new; thence leaving said ROW with the common line of said Inspiration, LLC South 62° 25' 12" W 210.00 feet to an iron rod new on the Eastern ROW of said Alley Number 71; thence along said Eastern ROW N 27° 34' 48" W 389.32 feet to an iron rod new on the Southern ROW of said Peabody Street; thence along said southern ROW N 62° 25' 12" E 212.31 feet to the point of beginning.

Tract contains 82,207 square feet or 1.89 acres.

Being the same property conveyed to Olmsted Sobro Venture Partners L.L.C., a Delaware limited liability company, by deeds of record in Instrument No. 20150914-0092869; Instrument No. 20150914-0092870; Instrument No. 20151110-0114569; Instrument No. 20151110-0114570; Instrument No. 20151110-0114571; Instrument No. 20151110-0114572; Instrument No. 20151110-0114573; Instrument No. 20151110-0114574; Instrument No. 20151110-0114575; Instrument No. 20151113-0115393; and in Instrument No. 20160224-0017630, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603 et seq., not yet due and payable.

2. Taxes for the year 2018, a lien, not yet due and payable.

3. Grant of Easement of record in Instrument No. 20161212-0130104, in the Register's Office for Davidson County, Tennessee.

4. Temporary Easement of record in Instrument No. 20160420-0038166, in the Register's Office for Davidson County, Tennessee.

5. Agreement for Dedication of Easement for the Purpose of Public Street Right-of-Way of record in Instrument No. 20151214-0125278, in the Register's Office for Davidson County, Tennessee.

6. Declaration of Restrictions & Covenants for Stormwater Facilities & Systems of record in Instrument No. 20151203-0121815, in the Register's Office for Davidson County, Tennessee.

7. Rights of tenants in possession under unrecorded leases as tenants only, with no rights of first refusal or options to purchase, upon the terms, covenants, conditions and provisions thereof.

Certificate of Authenticity

I, Heather Wood, 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.

Heather Wood

Signature

State of Tennessee

County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and state, Heather Wood who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Brina Mathis

Notary's Signature

My Commission Expires: 4-21-2020

Notary's Seal (if on paper)

STATE OF TENNESSEE NOTARY PUBLIC

BRINA MATHIS

WILLIAMSON COUNTY