Karen Johnson Davidson County
Batch# 294646 DEEDWARRSP
10/02/2019 12:22:30 PM 7 pgs
Fees: $38.00 Taxes: $298,190.40
20191002-0100612

Address New Owner as Follows:	*Send Tax Bills to:*	*Map-Parcel Number:*
Shay/LB-WC-LC, L.L.C., et al. 3301 West End Ave., Suite 200 Nashville, TN 37203	Same as New Owner	092 14 0B 011.00
This instrument prepared by: Adam Fritcher, 8383 Preston Center Plaza Dr., 5th Floor, Dallas, Texas 75225		

SPECIAL WARRANTY DEED

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $80,592,000.00.

C. Lin Baten
Affiant

KATHERINE L. COBLE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 8, 2022

Subscribed and sworn to before me this 27 day of September, 2019.

Katherine L. Coble
Notary Public

My Commission Expires: 3-8-22

NASHCAM LIVING I, LP, a Tennessee limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto SHAY/LB-WC-LC, L.L.C., a Delaware limited liability company (as to an undivided 41.588% interest), SHAY/LB-WC-BP, L.L.C., a Delaware limited liability company (as to an undivided 31.861% interest), and SHAY/LB-AH-BWT, L.L.C., a Delaware limited liability company (as to an undivided 26.551% interest), as tenants in common (collectively "Grantee"), its successors and assigns, in fee simple, (i) all that real property situated in the County of Davidson, State of Tennessee, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property,

(iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This Deed is made and accepted expressly subject to the matters set forth in Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

This is improved property commonly known as 9 C1TY Place, Nashville, Tennessee 37209.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of the 1st day of October, 2019.

GRANTOR:

NASHCAM LIVING I, LP,
a Tennessee limited partnership

By: Cam Living GP, Inc.,
its General Partner

By:_____
Name: Scott A. Dyche
Title: Executive Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Scott A. Dyche, the Executive Vice President of Cam Living GP, Inc., a Tennessee corporation, the General Partner of NASHCAM LIVING I, LP, a Tennessee limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said partnership, and that he executed said instrument as the voluntary act of the said partnership, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this 26 day of September, A.D., 2019.

(Seal)

LAUREN DEANNE MOWERY NOTARY PUBLIC STATE OF TEXAS ID 10444 EXP. 01-23-2021

_____, Notary Public
(signature of Notary Public)

My Commission Expires: 1.23.2021

4836-9929-8982.3

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

TRACT 1:

Land in Davidson County, Tennessee, being Lot 9, as shown on the map entitled Final Plat, Resubdivision of Lots 4, 7, 9 & Open Space, one C1TY NASHVILLE, of record in Instrument No. 20151210-0124463, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

The above property being conveyed to NASHCAM LIVING I, LP by deed from NASHCAM, L.P. of record in Instrument No. 20160721-0075203, said Register's Office.

TRACT 2:

Together with beneficial rights as set forth in the Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded July 20, 2016 in Instrument No. 201607200074605; and amended by First Amendment to Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded May 07, 2018 in Instrument No. 201805070043207; and amended by Second Amendment to Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded September 24, 2018 in Instrument No. 201809240094361; and amended by Second Amended and Restated Lot 9 Amendment to the Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded OCTOBER 2, 2019 in Instrument No. 20191002-0100433, aforesaid records.

Parcel ID: 092140B01100CO

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Taxes for 2019 and subsequent years, not yet due and payable.
2. Easement to City of Nashville, recorded May 31, 1960 in Deed Book 3073 Page 362, Register's Office for Davison County, Tennessee. (Affects Tract 2 only)
3. Easement to Jerome J. Frank and Irwin Grossman, recorded April 09, 1964 in Deed Book 3707 Page 452, aforesaid records. (Affects Tract 2 only)
4. Parking Easement Agreement to Urosite, L.P., recorded December 15, 2010 in Instrument No. 201012150099850, aforesaid records. (Affects Tract 2 only)
5. Easement Agreement to Bank of America, N.A., recorded January 10, 2012 in Instrument No. 201201100002653, aforesaid records. (Affects Tract 2 only)
6. Notice of Land Use Restrictions, recorded May 18, 2012 in Instrument No. 201205180043415, aforesaid records. (Affects Tract 2 only)
7. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems to Nashcam, L.P., recorded October 22, 2013 in Instrument No. 201310220109927, aforesaid records. (Affects Tract 2 only)
8. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems to Nashcam, L.P., recorded August 23, 2016 in Instrument No. 201608230088005, aforesaid records.
9. Transmission Line Easement, recorded January 4, 2002 in Instrument No. 200201040001507, aforesaid records. (Affects Tract 2 only)
10. Grant of Easement to Comcast of Nashville I, LLC, recorded March 9, 2018 in Instrument No. 201803090022570, aforesaid records.
11. Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded July 20, 2016 in Instrument No. 201607200074605; amended by (i) First Amendment to Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded May 07, 2018 in Instrument No. 201805070043207; (ii) Second Amendment to Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded September 24, 2018 in Instrument No. 201809240094361; and (iii) Second Amended and Restated Lot 9 Amendment to the Amended and Restated Declaration of Restrictive Covenants and Reciprocal Easements, recorded OCTOBER 2, 2019 in Instrument No. 20191002-0100433, aforesaid records.
12. All matters as shown on plat of survey recorded in Instrument No. 201512100124463, aforesaid records.
13. All matters as shown on plat of survey recorded in Instrument No. 201805150046180, aforesaid records.

14. Rights of tenants in possession as of the date hereof, as tenants only, under prior unrecorded residential leases without options to purchase or rights of first refusal.

15. The following matters disclosed on the ALTA/NSPS Land Title Survey prepared by Stephen Vander Horst, RLS No. 3041, under Civil & Environmental Consultants, Inc. Project No. 194-238, dated September 26, 2019:

    a. The Southeast corner of Building 1 encroaches into the NES easement;

    b. The Northwest corner of Building 2 encroaches into the NES easement.

Certificate of Authenticity

I, Joseph Grant, do hereby make an 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.

Name: **Joseph Grant**
Title: **Escrow Officer**

STATE OF TX
COUNTY OF Dallas

Personally appeared before me, Nereida F. Mendoza, a notary public for this county and state, Joseph Grant who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Nereida F. Mendoza
My Commission Expires: **11/22/2022**

