Karen Johnson Davidson County
Batch# 332676 DEEDWARRSP
12/20/2019 08:40:58 AM 7 pgs
Fees: $38.00 Taxes: $24,790.00
20191220-0131408

SPECIAL WARRANTY DEED

FROM: **PARK HOLDINGS, LLC**, a Delaware limited liability company
TO: **CRP/LPC PENNINGTON BEND OWNER, L.L.C.**, a Delaware limited liability company

Address New Owner as follows:	Send Tax Bills to:	Map-Parcel Number:
CRP/LPC Pennington Bend Owner, L.L.C. c/o Lincoln Property Company National, LLC 6340 Sugarloaf Parkway, Suite 350 Duluth, Georgia 30097	(same)	Map 62; Parcels 23.01 and 25; and Part of Parcels 30 and 249

THIS INSTRUMENT PREPARED BY: Waller Lansden Dortch & Davis, LLP, Robert R. Campbell, Jr., Esq., Nashville City Center, 511 Union Street, Suite 2700, Nashville, Tennessee 37219-8966

STATE OF Washington, D.C.)
COUNTY OF ~~District of Columbia~~)

The actual consideration or value, whichever is greater, for this transfer is Six Million Seven Hundred Thousand and No/100 Dollars ($6,700,000.00).

Affiant

Subscribed and sworn to before me, this the 18 day of November, 2019.

Notary Public

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

My Comm. Expires: 11-30-21

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged **PARK HOLDINGS, LLC**, a Delaware limited liability company, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto **CRP/LPC PENNINGTON BEND OWNER, L.L.C.**, a Delaware limited liability company, hereinafter called "GRANTEE", its successors and assigns, that certain tract of land located in Davidson County, State of Tennessee, as more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Property").

Said Property is transferred subject to the limitations, restrictions, and encumbrances set

forth on Exhibit B attached hereto and made a part hereof by this reference (the "Permitted Exceptions").

Said Property is transferred with the following rights, which such rights shall run with the land and shall be binding upon and shall inure to the benefit of GRANTEE and its successors and assigns:

(a) At such time as a monument sign is constructed along McGavock Pike to service the Property and such other property encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Pennington Centre, dated as of the date hereof, by Grantor (as may be modified, supplemented, amended or amended and restated from time to time, the "Declaration"), GRANTEE shall be entitled to one (1) panel on such monument sign for purposes of advertising GRANTEE'S development on the Property which monument sign shall be approved by all governmental authorities and may also contain signage of the other properties subject to the Declaration. GRANTEE shall pay all costs and expenses in connection with obtaining, installing and removing GRANTEE'S panel on such monument sign.

(b) Notwithstanding anything to the contrary in the Declaration, GRANTEE shall have the right to install, or permit the installation of, transmitting or receiving satellite dishes or antennas on the Property, provided that such satellite dishes or antennas materially comply with the requirements set forth in the sample Lease Contract Addendum for Satellite Dish or Antenna attached hereto as Exhibit C and made a part hereof by this reference.

This is unimproved property located north of McGavock Pike between Briley Parkway and Pennington Bend Road in Nashville, Davidson County, Tennessee 37214.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the Permitted Exceptions), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 19 day of December, 2019.

GRANTOR:

PARK HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: Mark Fioravanti
Title: Vice President

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mark Fioravanti, 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 Vice President of **PARK HOLDINGS, LLC**, the within bargainor, a Delaware limited liability company, and that Mark Fioravanti as such Vice President, and 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 Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 26th day of November, 2019.

_____
NOTARY PUBLIC

My Commission Expires: May 9, 2023

SANDRA MORGAN
TENNESSEE NOTARY PUBLIC
My Comm Exp. May 9, 2023
COUNTY OF DAVIDSON

EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being Lot No. 1, as shown on the map entitled Pennington Bend Development Subdivision, of record as Instrument No. 20191025-0109753, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

Being part of the property conveyed to Park Holdings, LLC, a Delaware limited liability company, by deed from Gaylord Entertainment Company, a Delaware corporation, of record as Instrument No. 20121001-0089162, said Register's Office; and by deed from Opryland Attractions, LLC, a Delaware limited liability company, and successor-in-interest to Opryland Attractions, Inc., of record as Instrument No. 20121001-0089163, said Register's Office.

EXHIBIT B

Permitted Exceptions

1. General or special taxes and assessments for the year 2019 and subsequent years.

2. Matters shown on the plan of record in Plat Book 9700, Page 892, Register's Office of Davidson County, Tennessee.

3. Restrictive Covenants contained in instrument of record as Instrument No. 20020628-0078525, Register's Office of Davidson County, Tennessee.

4. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record as Instrument No. 20190802-0076651, Register's Office of Davidson County, Tennessee.

5. Matters shown on the Plan of record as Instrument No. 20191025-0109753, Register's Office of Davidson County, Tennessee.

6. Temporary Access, Construction and Grading and Soil Easement Agreement recorded in the Register's Office of Davidson County, Tennessee simultaneously herewith.

7. Declaration of Covenants, Conditions and Restrictions for Pennington Centre by Park Holdings, LLC, a Delaware limited liability company, of record as Instrument No. 20191217-0130294, Register's Office of Davidson County, Tennessee.

8. Any and all matters shown on the plat of survey by Jubal R. Parris, Tenn. RLS No. 2912, with Gresham Smith, dated November 8, 2019 and designated as Project 42903.01.

EXHIBIT C

Sample Lease Contract Addendum for Satellite Dish or Antenna

See Attached.

LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA

NATIONAL APARTMENT ASSOCIATION

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Dwelling Unit Description.** Unit. No. _____, _____ *(street address)* in _____ *(city)*, Tennessee, _____ *(zip code)*.

2. **Lease Contract Description.**
Lease Contract date: _____
Owner's name: _____
_____
_____
_____
Residents *(list all residents)*: _____
_____
_____
_____

3. **Number and size.** You may install _____ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. **Signal transmission from exterior dish or antenna to interior of dwelling.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not be caused to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **Liability insurance.** **You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment.** The insurance coverage must be $_____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **Security Deposit.** An additional security deposit of $_____ will be charged. We *(check one)* ☐ will ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the NAA Lease Contract *(check one)* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

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Resident or Residents
(All residents must sign here)

_____

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Owner or Owner's Representative
(signs here)

_____

Date of Lease Contract

_____

NOT A LEGAL FORM

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