1st

This instrument was prepared by:
Sam's Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, AR 72716-5535
Attn: Harvey Freeman

Karen Johnson Davidson County
Batch# 555704 DEEDWARRSP
01/15/2021 04:19:35 PM 10 pgs
Fees: $53.00 Taxes: $11,840.00
20210115-0007393

Return recorded document to:
c/o Crescent Communities, LLC
227 West Trade Street
Suite 1000
Charlotte, NC 28202

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED (this "Deed") is made effective January 15, 2021, between **SAM'S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 2001 S.E. 10th St., Bentonville, AR 72716 ("Grantor"); and **CRP/CRESCENT HARPETH HEIGHTS, LLC**, a Delaware limited liability company, with an address of c/o Crescent Communities, LLC, 227 W. Trade Street, Suite 1000, Charlotte, NC 28202 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building, situated, lying, and being in the City of Nashville, Davidson County, Tennessee, as more particularly described to wit:

See Exhibit A attached hereto and made a part hereof (the "Property");

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record.

This conveyance is expressly subject to the following conditions and restrictions:

(a) The Property shall not be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote internet fulfillment center or locations, locker, grocery drive-through, grocery home shopping pick-ups, mail order, or similar pick-up facility): (i) a grocery store or supermarket, as hereinafter defined; (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Walmart; (iii) a discount department store or other discount store, as hereinafter defined; (iv) a pharmacy; or (v) gaming activities (including, but not limited to, gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption (the "Property Restrictions"); provided, however, (y) the prohibition against "any business whose principal revenues

are from the sale of alcoholic beverages for on or off-premises consumption," as that phrase is used in the foregoing definition of Property Restrictions, shall not be deemed or construed to prevent the development and operation of restaurant and/or bar establishments on the Property, including sports bar establishments and including wine rooms, clubhouse facilities and other facilities that may be opened to members of the public, as part of any "for rent" and "for sale" multifamily housing projects that are developed and operated on the Property (if applicable and whether one or more, the "Property Multifamily Project"), and (z) the prohibition against "gaming activities," "billiard parlor" and "any place of recreation/amusement," as those phrases are used in the foregoing definition of Property Restrictions, shall not be deemed or construed to prevent such uses in any restaurant and/or bar establishments and any Property Multifamily Project that may be developed and operated on the Property. "Grocery store" and "supermarket," as those terms are used herein, shall mean a food store or a food department containing more than five thousand (5,000) square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include, but not be limited to, the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store," as those terms are used herein, shall mean a discount department store or discount store containing more than twenty-five thousand (25,000) square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (*e.g.*, clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart Inc. As used in this Agreement, an "internet fulfillment center" shall mean any space within the Property, including, without limitation, facilities such as lockers, outposts, pods, dedicated floor or parking spaces, or similar drop off/pick up locations or facilities utilized by any person or entity to sell, fulfill, store, deliver, exchange, transfer, convey, or otherwise distribute or receive products the sale of which originated outside the Property and would have been prohibited under clauses (i) through (v) of this Section (a) if sold within the Property, including goods that are typically found in a discount department store, grocery store, or pharmacy, or other products that result from orders placed remotely within or outside the Property over the internet, phone service, mail order, or other means by any person or entity that does not currently occupy at least fifty thousand (50,000) square feet of floor area within the Property; provided, however, such "internet fulfillment center" prohibition shall not be deemed or construed to prevent (1) the development and operation on the Property from time to time of storage units, as part of a Property Multifamily Project, for rental to and use by tenants and occupants of residential units in such Property Multifamily Project or (2) the delivery by internet fulfillment centers and internet sellers (*e.g.*, Amazon, eBay, etc.) to the Property of products purchased from time to time by tenants and occupants of the Property, including residential unit tenants and occupants, and the storage of such products (*e.g.*, by a Property Multifamily Project management or rental office) for pick-up and retrieval by such tenants and occupants. Notwithstanding the foregoing, the Property Restrictions shall not apply to Walmart Inc., or any parent company, affiliate, subsidiary, or related company.

(b) The Property shall not be used for or in support of the following: (i) involuntary human detention or incarceration; (ii) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including, without limitation, any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; (iii) bar or night club

(except to the extent allowed under the Property Restrictions described in Section (a) herein); or (iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant, provided such prohibition in this clause (iv) shall not be deemed or construed to prevent the delivery of any such substances to, or the receipt, possession and use of any such substances by, tenants and occupants of the Property, including residential unit tenants and occupants in any Property Multifamily Project on the Property, if and to the extent such activity is legal at such time under all applicable state and federal laws (the foregoing restrictions and prohibitions contained in this Section (b) are herein referred to collectively as the "Noxious Use Restrictions").

(c) The Property Restrictions shall remain in effect for a period of fifty (50) years from the recording of this Deed. The Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years from the recording of this Deed. The aforesaid covenants, conditions, and restrictions shall run with and bind the Property and shall bind Grantee and its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, and restrictions and/or to recover damages for such violations, including, without limitation, damages incurred by Grantor, or an affiliated entity.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that, except for title warranties in this Deed, the Property is sold **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**

Grantee accepts the Property "as is" and agrees that transfer of the Property to Grantee from Grantor is a transfer to Grantee of all responsibility for any known and unknown Hazardous Materials (as defined herein) existing on the Property at any time before or after such transfer. Grantee agrees to assume responsibility for and releases Grantor from responsibility for any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defense, judgments, suits, proceedings, enforcement or corrective actions required by local, state, or federal agencies, costs, disbursements or expense of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded, arising out of or relating to Hazardous Material Laws (as defined herein) or any known or unknown Hazardous Materials existing on the Property before or after the transfer of the Property from Grantor to Grantee.

"Hazardous Material Laws" means any and all current and future statutes, terms, conditions, limitations, restrictions, standards, prohibitions, obligations, schedules, plans, and timetables that are contained in or promulgated pursuant to any federal, state or local laws (including rules, regulations, ordinances, codes, judgments, orders, decrees, contracts, permits, stipulations, injunctions, the common law, court opinions, policies, guidances and demand or notice letters issued, entered, promulgated or approved thereunder), whether existing now or hereinafter enacted, relating to

pollution or the protection of the environment, including laws relating to emissions, discharges, releases, or threatened releases of Hazardous Materials into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, refinement, production, disposal, transport, or handling of Hazardous Materials, including: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; and, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1808 et seq.; Occupational Safety and Health Act of 1970 as amended, 29 U.S.C. §§651 et seq.; Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq.; Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 1101 et seq.; National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq.; the Public Health Service Act, 42 U.S.C. §300(f) et seq.; the Pollution Prevention Act, 42 U.S.C. §13101 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Federal Clean Air Act, 42 U.S.C. §7401 et seq. and the Tennessee law equivalent. "Hazardous Material Laws" shall include any guidance, statutory or common law that has developed or develops in the future regarding mold, fungus, microbiological pollutants, mildew, bacteria and/or other organic spore material.

"Hazardous Materials" means (i) any substance or material that is now or in the future included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "universal waste," "solid waste" or "waste" in any Hazardous Material Law; (ii) petroleum or petroleum derivatives, including crude oil or any fraction thereof, all forms of natural gas, and petroleum products or by-products or waste; (iii) asbestos and asbestos-containing materials (whether friable or non-friable); (iv) polychlorinated biphenyls (including PCB Contaminated Electrical Equipment as defined in 40 C.F.R. 761.3); (v) urea formaldehyde; (vi) lead and lead based paint or other lead containing materials (whether friable or non-friable); (vii) microbiological pollutants; (viii) batteries or liquid solvents or similar chemicals; (ix) radon gas; (x) mildew, fungus, mold, bacteria, and/or other organic spore material in the Improvements, whether or not airborne, colonizing, amplifying or otherwise; (xi) pesticides, pesticide derivatives, pesticide products, and pesticide contaminated materials; (xii) flammable explosives; (xiii) radioactive materials; (xiv) ordnance (unexploded or otherwise); (xv) chemicals known to cause cancer or reproductive toxicity, or that pose a risk to human health or safety or the environment or that are regulated under Hazardous Material Laws; and (xvi) pollutants, effluents, residues, contaminants, emissions or related materials. The term "Hazardous Materials" shall not include (A) chemicals, lubricants, refrigerants and other substances kept in amounts typical for, and used as, standard janitorial supplies, office supplies, and the like in connection with the routine maintenance and operation of projects similar to the Project, to the extent kept, used and maintained in strict compliance with all such applicable laws, or (B) gasoline, oil, and other automotive products kept and used in an ordinary manner in or for the use of motor vehicles at the Property to the extent kept, used and maintained in compliance with all such applicable laws.

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's

habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2021, and thereafter.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed in its name by its Senior Vice President the 12th day of January, 2021.

SAM'S REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____
Name: Thomas H. Wait
Its: Senior Vice President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on the 12th day of January , 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas H. Wait to me personally known, who being by me duly sworn did say that he is Senior Vice President of Grantor in the foregoing special warranty deed and that said special warranty deed was signed, sealed and delivered by him on behalf of said trust by authority of its Managing Trustee and said Senior Vice President acknowledged said special warranty deed to be the free act and deed of said trust.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: _____
Name: Cynthia M. Vandevort
Notary Public

CYNTHIA M. VANDEVORT
Washington County
NOTARY PUBLIC - ARKANSAS
My Commission Expires October 20, 2024
Commission No. 12401481

Exhibit A

to Special Warranty Deed

TRACT I:

(Davidson County Tax Map 114, Part of Parcel 318)

Being a parcel of land located in the Urban Services District, 22nd Councilmanic District of Nashville, Davidson County, Tennessee; generally being located between Interstate 40 and Old Hickory Boulevard and south of the interchange of same, and being a part of the property conveyed to Sam's Real Estate Business Trust by deed of record in Instrument No. 20190513-0044540, R.O.D.C., more particularly described as follows:

BEGINNING at a 1/2" iron pin set on the southerly line of Lot 1, Phase 2, Westview Plaza of record in Book 7900, page 621, R.O.D.C., said iron pin being S 75° 56' 11" E, 54.83 feet from a 1/2" iron pin found stamped Mosley on the easterly right of way line of Interstate 40, same being the westerly most corner of said Lot 1;

THENCE, along the aforesaid Lot 1 and continuing with Lot 2, Phase 3, Westview Plaza of record in Instrument No. 200109200-101746, R.O.D.C., and also part of Lot 3, Westview Plaza of record in Book 9700, page 676, R.O.D.C., S 75°56'11'' E, for a total distance of 679.06 feet to a 1/2" iron pin set at a common corner with Lot 3, Phase 3, Westview Plaza of record in Plat Book 9700, page 676, R.O.D.C.;

THENCE, continuing with Lot 3 the following calls:

S 82° 32' 51" E, 199.23 feet to a 1/2" iron pin found,
N 41° 31' 45" E, 24.21 feet to a 1/2" iron pin found in the westerly right of way line of Old Hickory Boulevard;

THENCE, leaving Lot 3 with the westerly right of way line of Old Hickory Boulevard the following calls:

N 85° 57' 01" E, 2.42 feet to a 1/2" iron pin set,
S 03° 54' 50" E, 110.51 feet to a 1/2" iron pin set being a common corner with Harmony Hospitality of record in Instrument No. 20150120-0005255, R.O.D.C.;

THENCE, leaving the westerly right of way line of Old Hickory Boulevard with Harmony Hospitality the following calls:

N 84° 20' 15" W, 272.88 feet to 1/2" iron pin found,
S 14° 03' 24" W, 117.01 feet to a 5/8" iron pin found,
S 29° 49' 39" W, 220.73 feet to an 3/4" iron pin found being a common corner with Lat Bellevue Ridge, LLC of record in Instrument No. 20130925-0100686, R.O.D.C.;

THENCE, leaving Harmony Hospitality with Lat Bellevue Ridge, LLC the following calls:

S 32° 52' 01" W, 731.18 feet to a 1/2" iron pin found,
N 68° 08' 58" W, 211.50 feet to a 5/8" iron pin found,
N 60° 49' 08" W, 128.40 feet to 5/8" iron pin found,
N 65° 18' 24" W, 100.90 feet to a 5/8" iron pin found,
N 68° 50' 47" W, 110.32 feet to a 1/2" iron pin set;

THENCE, leaving Lat Bellevue Ridge, LLC the following calls:

N 32° 50' 19" E, 344.00 feet to a point,
With a curve to the left, having a central angle of 90° 02' 20", a radius of 47.07 feet, a tangent of 47.10 feet, a chord bearing and length of N 12° 10' 51" W, 66.58 feet for an arc length of 73.96 feet to a new iron rod,
N 57° 12' 01" W, 5.72 feet to a point;
N 32° 48' 00" E, 23.00 feet to a point,
N 57° 12' 00" W, 38.07 feet to a PK nail set,
N 47° 54' 43" E, 578.83 feet to a PK Nail set,

THENCE, N 42° 04' 58" W, 224.46 feet to the **POINT OF BEGINNING.**

Containing 647,009 square feet or 14.85 acres, more or less.

Being a portion of the same property conveyed to Sam's Real Estate Business Trust, a Delaware statutory trust, by warranty deeds of record in Instrument No. 20060622-0074764 and Instrument No. 20070116-0006421, in the Register's Office for Davidson County, Tennessee. Further being a portion of the same property conveyed to Sam's Real Estate Business Trust by deed of record in Instrument No. 20190513-0044540, in the Register's Office for Davidson County, Tennessee.

TRACT II:

(Davidson County Tax Map 114, Parcel 308)

Land in Davidson County, Tennessee, being Lot No. 2, on the Plan of Final Plat, Resubdivision of Lots 2 and 4, Phase III, Westview Plaza, as shown on plat of record as Instrument No. 20010920-0101746, in the Register's Office for Davidson County, Tennessee, to wit:

BEGINNING at 1/2" iron pin found at the southwest corner of Lot 2, as shown in Instrument No. 20010920-0101746, also being the southeast corner of Lot 1, as shown in Plat Book 7900, Page 621; thence with said Lot 1 N 08°31'05" E a distance of 207.67 feet to a 1/2" iron pin found; thence with Lot 4, as shown in Instrument No. 20010920-0101746, as follows: S 50°21'15" E a distance of 89.82 feet to a 1/2" iron pin found; thence S 86°21'32" E a distance of 104.50 feet to a 1/2" iron pin found; thence with Lot 3, as shown in Plat Book 9700, Page 676, as follows: with a curve turning to the

right with an arc length of 141.23 feet with a radius of 200.00 feet with a chord bearing of S 11°34'10" E, with a chord length of 138.32 feet to a 5/8" iron pin found; thence S 08°39'37" W a distance of 62.66 feet to a Cut "X" found; thence with the Sam's Real Estate Business Trust property recorded in Instrument No. 20190513-0044540 (Tract I) N 75°52'11" W a distance of 229.46 feet to the **POINT OF BEGINNING**, having an area of 40135 square feet, 0.921 acres, more or less.

Being a portion of the same property conveyed to Sam's Real Estate Business Trust, a Delaware statutory trust, by deed of record in Instrument No. 20190513-0044540, in the Register's Office for Davidson County, Tennessee.

AFFIDAVIT OF CONSIDERATION

STATE OF NC

COUNTY OF Mecklenburg

The actual consideration for this transfer is $3,200,000.00.

Jason F. LaBonte
Affiant

Subscribed and sworn to before me, this the 10th day of January, 2021.

Teri A. Edwards
Notary Public

My Commission Expires: 5-7-2025

TERI A. EDWARDS
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
May 07, 2025