Karen Johnson Davidson County
Batch# 611056 DEEDWARRSP
04/08/2021 02:34:30 PM 9 pgs
Fees: $48.00 Taxes: $53,664.11
20210408-0047147

Space above this line reserved for recorder

Prepared by:

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, TX 75201
Attn: Scott Ellis, Esq.

Return to:
Rudy Merab
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4354 TN2570161276R

~~After recording return to:~~

Fidelity National Title
4400 MacArthur Blvd, Suite 200
Newport Beach, CA 92660
Attn: Trent Cornell

Grantee Address:
80 South Lake Avenue, Suite 719
Pasadena, CA 91101

Send Tax Bills to:
Tower Accounting Team
Attn: Martie Bayha
80 South Lake Avenue, Suite 719
Pasadena, CA 91101

Map Parcel No.
043-006.00

SPECIAL WARRANTY DEED

In consideration a sum certain of money as noted on the last page of this Deed and other considerations, the receipt and sufficiency of which are hereby acknowledged as of the 5th day of MARCH, 2021, Boggs Kurlander Steele, LLC, a Colorado limited liability company ("**Grantor**"), hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms to Royce Old Hickory Estates LLC, a Delaware limited liability company (the "**Grantee**") all that certain land situated in Davidson County, Tennessee, described on Exhibit "A" attached hereto and made a part hereof (the "**Property**").

This being improved property known as: 500 Cheyenne Blvd, #306, Madison, TN 37115.

TOGETHER with all the tenements, hereditaments, appurtenances, estate, title and interest thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said Property and all rights appurtenant to said Property to Grantee and Grantee's heirs, successors and assigns forever in **FEE SIMPLE**, subject to the matters enumerated in **Exhibit "B"** attached hereto and made a part hereof by this reference, which reference shall not serve to reimpose the same (collectively, the "**Permitted Exceptions**").

AND, the Grantor, for itself and its successors and assigns, hereby covenants with the Grantee, its successors and assigns, that, subject to the Permitted Exceptions, (i) the Grantor is seized and possessed of the Property conveyed by this Deed, (ii) the Grantor has a right to convey it, and (iii) the Grantor shall warrant and defend the title to it against all persons claiming by, through or under the Grantor, its successors and/or assigns.

IN WITNESS WHEREOF, Grantor has signed this Deed as of the date shown above.

Grantor:

Boggs Kurlander Steele, LLC,
a Colorado limited liability company

By: Tower Communities, LLC,
a California limited liability company,
its designated authority pursuant to that certain Amended and Restated Master Consent Agreement

By: _____
William G. Steele, III
Authorized signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On FEB. 18, 2021 before me, GENEVIEVE URQUIDI,
a notary public, personally appeared William G. Steele, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature)

GENEVIEVE URQUIDI
Notary Public – California
Los Angeles County
Commission # 2211912
My Comm. Expires Aug 28, 2021

(Affix Seal)

Boggs Kurlander Steele, LLC,
a Colorado limited liability company

By: Tower Communities, LLC,
a California limited liability company,
its designated authority pursuant to that
certain Amended and Restated Master
Consent Agreement

By: _____
Logan A. Boggs, Jr.
Authorized signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On FEB 18, 2021 before me, MARTIE BAYHA, a notary public, personally appeared Logan A. Boggs, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Martie Bayha
(Signature)

(Affix Seal)

MARTIE BAYHA
Notary Public – California
Los Angeles County
Commission # 2223545
My Comm. Expires Dec 25, 2021

STATE OF California

COUNTY OF Los Angeles

I hereby swear and affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $14,503,813, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Grantee:

Royce Old Hickory Estates LLC,
a Delaware limited liability company

By: _____
William G. Steele, III
Authorized signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On FEB. 18, 2021 before me, GENEVIEVE URQUIDI, a notary public, personally appeared William G. Steele, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature)

GENEVIEVE URQUIDI
Notary Public – California
Los Angeles County
Commission # 2211912
My Comm. Expires Aug 28, 2021

(Affix Seal)

Royce Old Hickory Estates LLC,
a Delaware limited liability company

By: _____
Logan A. Boggs, Jr.
Authorized signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On FEB 18, 2021 before me, MARTIE BAYHA,
a notary public, personally appeared Logan A. Boggs, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature) (Affix Seal)

MARTIE BAYHA
Notary Public – California
Los Angeles County
Commission # 2223545
My Comm. Expires Dec 25, 2021

EXHIBIT A

LEGAL DESCRIPTION

The certain tract or parcel of real estate situated in Dadvison County, State of Tennessee, and being further described as
follows, to-wit:

Bounded on the East by the Cumberland River, on the North by Old Hickory Boulevard, on the West by Kingsway Green of America, Section 1, of record in Book 4212, Page 838, Registers Office of Davidson County, Tennessee, and on the West by Cheyenne Boulevard, being more particularly described as follows:

Beginning at a concrete monument on the Easterly right-of-way of Sandhurst Drive, the Southeast corner of said Kingsway Green; thence North 30 degrees 13' East with the Easterly margin of Sandhurst Drive, 722.94 feet to a point in the Southerly margin of Old Hickory Boulevard; thence with Old Hickory Boulevard, South 87 Degrees 14' 11" East, 145.63 feet to a concrete monument; thence North 16 Degrees 56' West, 19.39 feet to a point; thence with the Southerly boundary of Elizabeth Carlile's property, South 87 Degrees 48' 59" East, 174.82 feet to an iron pipe; thence North 8 Degrees 32' 30" West, 102.65 feet to an iron pipe; thence North 71 Degrees 52' 05" East, 435.00 feet to a point in the low water line of the Cumberland River, being the Southeasterly corner of L.T. Marlowe's property; thence downstream with the low water line of said river, South 36 Degrees 05' East, 883.0 feet to a point; thence South 28 Degrees 05' East, 786.00 feet to a point; thence leaving the Cumberland River, South 88 Degrees 30' West, 542.00 feet to a point; thence North 36 Degrees 00' West, 140.00 feet to a point; thence South 80 Degrees 00' West, 215.00 feet to a point; thence South 87 Degrees 00' West, 225.00 feet to a point; thence North 71 Degrees 15' West, 240.00 feet to a point; thence North 78 Degrees 30' West, 410.00 feet to a point; thence North 89 Degrees 05' West, 125.00 feet to a point in the Easterly margin of Cheyenne Boulevard; thence with said Boulevard, North 32 Degrees 51' West, 294.00 feet to a point, the beginning of a curve to the right; thence with said curve having a radius of 64.32 feet, a central angle of 63 Degrees 04', 70.80 feet to a point; thence North 30 Degrees 13' East, 17.95 feet to the Point of Beginning; Containing 38.92 acres, more or less.

Being the same property conveyed to Boggs Kurlander Steele, LLC, a Colorado limited liability company, by deeds dated December 28, 2002, recorded May 24, 2002 in Instrument No. 20020524-0063312, dated February 28, 2002, recorded May 24, 2002 in Instrument No. 20020524-0063310 and dated February 28, 2002, recorded May 24, 2002 in Instrument No. 20020524-0063309, Register's Office of Davison County, Tennessee

EXHIBIT B

PERMITTED EXCEPTIONS

(i) Non-delinquent real estate taxes and general and special assessments, (ii) such state of facts as would be disclosed by an accurate survey of such Property being conveyed, (iii) rights of tenants, as tenants only, pursuant to the unrecorded written leases affecting the Property as of the date hereof, without right of first refusal to purchase or option to purchase the Property, and (iv) all other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements, in each case, of record for such Property being conveyed.

True Copy Certification

I, George W. Sutphin, 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.

Signature

State of Georgia
County of Cobb

Personally appeared before me, Raquel Hampton, a notary public for this county and state, George W. Sutphin, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 8/10/2022
Notary' Seal (if on paper)

