This Instrument Prepared By:
Adam J. Sigman and
Robert Baugh
Dentons Sirote PC
2311 Highland Avenue South
Birmingham, Alabama 35205

Karen Johnson Davidson County
Batch# 719144 DEEDWARRSP
09/17/2021 11:04:30 AM 6 pgs
Fees: $33.00 Taxes: $262,700.00
20210917-0125205

Name and Address of New Owner:	**Send Tax Bills To:**	**Map and Parcel No.:**
c/o Cherner Development Group 8550 Leesburg Pike Vienna, VA 22182	c/o Cherner Development Group 8550 Leesburg Pike Vienna, VA 22182	162-15-0-A-002.00CO

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which hereby are acknowledged, **FOREST VIEW RESIDENCES, LLC**, a Delaware limited liability company, having an address of 2204 Lakeshore Drive, Suite 450, Birmingham, Alabama 35209 (herein "Grantor"), does hereby bargain, sell, transfer and convey unto **ALT INVESTMENTS HILLSON, LLC**, a Maryland limited liability company, **ALT 2 INVESTMENTS HILLSON, LLC**, a Maryland limited liability company, **CC WALDORF, LLC**, a Maryland limited liability company, **CC HAVRE DE GRACE, LLC**, a Maryland limited liability company, **CC EASTON, LLC**, a Maryland limited liability company, **CC CHARLES TOWN, LLC**, a West Virginia limited liability company, and **CC BEAR DELAWARE, LLC**, a Delaware limited liability company, having an address of c/o Cherner Development Group, 8550 Leesburg Pike, Vienna, VA 22182 (herein collectively "Grantee"), as tenants-in-common in the following percentages: ALT Investments Hillson, LLC, 31.43%; ALT 2 Investments Hillson, LLC, 29.16%; CC Waldorf, LLC, 5.78%; CC Havre de Grace, LLC, 8.77%; CC Easton, LLC, 6.28%; CC Charles Town, LLC, 5.08%; and CC Bear Delaware, LLC, 13.50%, the land and all improvements thereon described on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Property"), subject to all matters shown on **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Exceptions"). This is improved property known as 7000 Harris Hills Lane, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the aforesaid Property unto Grantee, its successors and assigns, forever in fee simple.

Grantor covenants that Grantor has full power and lawful authority to sell and convey the Property and, subject to (i) any matter reflected by that certain ALTA/NSPS survey of the Property prepared by Crawford & Cummings, P.C. and dated June 14, 2021, and (ii) those matters listed on **Exhibit "B"** attached hereto and incorporated herein by reference, will warrant and defend the title against all persons claiming by, through or under Grantor, but not further or otherwise and subject, however, to the Permitted Exceptions.

SOURCE OF TITLE: Special Warranty Deed recorded in Instrument 201812180122881, Register's Office for Davidson County, Tennessee.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor has signed its hand this 14th day of September 2021.

WITNESSES:

Printed Name: Anne K. Sprague

Printed Name: William Bolling III

GRANTOR:

FOREST VIEW RESIDENCES, LLC,
a Delaware limited liability company

By: LIV Forest View Partners, LLC,
an Alabama limited liability company
Its Manager

By: LIV Forest View, LLC,
an Alabama limited liability company
Its Manager

By: _____
Robert B. Crumpton, III
Its Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Robert B. Crumpton, III, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Manager of LIV Forest View, LLC, an Alabama limited liability company, which is the manager of LIV Forest View Partners, LLC, an Alabama limited liability company, which is the manager of Forest View Residences, LLC, a Delaware limited liability company, the within named bargainor, a limited liability company, and that he as such Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Manager, as such Manager.

Witness my hand and official seal at office at Birmingham, Alabama, on this the 15th day of September 2021.

My Commission Expires:

Print Name:
NOTARY PUBLIC

NATHAN C. WEINERT
My Commission Expires
February 10, 2022

STATE OF)
COUNTY OF)

I, Andrew Cherner, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $71,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 7th day of September, 2021.

Notary Public

My Commission Expires: 7/31/2024

[SEAL]

Linnea Marie Means
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7216664
My Commission Expires July 31, 2024

EXHIBIT "A"

Legal Description

Land in Davidson County, Tennessee, being Lot No. 2, on the plan of FINAL PLAT, FOREST VIEW, of record in Instrument No. 20190813-0080717, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description.

EXHIBIT "B"

Permitted Exceptions

1. County of Davidson taxes for the year 2021 and subsequent years, a lien not yet ascertainable, due or payable.
2. All matters shown on plat of record in Instrument 201908130080717, Register's Office for Davidson County, Tennessee.
3. Declaration of Covenants, Conditions and Restrictions for Forest View of record in Instrument 201812180122860, Register's Office for Davidson County, Tennessee.
4. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument 201904160034922, Register's Office for Davidson County, Tennessee, as amended, voided and superseded by that certain Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument 20210909-0120675, Register's Office for Davidson County, Tennessee.
5. Easement for driveway access set forth in instrument of record in Book 6158, Page 545, Register's Office for Davidson County, Tennessee.
6. Temporary Access Easement Agreement of record as Instrument 20180911-0090036, Register's Office for Davidson County, Tennessee.
7. Terms of the Sanitary Sewer Easement Agreement of record as Instrument 20180911-0090035, Register's Office for Davidson County, Tennessee.
8. Grantor does hereby establish, impose, declare, restrict and subject the Property to the following restrictive covenant ("Restrictive Covenant"): The Property shall not be converted to a condominium form of ownership or cooperative development (or any future derivative of either of the foregoing) until the later of (y) the expiration of the four (4) year Statute of Repose pursuant to Tenn. Code Ann. §28-3-202, or (z) one (1) year from the date of any injury or damage to person or property, if any, occurring during the fourth (4^{th}) year of the Statute of Repose.

   Notwithstanding anything herein to the contrary, in the event of the violation or breach of the Restrictive Covenant, the Grantor and its successors and assigns shall not have any right of reversion or repurchase of the Property and/or the improvements located thereon as a remedy.

   If any "Lender" (as defined herein) succeeds to the interest of Grantee or any successor owner of the Property prior to the expiration of the Restrictive Covenant and, in any event, regardless of whether Lender permitted or consented to any condominium conversion, (1) Lender's liability with respect to the Restrictive Covenant shall be limited solely to breaches of such covenants occurring during the period during which Lender (or its affiliates, which includes any special servicer or receiver acting for or on behalf of Lender or its affiliates) has ownership of the Property; (2) Lender under any mortgage or the trustee or beneficiary under any deed of trust shall not be liable for any act or omission or indemnification obligation of any prior owner (including Grantee) or any subsequent owner of the Property. For the purposes hereof, "Lender" shall be defined to mean any existing or future mortgagee holding a mortgage or deed of trust on the Property or any portion thereof, any of its affiliates, and any special servicer or receiver acting for or on behalf of Lender or its affiliates (as applicable) and any person or entity that acquires title to the Property as the result of the exercise of any remedy under any such mortgage or deed of trust; provided, however, that the term "Lender" shall not include any party who acquires the Property as a bona fide third party transferee of such Lender or any prior or subsequent owner of all or any portion of the Property. Lender's liability hereunder is limited solely to its interest in the Property. Lender (including its affiliates) shall not have any liability for permitting or consenting to any condominium conversion (whether by Grantee or any other party). Nothing herein shall be deemed to impose any notice obligations on Lender.

CERTIFICATE OF AUTHENTICITY

I, Jennifer D Stacy do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith, and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 9/15/2021.

Affiant
Date: 9/15/2021

STATE OF TENNESSEE
COUNTY OF Williamson

Sworn to and subscribed before me this 15th day of September, 2021

Notary Public

My Commission Expires: 1/6/25

KATHERINE ANN HEDRICK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY