Karen Johnson Davidson County
Batch# 719279 DEEDWARRSP
09/17/2021 01:59:30 PM 14 pgs
Fees: $73.00 Taxes: $573,500.00
20210917-0125369

Return to:
Katrina Haynes
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4353
File No. TN252107173J

This Instrument Prepared By:

Andrew H. Prussack, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Pkwy., Suite 1800
Atlanta, Georgia 30339

~~**Return To:**~~

Jack E. Spangler, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 16th day of September, 2021, by and between **CRESCENT NASHVILLE WEST, LLC**, a Delaware limited liability company ("**Grantor**") and **CHARLOTTE PIKE TN PARTNERS, LLC**, a Delaware limited liability company ("**Grantee**");

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Being the same property conveyed to Grantor as recorded as Instrument Nos. 20181011-0101060, 20181011-0101061, 20181011-0101062 and 20181011-0101063, in the Register's Office of Davidson County, Tennessee. Said property, together with other property, is further identified by Tax Parcel ID 102 13 0 018.00.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its heirs, successors and assigns, in fee simple forever.

Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the aforesaid real estate; that it has good right to sell and convey the same; that the same is unencumbered, except for those items shown on Exhibit "B" attached hereto and made a part hereof, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming the same by, through or under Grantor, but not further or otherwise.

By acceptance of this Special Warranty Deed, Grantee specifically consents to the terms set forth on Exhibit "C" attached hereto and incorporated herein by this reference, which covenants and conditions shall run with the title to the property conveyed hereby.

If any term or provision of this Special Warranty Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Special Warranty Deed and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and

each term and provision of this Special Warranty Deed shall be valid and be enforced to the fullest extent permitted by law.

WITNESS the signature of the Grantor the day and year first above written.

GRANTOR:

CRESCENT NASHVILLE WEST, LLC, a Delaware limited liability company

By: Crescent Nashville West Joint Venture, LLC, a Delaware limited liability company
Its: Sole Member

By: Crescent Nashville West Joint Venture Member, LLC, a Delaware limited liability company
Its: Administrative Member

By: Crescent Nashville West Member, LLC, a Delaware limited liability company
Its: Managing Member

By: Crescent Communities, LLC, a Delaware limited liability company
Its: Manager

By:_____(SEAL)
Name: Jason LaBonte
Title: Senior Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Personally appeared before me, the undersigned, a Notary Public, Jason LaBonte, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Senior Vice President of Crescent Communities, LLC, a Delaware limited liability company, the manager of Crescent Nashville West Member, LLC, a Delaware limited liability company, the managing member of Crescent Nashville West Joint Venture Member, LLC, a Delaware limited liability company, the Administrative Member of Crescent Nashville West Joint Venture, LLC, a Delaware limited liability company, the sole member of Crescent Nashville West, LLC, a Delaware limited liability company, and is authorized to execute this instrument on behalf of Crescent Communities, LLC, as the manager of the Operating Member of Grantor.

WITNESS my hand and Official Seal at office, this 14th day of September, 2021.

My Commission Expires 02-04-2024

Notary Public

My Commission Expires 02-04-2024.

DAVETTE H. HARPER
Notary Public
Cabarrus
County
My Comm. Exp.
02-04-2024
NORTH CAROLINA

***

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $_____, 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 _____ day of _____, 2021.

_____
Notary Public

My Commission Expires _____.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Personally appeared before me, the undersigned, a Notary Public, Jason LaBonte, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Senior Vice President of Crescent Communities, LLC, a Delaware limited liability company, the manager of Crescent Nashville West Member, LLC, a Delaware limited liability company, the managing member of Crescent Nashville West Joint Venture Member, LLC, a Delaware limited liability company, the Administrative Member of Crescent Nashville West Joint Venture, LLC, a Delaware limited liability company, the sole member of Crescent Nashville West, LLC, a Delaware limited liability company, and is authorized to execute this instrument on behalf of Crescent Communities, LLC, as the manager of the Operating Member of Grantor.

WITNESS my hand and Official Seal at office, this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires _____.

***

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $155,000,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
AFFIANT, Corey B. May

Subscribed and sworn to before me this 16th day of September 2021.

_____
Notary Public

My Commission Expires 1-11-2024.

WANDA WOLF
NOTARY PUBLIC
My Commission Expires
01-11-2024
WALTON COUNTY, GEORGIA

Tax Parcel Number:
102 13 0 018.00

Tax Notices to:
CHARLOTTE PIKE TN PARTNERS, LLC
C/O CORTLAND PARTNERS, LLC
3424 PEACHTREE RD; SUITE 300
ATLANTA, GA 30326

Property Address:

7113 Charlotte Pike
Nashville, TN 37209

Name and Address of
Property Owner:

Charlotte Pike TN Partners, LLC
c/o Cortland Partners, LLC
3424 Peachtree Rd, Suite 300
Atlanta, GA 30326

Exhibit A to Deed

LEGAL DESCRIPTION

Tax Map No. 102-13
Combined Boundary of Parcel Nos. 2, 3.01, 4, 5, 7, 9 (collectively, TRACT 1) and 6 (TRACT 2)

Being a parcel of land located in the 22nd Councilmanic District, Urban Services District, Nashville, Davidson County, Tennessee, located on the easterly right of way of Charlotte Pike and the northerly right of way of Interstate 40 and being more particularly described as follows:

BEGINNING at an old iron rod (found) on the southerly right of way line of Charlotte Pike being the northwest corner of property conveyed to Metro Government Schools of record in Deed Book 2694, Page 17, R.O.D.C.;

Thence, leaving said easterly right of way with the westerly line of the School property the following four calls:

Thence, S18°55'58"E, 250.36 feet to an old iron rod;

Thence, S03°44'15"W, 267.62 feet to an old iron rod;

Thence, S28°32'46"E, 127.75 feet to an old iron rod;

Thence, S04°57'04"W, 215.87 feet to a new iron rod (set) on the northerly right-of-way line of Hapwood Drive;

Thence, with said right-of-way the following calls:

S61°07'52"W, 119.86 feet to a P.K. Nail (set),

Along a curve to the right having a central angle of 20°01'36", a radius of 509.50 feet, an arc length of 178.09 feet, and a chord bearing and length of S71°08'40"W, 177.18 feet to an iron rod (set),

Along a curve to the right having a central angle of 86°46'35", a radius of 25.00 feet, an arc length of 37.86 feet, and a chord bearing and length of N55°27'14"W, 34.35 feet to an iron rod (set),

S77°56'03"W, 60.00 feet to an iron rod (set) on the westerly right of way line of Rodney Drive, having a 60-foot wide right of way;

Thence, with the westerly right-of-way of said Rodney Drive the following calls:

Along a curve to the right having a central angle of 03°51'20", a radius of 728.20 feet, an arc length of 49.00 feet, and a chord bearing and length of S10°08'17"E, 48.99 feet to an iron rod (set),

S08°12'37"E, 240.00 feet to an old axle (found) on the northerly right-of-way of Interstate 40;

Thence, with same the following two calls:

S58°48'57"W, 361.05 feet to a new iron rod (set),

S57°21'09"W, 20.24 feet to an old iron rod (found) being a common corner with Park Place at Charlotte of record in Instrument No. 20160916-0097376;

Thence, with Park Place at Charlotte the following two calls:

N19°51'16"W, 306.80 feet to an old iron rod (found),

N59°22'58"W, 410.00 feet to an old iron rod (found) on the aforementioned easterly right of way of Charlotte Pike;

Thence, with said right-of-way N31°26'21"E, 344.21 feet to a new iron rod (set) being a common corner with Leo Elton Demoss of record in Deed Book 10394, Page 130;

Thence, leaving said right-of-way with Demoss the following two calls:

S66°33'18"E, 373.94 feet to an old iron rod (found),

N04°10'57"E, 573.05 feet to an iron rod (set) on the aforementioned southerly right-of-way of Charlotte Pike;

Thence, with said right-of-way along a curve to the right having a central angle of 19°44'22", a radius of 1,392.40 feet, an arc length of 479.71 feet, and a chord bearing and length of N64°00'34"E, 477.34 feet to the **POINT OF BEGINNING**.

As such property is also depicted on that certain Consolidation Plat recorded on December 4, 2018 in Instrument No. 20181204-0118350, Register's Office for Davidson County, Tennessee.

Exhibit B to Deed

Permitted Exceptions

1. General and special taxes and assessments for the year 2021 and subsequent years, not yet due and payable; and the lien of additional real property taxes by reason of increased or amended assessments.

2. Rights of parties in possession as tenants only, under unrecorded leases(s) or rental agreement(s).

3. Those certain Restrictions Against Condominium Conversion attached as **Exhibit C** to the deed to which this **Exhibit B** is attached.

4. Lack of direct access to Interstate 40 from the premises, such right of access having been granted to the State of Tennessee of record in Book 3177, Page 303, in the Register's Office for Davidson County, Tennessee.

5. Sanitary Sewer Easement of record in Book 6813, Page 622, in the Register's Office for Davidson County, Tennessee, and including prospective encroachment of proposed future driveway over said easement as shown on site plan.

6. Sanitary Sewer Easement of record in Book 6870, Page 764, in the Register's Office for Davidson County, Tennessee.

7. Sanitary Sewer Easement of record in Book 6861, Page 824, in the Register's Office for Davidson County, Tennessee.

8. Deed for an Easement for Water Line of record in Book 4965, Page 804, Register's Office for Davidson County, Tennessee.

9. Easements and requirements set forth in Ordinance No. BL2018-1107, Clerk's Office of Metropolitan Government of Nashville and Davidson County, Tennessee and including prospective encroachment of proposed future "Building 2000" onto area abandoned in said ordinance and shown on site plan.

10. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems recorded November 28, 2018, in Instrument No. 20181128-0116032, Register's Office for Davidson County, Tennessee.

11. Grant of Easement in favor of Comcast Cable Communications Management, LLC, a Delaware limited liability company, recorded May 19, 2020, in Instrument No. 20200519-0051611, Register's Office for Davidson County, Tennessee.

12. Subject to all matters shown on plat recorded in Instrument No. 20181204-0118350, Register's Office for Davidson County, Tennessee.

13. All matters shown on that certain ALTA/NSPS Land Title Survey prepared by Barge Design Solutions, bearing the seal of James M. Overfelt, RLS No. 1634, dated July 30, 2021, last revised September 9, 2021, and designated Job No. 3606603.

Exhibit C to Deed

RESTRICTIONS AGAINST CONDOMINIUM CONVERSION

The Property shall hereafter be held, transferred, sold, leased and encumbered, conveyed, and occupied, subject to the covenants, conditions, and restrictions set forth in numbered paragraphs 1 through 7 immediately following (collectively, the "Restrictive Covenants"), each of which is for, and shall inure to the benefit of the Benefited Persons:

1. From and after the date hereof through and including December 31, 2026 (the "Term"): (a) no Condominium shall be created covering the Property, (b) no Condominium Conversion shall be affected or implemented, nor shall a Condominium Project be created, with regard to the units within the Property, and (c) no Condominium Plat shall be filed affecting the Property.

2. In the event of the violation or breach of any of the Restrictive Covenants, each Benefited Person shall have the right to prosecute a proceeding at law or in equity against the party or parties who have violated or are attempting to violate any of the Restrictive Covenants, to enjoin or prevent them from doing so, to cause such violation to be remedied, including without limitation, court costs and attorney fees in enforcing the Restrictive Covenants. Without limiting the foregoing, any party or parties who now or hereafter owns or acquires fee title in or to any portion of the Property shall, and does hereby, to the fullest extent permitted by law, indemnify, defend and hold each Benefited Person harmless from and against any and all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses (including, without limitation, attorneys' fees and costs of litigation), which any of the Benefited Persons may suffer, incur or be obligated to perform arising out of such party or parties breach or failure to strictly comply with the Restrictive Covenants, including, without limitation, all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses arising or accruing as a result of any claims by subsequent owners of any portion of the Property (including owners of condominium units or owners of a cooperative, as the case may be) relating to (a) the development, design and construction of the Property and any defects, breaches of contract, errors, omissions, or negligence in connection therewith, or (b) any omissions, misrepresentations or misstatements in any conversion, condominium or cooperative documents, or (c) any other liabilities that Grantor could be responsible for under applicable local law as a result of a Condominium Conversion. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedy at law or in equity.

3. The Restrictive Covenants are appurtenant to and run with the Property, and shall be binding and enforceable against all parties having any right, title or interest in the Property, and their respective heirs, successors and assigns, and shall inure to the benefit of each Benefited Person. Upon expiration of the Term, the Restrictive Covenants shall be of no further force or effect without the necessity of Grantor or any Benefited Party having to release the Restrictive Covenants.

4. Failure on the part of any Benefited Person to complain of any act or failure to act to enforce the Restrictive Covenants irrespective of how long such failure continues shall not constitute a waiver by any of the Benefited Persons of the right to strictly enforce any violation of the Restrictive Covenants. Notwithstanding any provision hereof to the contrary, Grantor, in its sole discretion, may elect to waive, modify, amend, or terminate any or all of the Restrictive Covenants; provided, however, that, no such waiver, modification, amendment or termination shall

be effective unless the same is set forth in a writing executed by Grantor and such writing is filed with the County Recorder for the county in which the Property is located.

5. If any term, covenant, condition or provision of the Restrictive Covenants, or the application thereof to any person, entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Restrictive Covenants or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

6. Notwithstanding anything to contrary contained herein, no expiration of the restrictive covenants and no earlier termination of the restrictive covenants shall be deemed to waive or release any party from any breach of the Restrictive Covenants prior to such expiration.

7. Notwithstanding anything to the contrary contained herein (a) no Lender only holding a lien on all or any portion of the Property shall in any manner be liable for any breach or failure to comply with the Restrictive Covenants by its borrower or any other person whether or not such Lender permitted or consented to such breach or failure; provided, however, the foregoing shall not in any manner be deemed to limit, impair or waive any rights of a Benefitted Person against such violating borrower or other person, (b) a Lender shall only have liability with respect to the Restrictive Covenants during the period that such Lender owns the Property and if and only if such Lender breaches or fails to comply with the Restrictive Covenants during such period of ownership, (c) the liability of any Lender which breaches or fails to comply with the Restrictive Covenants shall be limited solely to its interest in the Property, (d) upon the conveyance of its ownership interest in the Property, a Lender shall have no further obligations or liabilities under the Restrictive Covenants, except with respect to any breach or failure to comply with the Restrictive Covenants by such Lender during its period of ownership, and (e) no Lender shall be liable for any breach or failure to comply with the Restrictive Covenants which occurred either prior to such Lender's acquisition of its ownership interest in the Property or subsequent to such Lender's conveyance of its ownership interest in the Property.

8. As used in this Deed, the following terms shall have the following meanings:

a. "Benefited Person" means all of the following: (i) Grantor, (ii) any constituent entity or affiliate of Grantor and any partner, member, shareholder, officer, or director of any such constituent entity or affiliate of Grantor, and (iii) any other person or entity who has been designated as a "Benefited Person", in a writing executed and delivered after the date hereof by either Grantor (or any successor or assign of Grantor) and filed for record with the County Recorder for the county in which the Property is located.

b. "Condominium" means a condominium as defined under the Tennessee Condominium Act of 2008, T.C.A Section 66-27-201 et seq., or any similar statute or law which defines a condominium.

c. "Condominium Conversion" means the filing or recording with the applicable county clerk or county recorder, or other applicable state, municipal or local governmental entity or agency, of any document providing for the conversion of the Property to a Condominium Project.

d. "Condominium Plan" means a condominium plan or declaration filed in connection with the Condominium Act, or any similar statute or law which defines a condominium plan.

e. "Condominium Plat" means a condominium plat filed in connection with the Condominium Act, or any similar statute or law which defines a condominium plat.

f. "Condominium Project" means any project all or a portion of which has located thereon a Condominium or a Condominium Conversion.

g. "Condominium Plat" means a condominium plat filed in connection with the Condominium Act, or any similar statute or law which defines a condominium plat.

h. "Condominium Project" means any project all or a portion of which has located thereon a Condominium or a Condominium Conversion.

i. "Lender" means a holder of, or secured party under, any bona-fide unpaid and outstanding mortgage or deed of trust encumbering the Property or other instrument creating a security interest against the Property.

Tennessee Certification of Electronic Document

I, Ambreen Shahnawaz, do hereby make oath that I am a licensed attorney and/or the 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 September 16, 2021 (date of document).

Ambreen Shahnawaz
Affiant Signature

9/17/2021
Date

State of GA

County of Cobb

Sworn to and subscribed before me this 17th day of September, 2021.

Raquel Hampton
Notary's Signature

MY COMMISSION EXPIRES: 8/10/2023

NOTARY'S SEAL

