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

Karen Johnson Davidson County
Batch# 778458 **DEEDWARRSP**
12/22/2021 11:45:31 AM 7 pgs
Fees: $38.00 Taxes: $32,190.00

20211222-0169172

Name and Address of New Owner:	**Send Tax Bills To:**	**Map and Parcel No.:**
Anthem Residences, LLC 2204 Lakeshore Drive, Suite 450 Birmingham, Alabama 35209	Anthem Residences, LLC 2204 Lakeshore Drive, Suite 450 Birmingham, Alabama 35209	091-00-0-018.00 091-00-0-019.00 091-04-0-096.00

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, **TACK NASHVILLE, LLC**, a Tennessee limited liability company, having an address of 112 Sheffield Loop, Suite D, Hattiesburg, Mississippi 39402 (herein "Grantor"), and by these presents does hereby bargain, sell, transfer and convey unto **ANTHEM RESIDENCES, LLC**, a Delaware limited liability company, having an address of 2204 Lakeshore Drive, Suite 450, Birmingham, Alabama 35209 (herein "Grantee"), subject to all matters shown on **Exhibit "B"** attached hereto and made a part hereof (collectively, the "Permitted Exceptions") and to all other provisions of this Special Warranty Deed, the tract of real property described on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Property").

TO HAVE AND TO HOLD the aforesaid Property with the appurtenances and interest thereunto belonging unto Grantee, its successors and assigns, forever.

Grantor covenants that Grantor has a right to convey the Property and, except for and subject to the Permitted Exceptions set forth on **Exhibit "B"** attached hereto and to all other provisions of this Special Warranty Deed, Grantor will warrant and defend the title to said Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming under Grantor, but not further or otherwise. Grantor makes no warranty as to the amount of acreage in the Property.

Except for any express representations or warranties of Grantor set forth in the Real Estate Purchase and Sale Agreement between Grantor and Grantee having an Effective Date of October 9, 2020 ("Agreement") and in the documents delivered by Grantor thereunder, Grantee acquires the Property and any other property purchased from Grantor at closing ("Other Property") in their as-is, where-is condition, without any other representations or warranties from Grantor as to the condition of the Property or of the Other Property, express or implied, including any warranty of merchantability, habitability or fitness for a particular purpose. Grantee acknowledges that the sale of the Property and the Other Property is made by Grantor "as-is" and "where-is," without any representations or warranties, express or implied (except for any special warranty as to title to the Property made by this Special Warranty Deed or any express representations and warranties made by Grantor as set forth in the Agreement), including, without limitation, implied warranties of fitness for any particular purpose, habitability, merchantability or otherwise. Grantee acknowledges that, except as expressly provided in the Agreement, neither Grantor nor any of its agents have made any representations, warranties, covenants, agreements or guaranties of any kind or character, whether express or implied, oral or written, concerning (i) the value, nature, quality or condition of the Property or of any of the Other Property, (ii) the suitability of the Property for any uses which may be conducted thereon or the suitability of any of the Other Property for any uses, (iii) the compliance of the Property or of any of the Other Property with any laws, rules, ordinances or regulations of any applicable governmental authority, (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or of any of the Other Property, or (v) any other matter with respect to the Property or of any of the Other Property, and that neither Grantor nor any of its agents have made (except for the representations and warranties expressly set forth in the Agreement), any representations or warranties regarding compliance of the Property or of any of the Other Property with any environmental requirements. Grantee shall rely solely on its own investigation of the Property and of any of the Other Property and not on any information provided or to be provided by Grantor or its agents, except as expressly set forth in the Agreement. Except as expressly set forth in the Agreement, Grantor shall not be liable in any manner by or for any verbal or written statements, representations or information pertaining to the Property or the operation thereof or pertaining to any of the Other Property, furnished by any party purporting to act on behalf of Grantor. By acceptance of delivery of this Special Warranty Deed, as evidenced by the recording hereof, Grantee agrees to the foregoing provisions of this paragraph and Grantee covenants and agrees that said agreement of Grantee and the foregoing provisions of this paragraph shall run with the land.

SOURCE OF TITLE:

Being the same property conveyed to Tack Nashville, LLC, a Tennessee limited liability company by Warranty Deed dated 02/14/2019 from Paula C. McCord, as Trustee of the McCord Family Trust of record in Instrument 201902200015379, Register's Office for Davidson County, Tennessee. (Tract 1).

Being the same property conveyed to Tack Nashville, LLC, a Tennessee limited liability company by Warranty Deed dated 02/22/2019 from Nashville Outdoor Storage, LLC, a Tennessee limited

liability company of record in Instrument 201902250017067, Register's Office for Davidson County, Tennessee. (Tract 2).

Being the same property conveyed to Tack Nashville, LLC, a Tennessee limited liability company by Warranty Deed dated 02/25/2019 from Alex W. Bonner, as Trustee of the Alex W. Bonner Trust of record in Instrument 201902260017124, Register's Office for Davidson County, Tennessee. (Tract 3).

IN WITNESS WHEREOF, Grantor has executed this instrument to be effective as of the 15th day of December, 2021.

TACK NASHVILLE, LLC,
a Tennessee limited liability company

By: _____
Name: Bennett V. York
Its: Manager

STATE OF ~~TENNESSEE~~ Mississippi)
COUNTY OF ~~DAVIDSON~~ Forrest)

Before me, a Notary of the state and county aforementioned, personally appeared **Bennett V. York**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Manager of **TACK NASHVILLE, LLC**, the within named bargainor, a Tennessee limited liability company, and that such person, as such Manager of bargainor, executed the foregoing instrument on behalf of bargainor for the purpose therein contained, by signing the name of the limited liability company by himself as Manager.

WITNESS my hand and notarial seal this 13th day of December, 2021.

Barbara Wilson
Notary Public
My Commission Expires: 4-27-24

STATE OF MISSISSIPPI
BARBARA W WILSON
[SEAL]
NOTARY PUBLIC
ID No. 199033
Commission Expires
April 27, 2024
LAMAR COUNTY

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, ~~Jennifer Godwin~~ Robert B. Crumpton, III 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 $8,700,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant:

ANTHEM RESIDENCES, LLC,
a Delaware limited liability company

By: Anthem Residences Holdings, LLC,
a Delaware limited liability company
Its Sole Member

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

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

By: _____
Robert B. Crumpton, III
Its Manager

Subscribed and sworn to before
me this 9th day of December
2021.

_____
Notary Public

My Commission Expires: 11-17-24

[SEAL]

JENNIFER GODWIN NOTARY PUBLIC ALABAMA STATE AT LARGE EXPIRES NOVEMBER 17, 2024

EXHIBIT "A"

Legal Description

TRACT 1:

Land in Davidson County, Tennessee, being part of Lot No. 43 of the Clifton Plat, a plan of which is of record in Plat Book 161, page 77, Register's Office for said County, and described according to a survey made by W. B. Southgate, Surveyor, on May 16, 1944, as follows:

Beginning at a hackberry stump on the east bank of branch; thence south 59° west crossing a 20 - foot road at 185 feet in all 435 feet to an iron pin; thence North 29°45' West 420 feet to the low water mark of the Cumberland River; thence along the low water mark of the Cumberland River, North 35° East 300 feet to the mouth of a branch; thence south 78-3/4° East 170 feet to a point; thence South 48° East 175 feet to a point; thence south 138 feet to a point; thence South 65° East crossing Bosley Road at approximately 50 feet, in all 100 feet; thence south 18° East 60 feet to the point of beginning, containing in all 4 and 68/100 acres, more or less.

TRACT 2:

A tract of Land in Davidson County, Nashville, Tennessee, being Lot No. 1, Subdivision Plat for Nashville Outdoor Storage, LLC, of record in Plat Instrument No. 20170822-0085994, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description of the Property.

TRACT 3:

Land in Davidson County, Tennessee, being Lot No. 24 on the Map of the subdivision of Lots Nos. 27 to 32 inclusive, 42, 44, 47 and 48 of the Clifton Plan, as of record in Plat Book 161, Page 68, Register's Office for said County described as follows:

Beginning in the center of Centennial Blvd. at a point, the southeast corner of said Lot No. 24, on the extreme easterly boundary of the County land; and running thence with the center of said Centennial Blvd., south 69° west 562 feet to a point, the southwest corner of said Lot No. 24; thence north 55-1/2° east 222 feet; thence north 19-1/2° east 65 feet; thence north 54-1/2° east 100 feet; thence north 9° east 60 feet; thence south 77-1/4° east 210 feet; thence south 21-1/2° east 66 feet to the beginning.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is that property more particularly described in a conveyance of record in Book 9412, Page 384, said Register's Office.

EXHIBIT "B"

Permitted Exceptions

1. All matters as set forth per plats or plans of record in Plat Book 21, Page 35, Plat Book 161, Page 68, Plat Book 161, Page 77, Plat Book 547, Page 34, Instrument 201708220085994, Register's Office for Davidson County, Tennessee.
2. Notice of Land Use Restrictions of record in Instrument 20180913-0090791, Register's Office for Davidson County, Tennessee.
3. Notice of Land Use Restrictions of record in Instrument 20190925-0097356, Register's Office for Davidson County, Tennessee.
4. Notice of Land Use Restrictions of record in Instrument 20190925-0097357, Register's Office for Davidson County, Tennessee.
5. Easements to Colonial Pipeline Co. of record in Book 4019, Page 460, Register's Office for Davidson County, Tennessee.
6. Right of Way Easement to Colonial Pipeline Co. and Advance Construction Damage Release of record in Book 5003, Page 385, and Advance Construction Damage Release of record in Book 5003, Page 389, all in the Register's Office for Davidson County, Tennessee.
7. Easements for the flow of the Cumberland River and any pond, stream or creek as much as there on lies.
8. Title to any portion of the Property lying in the bed or banks of the Cumberland River, the rights of upper and lower riparian owners to the free and unobstructed flow of the water of said Cumberland River, without diminution or pollution, and the consequence of any past or future change in the location of said Cumberland River; and water (riparian rights) including without limitation the following (i) riparian rights incident to premises; (ii) rights of upper and lower riparian owners in and to the waters of Cumberland River crossing or adjoining the Property, and the natural flow thereof, free from diminution or pollution; and (iii) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.
9. Taxes and assessments for the year 2022 and subsequent years, a lien not yet ascertainable, due or payable.
10. Any rights, easements, interests or claims which may exist by reason of or reflected by any facts shown on that certain ALTA/NSPS Land Title Survey conducted by Joey C. Wilson II, TN No. 2089, Wilson & Associates, P.C., 108 Beasley Drive, Franklin TN 37064, dated 12/01/2020, and being designated Project No. 20-1595, including, without limitation, the following:
    A. 100 year flood line;
    B. 500 year flood line;
    C. 8" sanitary sewer line shown without the benefit of a recorded easement;
11. Title to that portion of the Property, if any, embraced within the bounds of any streets, roads and/or highways.

12. Unless owned by Grantor, any claims to (1) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Property or any part thereof and or produced from the Property or any part thereof, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise, and (2) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (1) or (2) appear in the records established under Tennessee law for purposes of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge ("Public Records").

13. Any law, ordinance, permit or governmental regulation (including without limitation those relating to building and zoning), applicable to the Property conveyed hereby.