Karen Johnson Davidson County
Batch# 778458 DEEDQC
12/22/2021 11:45:31 AM 6 pgs
Fees: $32.00 Taxes: $0.00
20211222-0169173

QUITCLAIM DEED

State of Tennessee)
County of Davidson)

The actual consideration or value, whichever is greater, for this transfer is $-0-

Affiant

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

NOTARY PUBLIC

My Commission Expires: 6.15.2025

This instrument prepared by:

Robert Baugh & Adam Sigman
Dentons Sirote PC
2311 Highland Avenue South
Birmingham, Alabama 35205

KRYSTLE RAMOS
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 15, 2025

NEW PROPERTY OWNER:	PROPERTY ADDRESS:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Anthem Residences, LLC 2204 Lakeshore Drive Suite 450 Birmingham, AL 35209	Dr. Walter S. Davis Blvd., Nashville, TN	Anthem Residences, LLC 2204 Lakeshore Drive Suite 450 Birmingham, AL 35209	091-00-0-018.00 091-00-0-019.00 091-04-0-096.00

FOR AND IN CONSIDERATION of Ten Dollars, and other good and valuable consideration, **TACK NASHVILLE, LLC**, a Tennessee limited liability company, having an address of 112 Sheffield Loop, Suite D, Hattiesburg, Mississippi 39402 (hereinafter, "Grantor"), does hereby quitclaim to **ANTHEM RESIDENCES, LLC**, a Delaware limited liability company, having an address of c/o American Landmark, 2204 Lakeshore Drive, Suite 450, Birmingham, Alabama 35209 (hereinafter "Grantee"), all of its interest in and to the following described tract of land (the "Property"):

See attached Exhibit "A"

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 the Special Warranty Deed from Grantor to Grantee describing the Property and dated of even date herewith 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 Quitclaim 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).

[*Signature(s) are on the following page(s).*]

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
Title: 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.

(Seal)

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

Barbara Wilson
(Signature Notary)
My Commission Expires: 4-27-24

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

A PARCEL OF LAND LYING IN THE 21ST CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE; BEING BOUNDED BY THE NORTH BY THE CUMBERLAND RIVER; BOUNDED BY THE EAST BY THE STATE OF TENNESSEE (TENNESSEE STATE UNIVERSITY) OF RECORD IN BOOK 401, PAGE 610, REGISTER'S OFFICE OF DAVIDSON COUNTY (R.O.D.C.); BOUNDED BY THE EAST BY TWO PARCELS OWNED BY OSCAR C. PORTER III ETUX, OF RECORD IN BOOK 9429, PAGE 366, R.O.D.C.; BOUNDED BY THE EAST BY JOHN H. MONTGOMERY OF RECORD IN INSTRUMENT NUMBER 20120823-0075897, R.O.D.C.; BOUNDED BY THE WEST BY TWO PARCELS OWNED INNOPHOS, INC OF RECORD IN INSTRUMENT NUMBER 20040817-009944, R.O.D.C.; BOUNDED BY THE SOUTH BY DR. WALTER S DAVIS BOULEVARD, 92' RIGHT OF WAY; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND, WITH A CAP BEARING GS&P, WITH A TN STATE PLANE COORDINATE OF NORTH 667697.7521' EAST 1720995.0261'; SAID PIN IS LOCATED 48 FEET FROM THE CENTERLINE OF WALTER S DAVIS BOULEVARD AND 49.5 FEET WITH A BEARING OF N 1°35'18" W FROM THE INTERSECTION OF SAID ROAD AND 40TH AVENUE NORTH, SAID PIN BEING THE SOUTHWEST CORNER OF THE TRACT DESCRIBED WITHIN;

THENCE, LEAVING DR. WALTER S DAVIS BOULEVARD, AND RUNNING ALONG THE EASTERN BOUNDARY LINES OF INNOPHOS, INC, THE FOLLOWING 6 CALLS:

N 32°32'05" W, FOR A DISTANCE OF 5.41 FEET TO AN IRON PIN FOUND;

N 06°24'36" E, FOR A DISTANCE OF 117.35 FEET TO AN IRON PIN FOUND;

N 24°11'25" E, FOR A DISTANCE OF 168.79 FEET TO AN IRON PIN FOUND;

N 46°29'44" W, FOR A DISTANCE OF 277.72 FEET TO AN IRON PIN FOUND;

N 43°35'03" E, FOR A DISTANCE OF 59.86 FEET TO AN IRON PIN SET;

N 26°19'33" W, FOR A DISTANCE OF 250.32 FEET TO A POINT IN THE CUMBERLAND RIVER, SAID POINT BEING THE NORTHWEST CORNER OF THE TRACT DESCRIBED WITHIN;

THENCE, RUNNING PARALLEL WITH THE CUMBERLAND RIVER THE FOLLOWING 2 CALLS:

N 47°29'37" E, FOR A DISTANCE OF 563.47 FEET TO A POINT IN THE CUMBERLAND RIVER;

N 39°04'04" E, FOR A DISTANCE OF 301.15 FEET TO A POINT IN THE CUMBERLAND RIVER, SAID POINT BEING ALONG THE SOUTHWEST CORNER OF THE TRACT OWNED BY THE STATE OF TENNESSEE, KNOWN AS TENNESSEE STATE UNIVERSITY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE TRACT DESCRIBED WITHIN;

THENCE, WITH THE SOUTHWEST BOUNDARY OF TENNESSEE STATE UNIVERSITY, THE FOLLOWING 4 CALLS:

S 74°39'40" E, FOR A DISTANCE OF 170.86 FEET TO A POINT IN A SMALL BRANCH OFF THE CUMBERLAND RIVER;

S 44°24'40" E, FOR A DISTANCE OF 175.89 FEET TO A POINT IN A SMALL BRANCH OFF THE CUMBERLAND RIVER;

S 04°05'20" W, FOR A DISTANCE OF 138.70 FEET TO A POINT IN A SMALL BRANCH OFF THE CUMBERLAND RIVER;

S 60°54'40" E, FOR A DISTANCE OF 100.51 FEET TO A POINT IN A SMALL BRANCH OFF THE CUMBERLAND RIVER, SAID POINT BEING ALONG THE WESTERN BOUNDARY OF OSCAR C. PORTER III ETUX;

THENCE, ALONG THE WESTERN BOUNDARY OF OSCAR C. PORTER III ETUX, THE FOLLOWING 3 CALLS:

S 13°54'40" E, FOR A DISTANCE OF 60.30 FEET TO A POINT IN A SMALL BRANCH OFF THE CUMBERLAND RIVER;

S 63°13'40" W, FOR A DISTANCE OF 185.09 FEET TO AN IRON PIN FOUND;

S 11°16'11" E, FOR A DISTANCE OF 338.46 FEET TO AN IRON PIN FOUND, SAID POINT BEING THE NORTHWEST CORNER OF JOHN H. MONTGOMERY;

THENCE, S 42°58'14" E, FOR A DISTANCE OF 251.31 FEET TO AN IRON PIN FOUND AT THE NORTHERN RIGHT OF WAY OF DR. WALTER S DAVIS BOULEVARD, SAID IRON PIN BEING THE SOUTHEAST CORNER OF THE TRACT DESCRIBED WITHIN;

THENCE, ALONG THE NORTHERN RIGHT OF WAY OF SAID ROAD, THE FOLLOWING 5 CALLS:

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 583.29 FEET, AN ARC LENGTH OF 214.35 FEET, A DELTA ANGLE OF 21° 03' 20.58", A CHORD BEARING OF S 54°42'28" W, AND A CHORD DISTANCE OF 213.15 FEET TO AN IRON PIN SET;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 583.29 FEET, AN ARC LENGTH OF 83.80 FEET, A DELTA ANGLE OF 08° 13' 53.67", A CHORD BEARING OF S 69°21'05" W, AND A CHORD DISTANCE OF 83.73 FEET TO AN IRON PIN SET;

S 73°28'02" W, FOR A DISTANCE OF 282.72 FEET TO AN IRON PIN FOUND;

S 73°27'58" W, FOR A DISTANCE OF 38.71 FEET TO AN IRON PIN FOUND;

S 73°48'39" W, FOR A DISTANCE OF 318.00 TO THE POINT OF BEGINNING, CONTAINING 18.982 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON AND ASSOCIATES DATED DECEMBER, 2020.

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.

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.

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.