Karen Johnson Davidson County
Batch# 805139 DEEDWARRSP
02/14/2022 03:27:30 PM 9 pgs
Fees: $48.00 Taxes: $14,800.00
20220214-0017032

This instrument prepared by and after recording return to:

First American Title-NCS
1201 Walnut, Suite 700
Kansas City, MO 64106
ATTN: Jack Gans

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Parcel Numbers:
The Madison Suburban Utility District 108 West Webster Street Madison, TN 37115	The Madison Suburban Utility District P. O. Box 175 Madison, TN 37116	034-060-009.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, American Multi-Cinema, Inc., a Missouri corporation, A/K/A Carmike Cinemas, Inc., a Delaware Corporation (hereinafter referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto The Madison Suburban Utility District of Davidson County, Tennessee (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include [his]respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its sucessors and assigns, to warrant and forever defend the title to said Property to said Grantee, its sucessors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

Witness my hand this 21 day of January, 2022.

American Multi-Cinema, Inc., a Missouri corporation

By: Daniel E. Ellis
Name: Daniel E. Ellis
Its: Senior Vice President

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

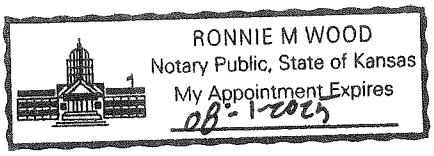
Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within-named Daniel E. Ellis, the Senior Vice President of American Multi-Cinema, Inc., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he or she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and official seal, at office located in Leawood, Kansas this 20 day of January, 2022.

My Commission Expires:

08-1-2025

Notary Public



Affidavit of Value

STATE OF)
) SS.
COUNTY OF)

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $4,000,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Cynthia H. Ellis Gen. Mgr.
Cynthia H. Ellis
General Manager

Sworn to and subscribed before me,
this 21st day of January, 2022.

Peggy J. Shoaf
NOTARY PUBLIC

MY COMMISSION EXPIRES
SEPTEMBER 6, 2022

My Commission Expires: _____

PEGGY J. SHOAF
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

John T. Wade, President, Board of Commissioners for MSUD

John Wade
President Board of Commissioners For
MSUD

Sworn to and subscribed before me,
this 21 day of January, 2022.

MY COMMISSION EXPIRES
SEPTEMBER 6, 2022

My Commission Expires: _____

Peggy J. Shoaf
NOTARY PUBLIC

PEGGY J. SHOAF
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT "A"

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE BEING LOT NO. 5 ON THE REVISION TO THE RESUBDIVISION OF LOT 5 ON THE REVISED MASTER PLAT OF RIVERGATE PLACE, AS OF RECORD IN BOOK 6200, PAGE 793, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS MADE FOR MORE COMPLETE DESCRIPTIONS.

BEING THE SAME PROPERTY CONVEYED TO CARMIKE CINEMAS, INC., BY DEED FROM THIRD NATIONAL BANK IN NASHVILLE, OF RECORD IN BOOK 9480, PAGE 326, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B"

Permitted Exceptions

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. Any claim to oil, gas, minerals, and all rights incident thereto, previously conveyed, transferred, leased or reserved.

6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

8. No insurance is afforded as to the acreage or square footage contained in the Land.

9. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.

10. All matters shown on plat(s) of record in Book 6200, Page 793 and Book 9700, Page 320, in the Register's Office of Davidson County, Tennessee.

11. Reciprocal Easement Agreement from Sharondale Properties, a Tennessee general partnership to Payless Cashways, Inc., an Iowa corporation, of record in Book 7246, Page 187; Book 7485, Page 492; Book 7763, Page 383; Book 7763, Page 385 and Book 7836, Page 844, in the Register's Office of Davidson County, Tennessee.

12. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Orange Cantrell to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 4231, Page 783; Book 4231, Page 786; Book 4224, Page 218 and Book 5613, Page 233, in the Register's Office of Davidson County, Tennessee.

13. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from A. M. carter and Mrs. Ottest Carter to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 4224, Page 218, in the Register's Office

of Davidson County, Tennessee.
14. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Carmike Cinemas, Inc. to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 9618, Page 611, in the Register's Office of Davidson County, Tennessee.

15. Deed of Conveyance of record in Book 10208, Page 756, in the Register's Office of Davidson County, Tennessee.

16. Deed of Conveyance of record in Book 7542, Page 366, in the Register's Office of Davidson County, Tennessee.

17. All matters contained in Deed of record in Book 10349, Page 74, in the Register's Office of Davidson County, Tennessee.

18. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

19. Rights of parties in possession not shown by the Public Records.

Tennessee Certification of Electronic Document

I, Jack Gano, 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 January 21 2022 (date of document).

Affiant Signature

1/21/2022
Date

State of Missouri

County of Jackson

Sworn to and subscribed before me this 21 day of January, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 6-28-24

NOTARY'S SEAL

THERESA HYLTON
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: June 28, 2024
Commission Number: 12413013