Karen Johnson Davidson County
Batch# 904277 DEEDWARRSP
08/17/2022 08:08:30 AM 7 pgs
Fees: $38.00 Taxes: $129,500.00
20220817-0093003

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
SOBRO I Apartments, LLC 3102 West End Avenue, Suite 780 Nashville, TN 37203	Map & Parcel No. 093-14-0-479.00	SOBRO I Apartments, LLC 3102 West End Avenue, Suite 780 Nashville, TN 37203

This instrument prepared by: Michael B. Noble, Bradley Arant Boult Cummings LLP,
1600 Division Street, Suite 700, Nashville, Tennessee 37203

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **CPC – 8 TO 5, L.P.**, a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to **SOBRO I APARTMENTS LLC**, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, the real property described on **Schedule 1**, which is attached hereto and incorporated herein by reference (the "Property"), together with all rights, interests, easements and hereditaments appurtenant thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on **Schedule 2**, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is improved property located at 825 6TH Avenue South, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $35,000,000.00.

Affiant

Subscribed and sworn to before me this 5th day of August, 2022.

Notary Public
My Commission Expires:

NOV 17 2026

STACI L. SMART
NOTARY PUBLIC
TENNESSEE
COUNTY OF DAVIDSON

ELECTRONICALLY RECORDED BY:
Fidelity National Title Insurance Company
1620 L Street, NW, 4th Floor
Washington, D.C. 20036

File No. MB DC2100782 **1 of 2**

Except as otherwise expressly provided in this deed or any other written agreement executed by Grantor, by acceptance of this Deed, Grantee acknowledges and agrees that: (i) Grantor has not made, is not making and specifically disclaims and negates any warranties, representations, guarantees or assurances (express or implied) regarding the Property or any rights, interests, easements and hereditaments appurtenant thereto; (ii) Grantee is purchasing the Property "As-Is, Where-Is" with all faults and all latent or patent defects; and (iii) Grantee, on behalf of itself and its successors and assigns, shall be deemed to have waived, released and discharged Grantor from all claims that Grantee or its successors or assigns has or may have against Grantor relating to the Property, whether known or unknown, existing or arising in the future, including, but not limited to, claims for contribution or indemnity under any environmental laws.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 12 day of August, 2022.

GRANTOR:

CPC – 8 TO 5, L.P.,
a Tennessee limited partnership

By: Green – Little Corporation, its General Partner

By: _____
L.A. Green, III, its President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Staci Smart, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared L.A. Green, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Green – Little Corporation, the General Partner of CPC – 8 to 5, L.P., a Tennessee limited partnership, the within named bargainor, and that he as such President of the General Partner of the bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership, by himself in his capacity as the President of its General Partner.

Witness my hand seal at office this 5th day of August, 2022.

Staci Smart
Notary Public

My Commission Expires: NOV 17 2026

STACI SMART
NOTARY PUBLIC
TENNESSEE
COUNTY OF DAVIDSON

[Signature Page to Special Warranty Deed]

SCHEDULE 1

PROPERTY DESCRIPTION

Tract 1

Land situated in the 19th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being a part of Lot 1 on the Final Plat of Ash Street Property of record in Plat Book 9700, Page 297, Register's Office for Davidson County (R.O.D.C.), Tennessee, and being more particularly described as follows:

Beginning at an iron rod (old) on the Northerly right-of-way margin of Mulberry Street (a 40-foot wide right-of-way, as per Plat Book 9700, Page 297, R.O.D.C., Tennessee) at the Westerly right-of-way margin of Sixth Avenue South (a 49.5-foot wide right-of-way as per said Plat) the Southeasterly most property corner of this tract and proceeding as follows:

From the Point of Beginning and with the Northerly right-of-way margin of Mulberry Street, for the next 3 calls:

1) Leaving Sixth Avenue South, South 62°36'52" West a distance of 346.00 feet to an iron rod (old);

2) Thence, South 89°14'59" West, a distance of 63.35 feet to an iron rod (old);

3) Thence, North 46°12'51" West, a distance of 101.91 feet to an iron rod (old) on the Easterly right-of-way margin of Vine Street (a 49.5-foot wide right-of-way as per said Plat);

Thence, with said right-of-way margin, North 27°25'35" West, a distance of 222.26 feet to an iron rod (new), the new Southerly right-of-way margin of Ash Street (right-of-way acquisition area to Metropolitan Government of Nashville and Davidson County, by Instrument #20141016-0095690, R.O.D.C., Tennessee);

Thence, with said new right-of-way margin for the next 10 calls:

1) Thence, North 42°06'55" East, a distance of 40.57 feet to an iron rod (new);

2) Thence, South 47°53'05" East, a distance of 3.50 feet to an iron rod (new);

3) Thence, North 42°06'55" East, a distance of 11.34 feet to an iron rod (new);

4) Thence, North 55°25'31" East, a distance of 15.59 feet to an iron rod (new);

5) Thence, North 56°30'29" East, a distance of 21.77 feet to an iron rod (new);

6) Thence, North 46°40'16" East, a distance of 37.81 feet to an iron rod (new);

7) Thence, North 46°57'32" East, a distance of 35.88 feet to an iron rod (new);

8) Thence, North 50°56'28" East, a distance of 176.58 feet to an iron rod (new);

9) Thence, North 50°44'02" East, a distance of 52.41 feet to an iron rod (new);

10) Thence, North 52°55'16" East, a distance of 53.87 feet to an iron rod (new) on the Easterly right-of-way margin of Sixth Avenue South;

Thence, with said right-of-way margin South 27°27'00" East, a distance of 441.94 feet to the Point of Beginning. Containing 169,728 Square Feet or 3.90 Acres, more or less. Described according to the ALTA/ACSM Land Title Survey, dated March 18, 2015, last revised April 13, 2015, prepared by J. Alan Cummings, TN RLS No. 2351, Crawford & Cummings, P.C. 1929 21st Avenue, South, Nashville, Tennessee 37212, Job No. 15-017(Z).

Being a portion of the same property conveyed to CPC-6 To 5, L.P. A Tennessee Limited Partnership, by Deeds of Record in Book 9036, Page 593, Book 9038, Page 597,Book 9140, Page 311, re-recorded in Book 9172, Page 156, Register's Office for Davidson County, Tennessee, and by Metropolitan County Council Bill No. 092-447 and Metropolitan County Council Bill No. 095-1409, in the County Court Clerk's Office for Davidson County, Tennessee.

Tract 2

A tract or parcel of land in Metropolitan Nashville and Davidson County, Tennessee, lying South of the existing right-of-way for Ash Street and between Vine Street to the Southwest and 6th Avenue South to the Northeast as shown on the attached "Right-Of-Way Exhibit A" as "Phase 2 Right-of-Way Acquisition Area," in Instrument No. 20141016-0095686, said Register's Office, to which reference is hereby made for a more complete description, and containing an area of 1,993.36 square feet or 0.046 acres, more or less.

The above described tract or parcel being land in Davidson County, Tennessee, and being a portion of Lot 1, as shown on the map entitled Ash Street Property, of record in Book 9700, Page 297, Register's Office for Davidson County Tennessee.

Being a portion of the same property conveyed to CPC-6 To 5, L.P. A Tennessee Limited Partnership, by Deeds of Record in Book 9036, Page 593, Book 9038, Page 597,Book 9140, Page 311, re-recorded in Book 9172, Page 156, Register's Office for Davidson County, Tennessee, and Metropolitan County Council Bill No. 095-1409, in the County Court Clerk's Office for Davidson County, Tennessee.

SCHEDULE 2

PERMITTED ENCUMBRANCES

1. Real estate taxes and assessments for the year 2022 and subsequent years, a lien but not yet due and payable.

2. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.

3. Public utility and drainage easements per recorded plat as shown on Plan of record in Book 9700, page 297, in the Register's Office for Davidson County, Tennessee.

4. The following matters shown on the ALTA/NSPS Land Title Survey prepared by L. Brandon Lambert with Chastain Skillman, Tennessee Registered Land Surveyor No. 2828, dated August 10, 2022, and designated as Project No. 1020503:

   (a) Public Utility and Drainage Easement;
   (b) Fence encroaching upon adjoining property to Southwest; and
   (c) Overhead utility lines in the Southwest portion of said property.

5. Terms and conditions of unrecorded leases affecting the Property, including, the lease evidenced by that certain Memorandum of Lease by and between CPC-8 to 5, L.P., a Tennessee limited partnership and Vanderbilt University Medical Center, a Tennessee non-profit corporation, dated March 15, 2021, recorded on April 12, 2021, in Instrument Number 202104120047947, said Register's Office.

6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, of record in Instrument No. 20220728-0086214, in the Register's Office for Davidson County, Tennessee.

Certificate of Authenticity

I, Vanessa Small, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

District of Columbia

~~State of~~ _____

~~County of~~ _____

Personally appeared before me, Kimberly E Rodarte, a notary public for this county and state, Vanessa Small who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

This 16 day of August, 2022

Notary's Signature

KIMBERLY E. RODARTE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires December 14, 2025

My Commission Expires

Notary's Seal (If on paper)

KIMBERLY E. RODARTE NOTARY PUBLIC EXP. 12-14-25 DISTRICT OF COLUMBIA