Karen Johnson Davidson County
Batch# 926929 DEEDWARRSP
10/07/2022 10:30:30 AM 10 pgs
Fees: $53.00 Taxes: $119,140.00
20221007-0110620

SPECIAL WARRANTY DEED

FROM: Smokey Point Plaza Investors, LLC, a Washington limited liability company, LMS 2, LLC, a Wyoming limited liability company, and PC Avalon Holdings, LLC, a Utah limited liability company

TO: Avalon of Hermitage Owner LLC, a Delaware limited liability company

Address New Owner as follows:	Send Tax Bills to:	Map-Parcel Number:
c/o CREE Capital LLC 242 S Washington Blvd, Ste 313 Sarasota, FL 34236	(same)	Map 86, Parcel 92

THIS INSTRUMENT PREPARED BY: Clark Business Law, PLLC
199 North 290 West, Suite 100, Lindon, Utah 84042

STATE OF UTAH)
COUNTY OF SALT LAKE)

First American Title
National Commercial Services
NCS File # 1136723

I hereby swear or affirm that, to the best of my knowledge, information , and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is Thirty-Two Million Two Hundred Thousand Dollars and No/100 ($32,200,000.00), which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Notary Public - State of Utah
KIRSTEN LEE PARKIN
Comm. #715791
My Commission Expires
December 15, 2024

Affiant

Subscribed and sworn to before me, this the 6 day of October, 2022.

Notary Public

My Comm. Expires: 12/15/2024

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and

sufficiency of which are hereby acknowledged **SMOKEY POINT PLAZA INVESTORS, LLC,** a Washington limited liability company, as to a 33.33% undivided tenant-in-common interest, **LMS 2, LLC,** a Wyoming limited liability company, as to a 40.53% undivided tenant-in-common interest, and **PC AVALON HOLDINGS, LLC,** a Utah limited liability company, as to a 26.14% undivided tenant-in-common interest, hereinafter collectively called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto, **AVALON OF HERMITAGE OWNER LLC**, a Delaware limited liability company, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit (the "Property"):

(remainder of page intentionally blank; property description follows)

SITUATED in Davidson County, Tennessee, and within the corporate limits of the City of Nashville, Tennessee, and being property platted in Hermitage Creste, as shown by plat recorded in Plat Book 7900, page 959, in the Davidson County Register's Office, and being more particularly described as follows:

BEGINNING at a point in the easterly right-of-way line of Andrew Jackson Way, 60 feet in width, at the center of Dry Fork Creek, at a corner common with Lot 1A of the Resubdivision of Lot 1A, Northlake Village, as of record in Plat Book 9700, page 35, in the Davidson County Register's Office, also being the property conveyed to Northlake Village Shopping Center, LLC, as recorded as Instrument No. 20000810-0079584, in the Davidson County Register's Office, said point being located at Northing: 673,948.80; Easting: 1,789,134.57; on the State Plan Coordinate System NAD-83; thence leaving the center of Dry Fork Creek, with the easterly right-of-way line of Andrew Jackson Way, with a curve to the right, along an arc length of 978.47 feet, the central angle of which is 19 deg. 18 min. 59 sec., the radius of which is 2902.32 feet, the chord of which is North 03 deg. 27 min. 13 sec. West, 973.84 feet to an existing iron rod; thence leaving the easterly right-of-way line of Andrew Jackson Way, with the southerly property line of Bret Ridge Subdivision, as of record in Plat Book 6900, page 121, in the Davidson County Register's Office, South 82 deg. 06 min. 38 sec. East, 735.79 feet to an existing iron rod, in the westerly property line of Lot 64 of Phase 1, Section 2, Jackson's Retreat, as of record in Plat Cabinet 5200, page 334, in the Davidson County Register's Office, also being the property of Ronald Miller, as recorded as Instrument No. 20070110-0004133, in the Davidson County Register's Office; thence with the westerly property line of Lot 64, South 07 deg. 36 min. 46 sec. West, 63.82 feet to an existing pk nail, at a corner common with Lot 92 of Phase II, Jackson's Retreat, as of record in Plat Book 5200, page 473, in the Davidson County Register's Office, also being the property of Debra M. Minello, as recorded as Instrument No. 20071214-0143876, in the Davidson County Register's Office; thence with the westerly property line of said Lot 92, South 01 deg. 48 min. 26 sec. East, 308.69 feet to an existing concrete monument at a corner common with Lot 93 of Phase II, Jackson's Retreat, also being the property of Charles R. Fite, et. ux., as recorded in Deed Book 8473, page 444, in the Davidson County Register's Office; thence with the southerly property line of said Lot 93, South 62 deg. 56 min. 29 sec. East, 399.84 feet to an existing concrete monument at corner common with Lot 97 of Phase II, Jackson's Retreat, also being the property of Charlene R. Garcia, as recorded as Instrument No. 20071017-0123086, at the Register's Office for Davidson County, Tennessee, and with Lot 103 of Phase II, Jackson's Retreat, also being the property of Patrick F. Buckman, et. ux., as recorded in Deed Book 6739, page 904, in the Davidson County Register's Office; thence with the westerly property line of said Lot 103,

South 20 deg. 12 min. 07 sec. East, 335.52 feet to an existing concrete monument at a corner common with Lot 241 of Phase V-B, Revised Jackson's Retreat as recorded in Plat Book 6250, page 905, in the Davidson County Register's Office, also being the property of Francisco Alduenda, as recorded as Instrument No. 20000907-0088458, in the Davidson County Register's Office, and at a corner common with Lot 235 of Phase V-B, Revised Jackson's Retreat, also being the property of Stephen A. Cowman, et. ux., as recorded in Deed Book 7539, page 262, in the Davidson County Register's Office; thence with the westerly property line of said Lot 235, South 21 deg. 46 min. 45 sec. West, 154.95 feet to an existing concrete monument in the northerly right-of-way line of Market Square; thence with the northerly right-of-way line of Market Square, North 68 deg. 19 min. 34 sec. West, 50.05 feet to an iron rod set; thence with a curve to the right, along an arc length of 24.89 feet, the central angle of which is 35 deg. 39 min. 33 sec., the radius of which is 40.00 feet, the chord of which is North 50 deg. 29 min. 48 sec. West, 24.49 feet to an iron rod set; thence leaving the northerly right-of-way line of Market Square, with the westerly cul-de-sac of Market Square with a curve to the left, along an arc length of 175.45 feet, the central angle of which is 251deg.19 min. 06 sec., the radius of which is 40.00 feet, the chord of which is South 21 deg. 40 min. 26 sec. West, 65.00 feet to an iron rod set; thence leaving the westerly cul-de-sac of Market Square, with the southerly right-of-way line of Market Square, with a curve to the right, along an arc length of 24.89 feet, the central angle of which is 35 deg. 39 min. 33 sec., the radius of which is 40.00 feet, the chord of which is South 86 deg. 09 min. 20 sec. East, 24.49 feet to an iron rod set at a corner common with Lot 234 of Phase V-B, Revised Jackson's Retreat, also being the property of Mark A. Helstein, et. ux, as recorded in Deed Book 7519, page 918, in the Davidson County Register's Office; thence with the westerly property line of said Lot 234, South 21 deg. 48 min. 12 sec. West, passing an existing concrete monument at 100.02 feet for a total distance of 122.82 feet to a point in the center of Dry Fork Creek, and being the northerly property line of said Lot 1A of the Resubdivision of Lot 1A, Northlake Village; thence with the northerly property line of said Lot 1A, and the center of Dry Fork Creek, the following seven calls: South 87 deg. 22 min. 11 sec. West, 128.09 feet to a point; North 40 deg. 36 min. 59 sec. West, 163.20 feet to a point; North 56 deg. 51 min. 59 sec. West, 329.30 feet to a point; North 82 deg. 19 min. 59 sec. West, 114.70 feet to a point; South 60 deg. 05 min. 01 sec. West, 59.30 feet to a point; North 72 deg. 10 min. 59 sec. West, 66.80 feet to a point; South 84 deg. 59 min. 01 sec. West, 237.58 feet to the point of BEGINNING, containing 925,852 square feet or 21.255 acres, more or less.

The foregoing description was prepared from the survey of Cherry Land Surveying, Inc., 622 West Iris Drive, Nashville, TN 37204, dated June 29, 2009.

Being the same property conveyed to Smokey Point Plaza Investors, LLC, a Washington limited liability company, as to a 33.33% undivided tenant-in-common interest, LMS 2, LLC, a Wyoming limited liability company, as to a 40.53% undivided tenant-in-common interest, and PC Avalon Holdings, LLC, a Utah limited liability company, as to a 26.14% undivided tenant-in-common interest, by Special Warranty Deed from Holrob Avalon Apartments, LLC, a Tennessee limited liability company, dated October 29, 2015, and recorded as Instrument No. 20151029-0110197, in the Davidson County Register's Office.

Said property is transferred subject to the limitations, restrictions, and encumbrances of record and as set forth below.

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 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 in the public records.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the public records.
8. 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 7900, Page 864 and Book 7900, Page 959, in the Register's Office of Davidson County, Tennessee.
11. Terms and provisions of Easement and Right of Entry Agreement, by and between VSC Cable, Inc. dba Viacom Cable and Hermitage Creste Apts, L. P., of record in Book 10046, Page 753, in the Register's Office of Davidson County, Tennessee.
12. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, by and between Holrob Avalon Apartments, LC and The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, of record in Instrument No. 201403060019010, in the Register's Office of Davidson County, Tennessee.
13. Easement for the flow of the waters of Dry Fork Creek, and the rights of the public therein.
14. Rights of upper and lower riparian owners to the flow of the waters of Dry Fork Creek, free from diminution or pollution.
15. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of Dry Fork Creek.
16. Rights of parties in possession not shown by the public records.

This is improved property commonly known as 3501 Andrew Jackson Way, Hermitage, Tennessee 37076.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors

and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the matters of record and as set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(remainder of page intentionally blank; signature pages follow)

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 30 day of September, 2022, to be effective as of the 6 day of October, 2022.

PC Avalon Holdings, LLC,
a Utah limited liability company

By: PCMFM, LLC,
a Utah limited liability company,
its Manager

By: _____
Name: Jamie Dunn
Title: Manager

STATE OF Utah)

COUNTY OF Utah)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jamie Dunn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the Manager of PCMFM, LLC, a Utah limited liability company, which is the Manager of PC Avalon Holdings, LLC, a Utah limited liability company, the within named grantor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the foregoing entity.

Witness my hand and seal, this the 30 day of September, 2022.

_____
NOTARY PUBLIC

My Commission Expires: 10-15-2023

SADIE STAHURA
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 708646
COMM. EXP. 10-15-2023

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 3rd day of October, 2022, to be effective as of the 6 day of October, 2022.

Smokey Point Plaza Investors, LLC,
a Washington limited liability company

By: The Thomas and Linda Whitaker Trust,
its sole member

By: Linda Whitaker
Name: Linda Whitaker
Title: Trustee

STATE OF Utah)
COUNTY OF Wasatch)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Linda Whitaker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the Trustee of The Thomas and Linda Whitaker Trust, which is the sole member of Smokey Point Plaza Investors, LLC, a Washington limited liability company, the within named grantor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the foregoing entity.

Witness my hand and seal, this the 3rd day of October, 2022.

Alisha Wood
NOTARY PUBLIC

My Commission Expires: 2/22/23

ALISHA WOOD
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 704765
COMM. EXP. 02-22-2023

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 1st day of October, 2022, to be effective as of the 6 day of October, 2022.

LMS 2, LLC,
a Wyoming limited liability company

By: Michael Sherman
Name: MICHAEL SHERMAN
Title: Manager

STATE OF California)

COUNTY OF Los Angeles)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael Sherman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the Manager of LMS 2, LLC, a Wyoming limited liability company, the within named grantor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the foregoing entity.

Witness my hand and seal, this the 1st day of October, 2022.

NOTARY PUBLIC

My Commission Expires: 09/14/2025

BAHRAM EFTEKHARI
COMMISSION #2375162
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Commission Expires September 14, 2025

Tennessee Certification of Electronic Document

I, Aaron C. Hansen, 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 October 6, 2022 (date of document).

Affiant Signature

10/6/2022
Date

State of Utah
County of Salt Lake

Sworn to and subscribed before me this 6 day of October, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 12/15/2024

NOTARY'S SEAL

