Karen Johnson Davidson County
Batch# 948153 DEEDWARRSP
12/06/2022 08:36:30 AM 4 pgs
Fees: $23.00 Taxes: $12,073.33
20221206-0127051

THIS INSTRUMENT PREPARED BY:
John A. Beam, III
Attorney-at-law
709 Taylor Street
P.O. Box 280240
Nashville, Tennessee 37208

FROM: Cumberland View Towers, Inc. (the "GRANTOR")

TO: Cumberland Tower, LP (the "GRANTEE")

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO:
Cumberland Tower, LP 795 Ridge Lake Blvd Ste 300 Memphis, TN 38120-9475	SAME	052 04 0 087.00

SPECIALWARRANTY DEED

FOR AND IN CONSIDERATION of the total sum of Three Million Two Hundred Sixty Three Thousand Sixty and 80/100's Dollars ($3,263,060.80), the receipt and sufficiency of which is hereby acknowledged, Cumberland View Towers, Inc., a Tennessee non-profit corporation, has bargained and sold, and by these presents does transfer and convey unto Cumberland Tower, LP, a Tennessee Limited Partnership, its successors and assigns, a certain tract or parcel of land located in Davidson County, Tennessee and described as follows, to wit:

> Beginning at an iron pin on the easterly R.O.W. line of Cheyenne Blvd., 30' east of the centerline, said pin being S20°21'W, 1103' from the intersection of the centerlines of said Cheyenne Blvd., and Canton Pass Road; thence with said easterly R.O.W. line of Cheyenne Blvd., N33°19'W, 1109.74' to the point of the beginning of a curve; thence with a curve to the left with a central angle of 44°30' and a radius of 830' a distance of 391.85' to an iron pin in an established fence; thence with said fence N8°28'W, 129.5' to a point in another established fence; thence with said fence S88°11'E, 400'; S86°E, 423.5' to a point in the low water line of the Cumberland River; thence with said low water line, but measured and described by the chord of the curves S27°26'E, 850.0'; S38°31'E, 275.5' to a point; thence S56°41'W, 567.6' to the point of beginning and containing 18.75 acres or 816,792.1 square feet.
>
> Being the same property conveyed to Cumberland View Towers, Inc., a Tennessee not-for-profit corporation by Warranty Deed dated September 29, 1978, of record in Book 5345, Page 660, Register's Office for Davidson County, Tennessee.
>
> This is improved property, known as 1201 Cheyenne Boulevard, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Cumberland Tower, LP, its successors and assigns, forever.

And it does covenant with the said Cumberland Tower, LP that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for the following:

(a) Taxes for the year 2022 and subsequent years, a lien currently due and payable, said taxes having been prorated and assumed by the Grantee.

(b) Easement No. 2: Beginning at a point in the centerline of Easement No. 1, thence North 30°-31' East, 125.0 feet; thence North 59°-29' West, 33.5 feet to a point, said point being

the end of Easement No. 2 and the beginning point of Easement No. 3, as hereinafter described.

(c) Easement No. 3: Beginning at a point in the centerline of Easement No. 2, as hereinabove described; thence North 15°-31' East, 160.5 feet to a point; thence North 29°-42' West, 990 feet, more or less, to a point in the common property line of the J. R. Coarsey and the H. H. Richardson property, the deed for which is of record in Book 2644, Page 609, R.O.D.C., Tennessee, and the property of the conveyor, 3535 feet, more or less, eastwardly from the easterly margin of Larkin Springs Road.

Said Easements Nos. 1 and 3, having a total width of 20 feet measured equi-distance on either side of the aforedescribed lines and with said lines extended.

Said Easement No. 2, having a total width of 40 feet measured equi-distance on either side of the aforedescribed line and with said line extended.

(d) Easement: Beginning at a point on the South property line 75' South East of the beginning corner of the tract in which this easement lies; thence parallel to the East R.O.W. line of Cheyenne Blvd. to the point where this easement line intersects easement No. 2. Said easement being 20' wide and lying East of this described West R.O.W. line of herein described New easement.

(e) Permanent easement and right of way in favor of Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage recorded in Book 3641, Page 253, Register's Office for Davidson County, Tennessee.

(f) Permanent easement and/or right of way in favor of Cumberland View Towers, Inc., as set forth in Agreement for Dedication of Easement recorded September 27, 1978 in Book 5343, Page 43, Register's Office for Davidson County, Tennessee.

(g) Easements and matters as set forth on survey as set forth in Warranty Deed dated September 29, 1978 and recorded October 3, 1978 in Deed Book 5345, Page 660, Register's Office for Davidson County, Tennessee.

(h) Matters as set forth on Survey recorded in Plat Book 5200, Page 99, Register's Office for Davidson County, Tennessee.

(i) Memorandum of Building and Rooftop Lease Agreement evidencing a lease and easement by and between Cumberland View Towers, Inc. (Lessor) and Tritel Communications, Inc. (Lessee), dated May 6, 1999 and recorded September 22, 1999 in Book 11671, Page 303, Register's Office for Davidson County, Tennessee.

(j) Non-Disturbance and Attornment Agreement by and between Cumberland View Towers, Inc. (Lessor) and AT&T Mobility as successor in interest to Tritel Communications Inc. (Lessee), dated September 1, 2013 and recorded September 17, 2013 as Document No. 20130917-0097915, Register's Office for Davidson County, Tennessee.

(k) Lease Agreement evidencing a lease by and between Cumberland View Towers (Landlord) and Laundries, Inc. (Tenant), dated June 1, 1997 and recorded May 14, 1997 in Book 10454, page 546, Register's Office for Davidson County, Tennessee.

(l) Subordination, Non-Disturbance and Attornment Agreement by and between Cumberland View Towers, Inc. (Lessor) and Coinmach Corporation (Lessee), dated September 1, 2013 and recorded September 18, 2013 as Document No. 20130918-0098378, Register's Office for Davidson County, Tennessee.

(m) Use Agreement by and between Cumberland View Towers, Inc., a Tennessee non-profit corporation, and the Secretary of Housing and Urban Development, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner, dated September 1, 2013 and recorded September 17, 2013 as Document No. 20130917-0097911, Register's Office for Davidson County, Tennessee.

(n) Regulatory Agreement between Cumberland View Towers, Inc., a Tennessee not-for-profit corporation, and the Secretary of Housing and Urban Development, dated November 3, 1978 and recorded November 6, 1978 in Book 5360, Page 190, and re-

recorded in Book 5360, Page 613, Register's Office for Davidson County, Tennessee.

(o) Regulatory Agreement for Multifamily Projects between Cumberland View Towers, Inc., a Tennessee non-profit corporation, and the United States Department of Housing and Urban Development, dated September 1, 2013 and recorded September 17, 2013 as Document No. 20130917-0097913, Register's Office for Davidson County, Tennessee.

(p) Rights or claims of tenants in possession, as tenants only, pursuant to unrecorded lease agreements.

And GRANTOR does further covenant and bind itself, its successors and assigns, that it has done nothing to impair the title as received by GRANTOR, and it will warrant and defend the title against the lawful claims of all persons claiming by or through it in their representative capacity, but not further or otherwise.

WITNESS my hand this 2nd day of December, 2022.

CUMBERLAND VIEW TOWERS, INC.

By: Myron Johnson
Myron Johnson, Chairman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said State and County, Myron Johnson, Chairman of the Board of Cumberland View Towers, Inc., with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes therein contained.

Witness my hand, at office, this 2nd day of December, 2022.

Leslie Walsh
NOTARY PUBLIC

Leslie Walsh State of Tennessee Notary Public Davidson County

My Commission Expires: 1.3.23

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 3,263,060.80.

S/ John R. Boa
AFFIANT

Subscribed and sworn to before me this 2nd day of December, 2022.

Leslie Walsh
NOTARY PUBLIC

Leslie Walsh State of Tennessee Notary Public Davidson County

My Commission Expires: 1.3.23

Tennessee Certification of Electronic Document

I, Amanda Gattinger, 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 December 2, 2022 (date of document).

Affiant Signature

December 5, 2022
Date

State of Ohio

County of Hamilton

Sworn to and subscribed before me this 5th day of December, 2022.

Samantha Musser
Notary's Signature

MY COMMISSION EXPIRES:_____

NOTARY'S SEAL

SAMANTHA MUSSER
Notary Public, State of Ohio
My Commission Expires
March 19, 2025