Karen Johnson Davidson County
Batch# 1021703 DEEDWARRSP
06/30/2023 02:42:30 PM 7 pgs
Fees: $38.00 Taxes: $325,600.00
20230630-0050314

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 22nd day of June, 2023 by and between **2400 TNWESTEND AVENUE, LLC,** a Tennessee limited liability company, party of the first part, and **PSOF NASHVILLE PROPCO, LLC,** a Delaware limited liability company, party of the second part.

W I T N E S S E T H:

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A"

The aforesaid property is conveyed and accepted subject to the items described on attached Exhibit "B", incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto appertaining unto the said party of the second part, its successors, and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as aforesaid; and that the title and quiet possession thereto it will warrant and defend against the lawful claims of all persons claiming by, through, or under party of the first part, but not further or otherwise.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their gender and number according to the context thereof.

WITNESS the signature of the party of the first part the day and year first above written.

MAIL TAX BILLS TO:(Person or Agency responsible for payment of taxes)
PSOF Nashville Propco, LLC c/o Peachtree Hotel Group, LLC Attn: Kevin Cadin3500 Lennox Road, Suite 625
Atlanta, GA 30326

SELLER:

2400 TNWESTEND AVENUE, LLC, a Tennessee limited liability company

By: _____
Name: Robert M. Rogers
Title: Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commission and qualified, personally appeared Robert M. Rogers. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he is the Manager of 2400 TNWESTEND AVENUE, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company.

WITNESS my hand and Notarial Seal at office this 16th day of June, 2023.

LISA K. McCONNAUGHEY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

Notary Public

My Commission Expires:

____

****

PROPERTY ADDRESS:
1.35 Acres
Davidson County, TN

Tax Parcel I.D. #: 092 15 0 137.00

MAIL TAX BILLS TO:
(Person or Agency responsible for payment of taxes)

PSOF Nashville Propco, LLC
c/o Peachtree Hotel Group, LLC
Attn: Kevin Cadin
3500 Lennox Road, Suite 625
Atlanta, GA 30326

THIS INSTRUMENT PREPARED BY:
Boyd L. Rhodes, Jr., Esq.
6070 Poplar Avenue, Suite 300
Memphis, Tennessee 38119

State Tax	$325,600.00
Register's Fee	$ 1.00
Document Fee	$ 2.00
Recording fee	$ 25.00
Total	$325,628.00

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $88,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

SUBSCRIBED AND SWORN to before me this 21 day of June, 2023.

Notary Public

My Commission Expires:
7-19-24

ALANNA UHDE
NOTARY PUBLIC
GEORGIA
EXPIRES JULY 19, 2024
FULTON COUNTY

101138354.1

202306300050314

EXHIBIT "A"

LEGAL DESCRIPTION

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 1 AS SHOWN ON THE FINAL PLAT ENTITLED "2400 WEST END SUBDIVISION (SUBSIDIVISION NO. 2011S-099-001) OF RECORD AT INSTRUMENT NO. 201204180033265 IN THE REGISTER'S OFFICER OF DAVIDSON COUNTY, TENNESSEE

BEING THE SAME PROPERTY CONVEYED TO 2400 TNWESTEND AVENUE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM RMRTN WESTEND, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 201101030000645, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B"

EXCEPTIONS

The aforesaid property is conveyed and accepted subject to the following:

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 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 2023 and subsequent years, not yet due and payable.

   Tax Identification No. 092 15 0 137.00: 2022 Davidson County Taxes are Paid in the amount of $500,164.52; No City taxes.

10. All matters shown on plat(s) of record in Plat Book 21, Page 141; Instrument No. 201204180033265, as affected by Ratification and Approval of Final Plat in Instrument No. 20126070049815, in the Register's Office of Davidson County, Tennessee.

11. Matters contained in Deed of record in Book 268, Page 510, in the Register's Office of Davidson County, Tennessee.

12. Matters contained in Deed of record in Book 270, Page 591, in the Register's Office of Davidson County, Tennessee.

13. Matters contained in Deed of record in Book 270, Page 593, in the Register's Office of Davidson County, Tennessee.

14. Matters contained in Deed of record in Book 271, Page 230, in the Register's Office of Davidson County, Tennessee.

15. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Vianda Hale Hill and George N. Spiva and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 6497, Page 767, the Register's Office of Davidson County, Tennessee.

16. Terms and provisions of Inspection and Maintenance Agreement for Private Stormwater Management Facilities, by and between 2400 TNWESTEND Avenue, LLC and Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Instrument No. 2012020200009343, in the Register's Office of Davidson County, Tennessee.

17. 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.

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

19. The following matters disclosed by an ALTA/NSPS survey made by All Terrain Surveying, LLC, coordinated by American National, bearing the certification seal of Robert Paul Bannerman, RLS, TN Reg. No. 2037 on February 24, 2023, last revised _____, 2023, designated Job No. _____, the "Survey":

a. concrete walkway extends to 1.3' onto the Land at the northwest corner;
b. retaining wall extends 0.8' into right of way along the northeastern boundary of the Land;
c. building extends 0.2 past building setback at the northwestern boundary of the Land;
d. building encroaches into sewer easement recorded at Book 6497, page 767;
e. building encroaches into 20' drainage easement recorded as Instrument No. 20120418033265.

Tennessee Certification of Electronic Document

I, HEATHER TOWNSEND, 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 June,26, 2023 (date of document).

Affiant Signature

June,22,2023
Date

State of GEORGIA

County of FULTON

Sworn to and subscribed before me this 26 day of June, 2023.

Notary's Signature

MY COMMISSION EXPIRES: NOVEMBER 22, 2025

NOTARY'S SEAL

KAREN H CUMMINGS
Notary Public, Georgia
Clayton County
My Commission Expires
November 22, 2025