Karen Johnson Davidson County
Batch# 1058853 DEEDWARRSP
10/06/2023 04:07:30 PM 11 pgs
Fees: $58.00 Taxes: $367,546.90
20231006-0079096

SPECIAL WARRANTY DEED

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
TARR HARPETH LLC One Federal Street, 17th Floor Boston, Massachusetts 02110 Attn: Christine Elmore	Map/Parcel No. 11400036100	Same Address As New Owner
This instrument prepared by: Stutzman, Bromberg, Esserman & Plifka, P.C., 2323 Bryan Street, Suite 2200, Dallas, Texas 75201, Attn: Kenneth F. Plifka		

STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

The actual consideration for this transfer is $99,337,000.00.

Pam Cox, as agent

Affiant

Sworn to and subscribed before me, this 6th day of October, 2023.

Notary Public Rena Lu

My Commission Expires: _____

RENA LU
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 12-30-2025

Date: October 6, 2023

Grantor: CRP/Crescent Harpeth Heights, LLC, a Delaware limited liability company

Grantee: TARR HARPETH LLC, a Delaware limited liability company

Grantee's Mailing Address: One Federal Street, 17th Floor
Boston, Massachusetts 02110

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property: That certain tract or parcel of land (the "*Land*") located in Davidson County, Tennessee, and more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes, together with all buildings and then-existing improvements thereon, including all facilities, parking garages, improvements, structures and fixtures, if any, located on the Land (collectively, the "*Improvements*"), and all of Seller's rights, title and interests in and to, if any, all appurtenances of the Land, including, without limitation, easements or rights-of-way relating thereto, and, without warranty, all right, title, and interest, if any, of Grantor in and to the land lying within any street or roadway adjoining the Land or any vacated or hereafter vacated street or alley adjoining said Land (collectively with the Land, the "*Property*").

Exceptions to Conveyance and Warranty: This conveyance and the warranties of title herein are expressly made subject to all matters listed on Exhibit "B" attached hereto and incorporated herein for all purposes to the extent such matters are valid, subsisting and affect the Land (the foregoing are, collectively, the "*Permitted Exceptions*").

Restrictions: The Property herein conveyed is further subject to the restrictions set forth on Exhibit "C" attached hereto and incorporated herein for all purposes.

Conveyance: Grantor, for the consideration and subject to the Permitted Exceptions, hereby grants, bargains, sells and conveys unto Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD it to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or who might claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[*signatures begin on the following page*]

IN WITNESS WHEREOF, Grantor has executed this deed as of the date set forth above.

GRANTOR:

CRP/CRESCENT HARPETH HEIGHTS, LLC,
a Delaware limited liability company

By: CRP/Crescent Harpeth Heights Venture, LLC,
a Delaware limited liability company,
its sole member

By: Crescent Harpeth Heights Venture, LLC,
a Delaware limited liability company,
its operating member

By: Crescent Communities, LLC,
a Delaware limited liability company,
its manager

By: _____
Name: Jason LaBonte
Title: Executive Vice President

STATE OF North Carolina
COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: Jason LaBonte, Executive Vice President of Crescent Communities, LLC, a Delaware limited liability company, which is the manager of Crescent Harpeth Heights Venture, LLC, a Delaware limited liability company, which is the operating member of CRP/Crescent Harpeth Heights Venture, LLC, a Delaware limited liability company, which is the sole member of CRP/Crescent Harpeth Heights, LLC.

Date: October 2, 2023

PAMELA PITSER
Notary Public
Mecklenburg
County
My Comm. Exp.
11-19-2027
NORTH CAROLINA

_____
Signature of Notary Public
Printed Name: Pamela Pitser
My commission expires: 11-19-2027

EXHIBIT A
LEGAL DESCRIPTION

TRACT I:

(Davidson County Tax Map 114, Part of Parcel 318)

Being a parcel of land located in the Urban Services District, 22nd Councilmanic District of Nashville, Davidson County, Tennessee; generally being located between Interstate 40 and Old Hickory Boulevard and south of the interchange of same, and being a part of the property conveyed to CRP/Harpeth Heights, LLC, a Delaware limited liability company, by Special Warranty Deed recorded in Instrument 20210115-0007393, in the Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING at a 1/2" iron pin set on the southerly line of Lot 1, Phase 2, Westview Plaza of record in Book 7900, page 621, R.O.D.C., said iron pin being S 75° 56' 11" E, 54.83 feet from a 1/2" iron pin found stamped Mosley on the easterly right of way line of Interstate 40, same being the westerly most corner of said Lot 1;

THENCE, along the aforesaid Lot 1 and continuing with Lot 2, Phase 3, Westview Plaza of record in Instrument No. 200109200-101746, R.O.D.C., and also part of Lot 3, Westview Plaza of record in Book 9700, page 676, R.O.D.C., S 75°56'11'' E, for a total distance of 679.06 feet to a 1/2" iron pin set at a common corner with Lot 3, Phase 3, Westview Plaza of record in Plat Book 9700, page 676, R.O.D.C.;

THENCE, continuing with Lot 3 the following calls:

S 82° 32' 51" E, 199.23 feet to a 1/2" iron pin found,
N 41° 31' 45" E, 24.21 feet to a 1/2" iron pin found in the westerly right of way line of Old Hickory Boulevard;

THENCE, leaving Lot 3 with the westerly right of way line of Old Hickory Boulevard the following calls:

N 85° 57' 01" E, 2.42 feet to a 1/2" iron pin set,
S 03° 54' 50" E, 110.51 feet to a 1/2" iron pin set being a common corner with Harmony Hospitality of record in Instrument No. 20150120-0005255, R.O.D.C.;

THENCE, leaving the westerly right of way line of Old Hickory Boulevard with Harmony Hospitality the following calls:

N 84° 20' 15" W, 272.88 feet to 1/2" iron pin found,
S 14° 03' 24" W, 117.01 feet to a 5/8" iron pin found,
S 29° 49' 39" W, 220.73 feet to an 3/4" iron pin found being a common corner with Lat Bellevue Ridge, LLC of record in Instrument No. 20130925-0100686, R.O.D.C.;

THENCE, leaving Harmony Hospitality with Lat Bellevue Ridge, LLC the following calls:

S 32° 52' 01" W, 731.18 feet to a 1/2" iron pin found,
N 68° 08' 58" W, 211.50 feet to a 5/8" iron pin found,
N 60° 49' 08" W, 128.40 feet to 5/8" iron pin found,
N 65° 18' 24" W, 100.90 feet to a 5/8" iron pin found,
N 68° 50' 47" W, 110.32 feet to a 1/2" iron pin set;

THENCE, leaving Lat Bellevue Ridge, LLC the following calls:

N 32° 50' 19" E, 344.00 feet to a point,
With a curve to the left, having a central angle of 90° 02' 20", a radius of 47.07 feet, a tangent of 47.10 feet, a chord bearing and length of N 12° 10' 51" W, 66.58 feet for an arc length of 73.96 feet to a new iron rod,
N 57° 12' 01" W, 5.72 feet to a point;
N 32° 48' 00" E, 23.00 feet to a point,
N 57° 12' 00" W, 38.07 feet to a PK nail set,
N 47° 54' 43" E, 578.83 feet to a PK Nail set,

THENCE, N 42° 04' 58" W, 224.46 feet to the **POINT OF BEGINNING.**

Containing 647,009 square feet or 14.85 acres, more or less.

Being a portion of the same property conveyed to CRP/Crescent Harpeth Heights, LLC, a Delaware limited liability company by Special Warranty Deed recorded in Instrument No. 20210115-0007393 in the Register's Office for Davidson County, Tennessee. Further being a portion of the same property conveyed to Sam's Real Estate Business Trust, a Delaware statutory trust, by deeds of record in Instrument No. 20060622-0074764, Instrument No. 20070116-0006421, and Instrument No. 20190513-0044540, in the Register's Office for Davidson County, Tennessee.

TRACT II:

(Davidson County Tax Map 114, Parcel 308)

Land in Davidson County, Tennessee, being Lot No. 2, on the Plan of Final Plat, Resubdivision of Lots 2 and 4, Phase III, Westview Plaza, as shown on plat of record as Instrument No. 20010920-0101746, in the Register's Office for Davidson County, Tennessee, to wit:

BEGINNING at 1/2" iron pin found at the southwest corner of Lot 2, as shown in Instrument No. 20010920-0101746, also being the southeast corner of Lot 1, as shown in Plat Book 7900, Page 621; thence with said Lot 1 N 08°31'05" E a distance of 207.67 feet to a 1/2" iron pin found; thence with Lot 4, as shown in Instrument No. 20010920-0101746, as follows: S 50°21'15" E a distance of 89.82 feet to a 1/2" iron pin found; thence S 86°21'32" E a distance of 104.50 feet to a 1/2" iron pin found; thence with Lot 3, as shown in Plat Book 9700, Page 676, as follows: with a curve

turning to the right with an arc length of 141.23 feet with a radius of 200.00 feet with a chord bearing of S 11°34'10" E, with a chord length of 138.32 feet to a 5/8" iron pin found; thence S 08°39'37" W a distance of 62.66 feet to a Cut "X" found; thence with the Sam's Real Estate Business Trust property recorded in Instrument No. 20190513-0044540 (Tract I) N 75°52'11" W a distance of 229.46 feet to the **POINT OF BEGINNING**, having an area of 40135 square feet, 0.921 acres, more or less.

Being a portion of the same property conveyed to CRP/Crescent Harpeth Heights, LLC, a Delaware limited liability company, by Special Warranty Deed recorded in Instrument No. 20210115-0007393 in the Register's Office for Davidson County, Tennessee. Further being a portion of the same property conveyed to Sam's Real Estate Business Trust, a Delaware statutory trust, by deeds of record in Instrument No. 20190513-0044540, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments which are not shown as existing liens by the public record.

2. All zoning and building laws, ordinances, maps, resolutions and regulations of all governmental authorities.

3. The rights of tenants, as tenants only, under existing lease agreements on the Property.

4. Subdivision restrictions, building lines and easements of record in Plat Book 6250, Page 182; Plat Book 7900, Page 621, and in Plats of record at Instrument Nos. 20010920-0101746 and 20210519-0067525, in the Register's Office of Davidson County, Tennessee. Setback lines and easements as approximately shown on Survey prepared by Barge Design Solutions , Inc., dated September 28, 2023, Project No. 3723002 (the "Survey"), as follows:

   a) 55' H.V.U.D. utility easement (Tract I)
   b) 55' x 265' joint access and public utility easement (Tract I)
   c) Drainage easement (Tract II)
   d) N.E.S. overhead and 40' ingress/egress easement (Tract II)
   e) H.V.U.D. utility easements (Tract I)
   f) 15' front building setback (Tract I)
   g) 25' joint access easement (Tract I)
   h) Public utility & drainage easements (Tract I)
   i) 20' H.V.U.D. utility easement (Tract I)
   j) 10' drainage easements (Tract I)
   k) 49' public utility & drainage easement (Tract I)
   l) 40' H.V.U.D. utility easement
   m) 30' public utility & drainage easement (Tract I)
   n) 30' H.V.U.D. utility easement (Tract I)

4. Storm Water Detention Agreement of record in Book 6406, Page 17, in the aforesaid Register's Office and as approximately shown on the Survey.

5. 15' sewer easement as set forth in Agreement for Dedication of Easement for Sewer Line of record in Book 7142, Page 512, in the aforesaid Register's Office and as approximately shown on the Survey.

6. 15' sewer easement as set forth in Agreement for Dedication of Easement for Sewer Line of record in Book 7142, Page 514, in the aforesaid Register's Office, and as approximately shown on the Survey.

7. Drainage Easement as set forth in Warranty Deed of record in Book 7847, Page 343, in the aforesaid Register's Office, and as approximately shown on the Survey.

8. Drainage Easement as set forth in Warranty Deed of record in Book 7903, Page 73, in the aforesaid Register's Office, as approximately shown on the Survey.

9. 15' sewer easement as set forth in Agreement for Dedication of Sewer Easement of record in Book 8089, Page 718, in the aforesaid Register's Office, as approximately shown on the Survey.

10. 25' public utility easement as set forth in Agreement for Dedication of Public Utilities Easement of record in Book 8089, Page 722, in the aforesaid Register's Office, and as approximately shown on the Survey.

11. 15' sewer easement as set forth in Agreement for Dedication of Sewer Easement of record in Book 8248, Page 238, in the aforesaid Register's Office, and as approximately shown on the Survey.

12. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record at Instrument No. 20201218-0150077, in the aforesaid Register's Office.

13. Access Easement of record in Book 9130, Page 905, in the aforesaid Register's Office, and as approximately shown on the Survey.

14. Stormwater Detention Agreement of record at Instrument No. 20010809-0085965, in the aforesaid Register's Office.

15. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record at Instrument No. 20201218-0150077, in the aforesaid Register's Office.

16. Amended and Restated Access and Utility Easement of record at Instrument No. 20201211-0145290, as affected by Confirmation of Expiration of Termination Provisions (relating to Amended and Restated Access and Utility Easement) of record at Instrument No. 20210804-0104791, both in the aforesaid Register's Office. Easement as approximately shown on the Survey:

    a) 20' pedestrian easement

    b) Vehicular access easement No. 2

17. 20' Emergency Access Easement Agreement of record at Instrument No. 20201210-0144690, in the aforesaid Register's Office, and as approximately shown on the Survey.

18. Conditions and restrictions as set forth in Special Warranty Deeds of record at Instrument No. 20210115-0007393 and Instrument No. 20210115-0007394, in the aforesaid Register's Office.

19. Terms, provisions, easements, covenants, conditions, restrictions, charges and liens as set forth in Declaration of Easements, Covenants Conditions and Restrictions for Harpeth Heights of record at Instrument No. 20210115-0007399, in the aforesaid Register's Office. Easement as approximately shown on the Survey:

    a) Pedestrian access easement

20. Grant of Easement of record at Instrument No. 20130517-0050036, in the aforesaid Register's Office.

21. Location of overhead utilities, power poles, fire hydrants, water meters, water vaults, sanitary manholes, gas markers, fiber optic markers, storm drain manholes, storm drain inlets and water shutoff as approximately shown on the Survey.

EXHIBIT C
RESTRICTION AGAINST CONDOMINIUM

The Property shall hereafter be held, transferred, sold, leased and encumbered, conveyed, and occupied, subject to the covenants, conditions, and restrictions set forth in the numbered paragraphs immediately following (collectively, the "**Restrictive Covenants**"), each of which is for, and shall inure to the benefit of (i) Grantor, its successors and/or assigns, (ii) any constituent entity or affiliate of Grantor and any partner, member, shareholder, officer, or director of any such constituent entity or affiliate of Grantor, and (iii) any other person or entity who has been designated as a "**Benefited Person**," in a writing executed and delivered after the date hereof by either Grantor (or any successor or assign of Grantor) and filed for record with the Register of Deeds for Davidson County, Tennessee (each a "**Benefited Person**"):

1. For a period of five (5) years after the date hereof (the "**Term**"), (a) no Condominium shall be created covering the Property or any portion thereof, (b) no portion of the Property will be used, sold or advertised as any form of single family residence wherein the resident or occupant is the owner of a portion of the Property, (c) no Condominium Conversion shall be affected or implemented, nor shall a Condominium project be created, within the Property or any portion thereof, and (d) no Condominium Plat nor Declaration of Condominium shall be filed affecting the Property or any portion thereof without the prior written consent of Grantor. Any such conversion shall be deemed to have occurred at the time of the recordation of appropriate instruments pursuant to the Tennessee Condominium Act of 2008 (the "**Act**"), including Sections 66-27-21 through 66-27-507, as may be amended, supplemented or replaced from time to time, or other similar statute (the "**Condominium Conversion**"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Act.

2. In the event of the violation or breach of any of the Restrictive Covenants, each Benefited Person shall have the right to prosecute a proceeding at law or in equity against the party or parties who have violated or are attempting to violate any of the Restrictive Covenants, to enjoin or prevent them from doing so, to cause such violation to be remedied, including without limitation, court costs and attorney fees in enforcing the Restrictive Covenants. Without limiting the foregoing, any party or parties who now or hereafter owns or acquires fee title in or to any portion of the Property shall, and does hereby, to the fullest extent permitted by law, indemnify, defend and hold each Benefited Person harmless from and against any and all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses (including, without limitation, attorneys' fees and costs of litigation), which any of the Benefited Persons may suffer, incur or be obligated to perform but only to the extent arising out of such party or parties breach or failure to strictly comply with the Restrictive Covenants, including, without limitation, all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses arising or accruing as a result of any claims by subsequent owners of any portion of the Property (including owners of condominium units or owners of a cooperative, as the case may be) relating to (a) the development, design and construction of the Property and any defects, breaches of contract, errors, omissions, or negligence in connection therewith, or (b) any omissions, misrepresentations or misstatements in any conversion, condominium or cooperative documents, or (c) any other liabilities that Grantor could be responsible for under applicable local law as a result of a Condominium Conversion. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedy at law or in equity. Notwithstanding anything contained herein to the contrary, no Benefited Person shall have any right of repurchase or reversion as a result of the breach of the Restrictive Covenants.

3. The Restrictive Covenants are appurtenant to and run with the Property and shall be binding and enforceable against all parties having any right, title or interest in the Property, and their respective heirs, successors and assigns, and shall inure to the benefit of each Benefited Person. Upon expiration of the Term, the Restrictive Covenants shall be of no further force or effect without the necessity of Grantor or any Benefited Party having to release the Restrictive Covenants. Any current or prospective owner, lender, title insurer or other party having an interest in the

Property may conclusively rely simply upon the expiration of the Term by passage of time only as evidence of the termination of these Restrictive Covenants – i.e., without the need for any instrument signed by any Benefited Person or any other party.

4. Failure on the part of any Benefited Person to complain of any act or failure to act to enforce the Restrictive Covenants irrespective of how long such failure continues shall not constitute a waiver by any of the Benefited Persons of the right to strictly enforce any violation of the Restrictive Covenants. Notwithstanding any provision hereof to the contrary, Grantor, in its sole discretion, may elect to waive, modify, amend, or terminate any or all of the Restrictive Covenants; provided, however, that, no such waiver, modification, amendment or termination shall be effective unless the same is set forth in a writing executed by Grantor and such writing is filed with the Recorder of Deeds for Davidson County.

5. If any term, covenant, condition or provision of the Restrictive Covenants, or the application thereof to any person, entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Restrictive Covenants or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

6. Notwithstanding anything to contrary contained herein, no expiration of the restrictive covenants and no earlier termination of the restrictive covenants shall be deemed to waive or release any party from any prior breach of the Restrictive Covenants.

7. Notwithstanding anything contained in this Restrictive Covenant to the contrary, the mortgagee under any mortgage or the trustee or beneficiary under any deed of trust or deed to secure debt granted by any owner of the Property with respect to the Property (A) shall not be liable for any act or omission or indemnification obligation of such owner or any subsequent owner of the Property set forth in the Restrictive Covenant; (B) shall not be required to execute any assumption or similar agreement in connection with a judicial or non-judicial foreclosure (including a deed-in-lieu of foreclosure); (C) shall have no liability for permitting or consenting to a Condominium Conversion; and (D) shall have no liability for any breach of the Restrictive Covenant beyond its interest in the Property.

8. Notwithstanding any provisions in this Restrictive Covenant to the contrary, the Restrictive Covenants shall only be binding on an owner of the Property during the period it owns the Property - it being intended that upon the conveyance by such owner or its successors or assigns of fee simple title to the Property, such owner and such successor or assign, as applicable, shall thereupon have no liability hereunder for any breach of this Restrictive Covenants or claim arising under these Restrictive Covenants accruing after the date of such conveyance.

Certificate of Authenticity

I, Ginger Dean, 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 10/06/2023.

Date

Affiant Signature

10/06/2023

Date

State of Tennessee

County of Shelby

Sworn to and subscribed before me this 06 day of October, 20 23.

Notary's Signature

My Commission Expires: 12-30-2025

Date

Notary's Seal (if on paper)

GENIE RUSHING
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 12-30-2025