Karen Johnson
Batch # 1078902
12/06/2023 09:00:48 AM
Fees: $28.00 Taxes: $72,705.00
Davidson County
DEEDWARRSP
5 pgs
20231206-0094169

SPECIAL WARRANTY DEED

This Instrument prepared by
And after recording return to:
Bradley Arant Boult Cummings LLP (mth)
1600 Division St, Suite 700
Nashville, TN 37203

Name and Address of Property Owner	Send Tax Bills to	Map and Parcel Number(s)
Park West Apartments, LLC Attn: Jack May 4535 Harding Pike, Suite 309 Nashville, Tennessee 37205	Same as New Owner	10301002500 10301015000

SPECIAL WARRANTY DEED

THIS INDENTURE made as of the 5th day of December, 2023, between **6319 CP HOLDINGS LLC**, a Georgia limited liability company ("Grantor"), and **PARK WEST APARTMENTS, LLC**, a Tennessee limited liability company ("Grantee"), for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable consideration not herein mentioned, to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, transfer, and convey unto Grantee, its successors and assigns, the following described tract or parcel of real property in Davidson County, Tennessee:

> See **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").
>
> This is improved property with a street address of 6319 Charlotte Pike, Nashville, Tennessee.
>
> SUBJECT ONLY TO those exceptions to title more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, in fee simple. And Grantor does covenant that it is lawfully seized and possessed of said real property, has full power and legal authority to convey the same, and the title thereto is free, clear and unencumbered, except as noted on **Exhibit "B"**.

And Grantor does further covenant and bind itself and its successors and assigns, to warranty and defend the title to said real property to Grantee, its successors and assigns, against all lawful claims of all persons claiming by, through or under it but not further or otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year above written.

GRANTOR:

6319 CP HOLDINGS LLC,
a Georgia limited liability company

By: 6319 CP Advisors LLC,
a Georgia limited liability company,
its Managing Member

By: _____
J. David DeShong, Manager

STATE OF Georgia

COUNTY OF Fulton

Before me, Maurice Poole, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared J. David DeShong with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged themself to be the Manager of 6319 CP Advisors LLC, a Georgia limited liability company, the Managing Member of 6319 CP Holdings LLC, a Georgia limited liability company, the within named Grantor, and that they as such Manager of the Managing Member of the Grantor, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal on this the 4th day of December 2023.

_____
Notary Public

Commission Expires: 07-23-2024

(NOTARY SEAL)

MAURICE POOLE NOTARY PUBLIC DEKALB COUNTY EXPIRES GEORGIA 07-23-2024

AFFIDAVIT OF CONSIDERATION

STATE OF Georgia

COUNTY OF Fulton

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPERTY, WHICHEVER IS GREATER, IS $19,650,000.00.

J. David DeShong

Subscribed and sworn to before me this 4th day of December 2023.

Notary Public

Commission Expires: 09-23-2024

MAURICE POOLE NOTARY PUBLIC EXPIRES GEORGIA 07-23-2024 DEKALB COUNTY

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, beginning at an iron rod situated in the southerly margin of Charlotte Pike, said point being the northeasterly corner of the Levitt & Shannon Quach property of record in Book 8409, Page 469, Register's Office, Davidson County, Tennessee;

thence, along said road, N 43 degrees 19 minutes 53 seconds E, a distance of 50.00 feet to an iron rod;
thence, leaving said road, S 46 degrees 20 minutes 57 seconds E, a distance of 200.24 feet to an iron rod;
thence, N 43 degrees 30 minutes 36 seconds E, a distance of 207.80 feet to an iron rod;
thence, N 59 degrees 44 minutes 00 seconds E, a distance of 10.00 feet to an iron rod;
thence, S 30 degrees 15 minutes 59 seconds E, a distance of 302.66 feet to an iron rod;
thence, S 46 degrees 42 minutes 39 seconds W, a distance of 10.26 feet to an iron rod situated in the northerly margin of Neighborly Avenue;
thence, along said road, S 59 degrees 44 minutes 00 seconds W, a distance of 8.00 feet to an iron rod situated in the northerly margin of Neighborly Avenue;
thence, along the westerly margin of said road, S 30 degrees 16 minutes 00 seconds E, a distance of 408.68 feet to an iron rod;
thence, along said road, along a curve to the right having a central angle of 126 degrees 25 minutes 48 seconds W, a radius of 50.00 feet, a tangent of 99.05 feet, a length of 110.33 feet, and having a chord which bears S 32 degrees 56 minutes 54 seconds W, a distance of 89.27 feet to an iron rod situated in the northerly margin of Watts Drive;
thence, along said road, N 83 degrees 50 minutes 13 seconds W, a distance of 320.26 feet to an iron rod;
thence, leaving said road, N 21 degrees 41 minutes 32 seconds W, a distance of 205.85 feet to an iron rod;
thence, N 87 degrees 29 minutes 19 seconds W, a distance of 208.60 feet to an iron rod;
thence, N 21 degrees 51 minutes 22 seconds W, a distance of 70.40 feet to an iron rod;
thence, S 63 degrees 25 minutes 42 seconds W, a distance of 103.21 feet to an iron rod;
thence, N 33 degrees 17 minutes 02 seconds W, a distance of 25.81 feet to an iron rod;
thence, N 42 degrees 58 minutes 06 seconds E, a distance of 143.57 feet to an iron rod;
thence, N 46 degrees 26 minutes 51 seconds E, a distance of 25.00 feet to an iron rod;
thence, N 43 degrees 35 minutes 01 seconds E, a distance of 200.00 feet to an iron rod;
thence, N 46 degrees 19 minutes 46 seconds W, a distance of 200.15 feet to the point of beginning, and containing 254,504.218 square feet or 5.843 acres of land, more or less.

Being the same property conveyed to 6319 CP Holdings LLC, a Georgia limited liability company, by Special Warranty Deed of record in instrument #20170731-0077551, Register's Office, Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Setback lines shown on plat of record in Book 4175, Page 55, in the Register's Office of Davidson County, Tennessee, as shown on the Survey (as defined below) without insuring the accuracy and completeness of same; and all matters shown on plat of record in Book 5210, Page 43, in the Register's Office of Davidson County, Tennessee.

2. Agreed Final Order of record in Book 6229, Page 698; and Book 6229, Page 702, in the Register's Office of Davidson County, Tennessee, as shown on the Survey without insuring the accuracy and completeness of same.

3. Terms and provisions of Grant of Easement, by and between Comcast of Nashville I, LLC and Bibisco Partnership, of record in Instrument No. 201610210111275, in the Register's Office of Davidson County, Tennessee.

4. Rights of tenants in possession as of the date hereof, as tenants only, under unrecorded residential leases.

5. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by J. Alan Cummings, RLS No. 2351, Crawford & Cummings, P.C., dated November 30, 2023, last revised December 1, 2023, designated Job No.: 23-088 (the "Survey"):

a. Encroachment of dog park and fences into rights of way of Neighborly Avenue and Watts Lane; and

b. Encroachment of dumpster pad and fence into right of way of Watts Lane.