Karen Johnson Davidson County
Batch# 1093898 DEEDWARRSP
01/25/2024 09:07:30 AM 8 pgs
Fees: $43.00 Taxes: $85,425.60
20240125-0004967

This instrument was prepared by:

Worman Law Group, PLLC
2000 Richard Jones Road, Suite 240
Nashville, Tennessee 37215
Attn: Kelly L. Worman

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP/PARCEL NOS.
ACPF Spring Path Antioch, LLC 515 S. Flower St., 49th Floor Los Angeles, CA 90071	ACPF Spring Path Antioch, LLC 515 S. Flower St., 49th Floor Los Angeles, CA 90071	174 11 0D01300CO through 174 11 0D05800CO, 174 11 0D07700CO through 174 11 0D08600CO, and 174 11 0D10000CO

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CRP/ECG OLD FRANKLIN, L.L.C.**, a Delaware limited liability company ("Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto **ACPF SPRING PATH ANTIOCH, LLC**, a Delaware limited liability company ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to certain real property lying and being situated in Davidson County, Tennessee (the "Property") more particularly described as follows, to wit: See Exhibit A.

This is improved property located at 1125, 1216, 1220, 1221, 1224, 1225, 1228, 1229, 1232,1233, 1236, 1237, 1240, 1241, 1244, 1245, 1248, 1249, 1252, 1253, 1256, 1257, 1260, 1261, 1264, 1265, 1268, 1269, 1272, 1273, 1276, 1277, 1280, 1281, 1285, 1284 and 1289 Spring Path Lane, and 563, 567, 571, 575, 579, 583, 587, 595, 591, 599, 600, 604, 608, 612, 616, 620, 624, 628, 632 and 636 Stardust Lane, Antioch, Tennessee.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple and that it has good right to sell and convey the same.

Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise, subject however to the matters set forth on Exhibit B.

In addition to the matters set forth on Exhibit B, this Special Warranty Deed and the conveyance evidenced hereby is made and accepted subject to the express condition and restrictive covenant that, for a period of four (4) years and one (1) day following the date of this Special Warranty Deed, the Grantee shall not convey, or permit to be conveyed, to any grantee less than all of the Property (the "Retail Sale Restriction"). Without prejudice to any other rights or remedies of Grantor or the Other Beneficiaries (as defined below), Grantee acknowledges and agrees that money damages would not be an adequate remedy for any breach of the Retail Sale Restriction and that, in addition to its other remedies, Grantor and/or the Other Beneficiaries shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach hereof. All such remedies shall be cumulative. In the event of any litigation to enforce the terms of the Retail Sale Restriction, the prevailing party shall be entitled to

recover its reasonable legal fees and expenses from the losing party. The foregoing Retail Sale Restriction shall run with title to the Property herein described for the duration of the Retail Sale Restriction (but not thereafter), and shall inure to the benefit of Grantor, the Other Beneficiaries, their respective successors and assigns, and shall be binding upon Grantee, and its successors and assigns, and any persons hereafter acquiring any interest in the Property as owner, tenant or otherwise. The foregoing Retail Sale Restriction shall automatically expire and be of no further force and effect on and after the date which is four (4) years and one (1) day following the date of this Special Warranty Deed without the need for further action on behalf of any party. As used herein, the term "Other Beneficiaries" means any constituent entity or affiliate of Grantor and any partner, member, shareholder, officer or director of Grantor or any such constituent entity or affiliate of Grantor.

STATE OF _____)
COUNTY OF _____)

The actual consideration or value, whichever is greater, for this transfer is $23,088,000.00.

_____
Affiant

Subscribed and sworn to me this ____ day of January, 2024.

SEE ATTACHED
NOTARY PUBLIC
My Commission Expires: _____

[Grantor's signature appears on following page]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me on January 23, 2024 by Stanley Iezman, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public: Lisa Lee
My Commission Expires: September 15, 2026

LISA LEE
Notary Public - California
Los Angeles County
Commission # 2415900
My Comm. Expires Sep 15, 2026

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the 24 day of January, 2024.

GRANTOR:

CRP/ECG OLD FRANKLIN, L.L.C.,
a Delaware limited liability company

By: _____
Name: Michael Lamping
Its: Authorized Signatory

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, the within named Michael Lamping, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Authorized Signatory of CRP/ECG Old Franklin, L.L.C., the within named bargainor, a Delaware limited liability company, and that he as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company in his capacity as Authorized Signatory.

Witness my hand and seal, at office this 18th day of January, 2024.

_____
NOTARY PUBLIC

My Commission Expires: Apr 13, 2025

KYLE BUMPOUS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
MY COMM. EXPIRES APR 13, 2025

EXHIBIT A
The Property

Land in Davidson County, Tennessee, being Parcel Nos. 13 - 29, 31 - 58, and 77 - 86 as shown on Final Plat, Old Franklin Subdivision, Phase 2 of record in Plat at Instrument No. 20220427-0048782, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Land in Davidson County, Tennessee, being Parcel No. 30 on the Plan of Final Subdivision Plat Old Franklin Subdivision, Phase 2, Revision Lot 30 of record in Plat at Instrument No. 20230607-0043298, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Land in Davidson County, Tennessee, being Lot No.100 on the Plan of Final Subdivision Plat Old Franklin Subdivision, Phase 1, Revision Lot 100, of record in Plat at Instrument No. 20230329-0022832, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to CRP/ECG Old Franklin, L.L.C., a Delaware limited liability company, by Special Warranty Deed from JCK Dev, a Tennessee general partnership, of record in Instrument No. 20200904-0101464 Register's Office for Davidson County, Tennessee, dated September 04, 2020 and recorded on September 04, 2020.

TOGETHER WITH the easements set forth in the Declaration of Easements and Covenants of record in Instrument No. 20210310-0031805, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B
Permitted Title Exceptions

1) Liens to secure taxes and assessments not yet due and payable.

2) Easement(s), terms and provisions set out in the Quitclaim Deed of Exchange of record in Instrument No. 20100518-0038108, in the Register's Office for Davidson County, Tennessee.

3) Grant of Anchor Easement of record in Instrument No. 20170714-0071021, in the Register's Office for Davidson County, Tennessee.

4) Subject to the flow of any creeks, streams, or branches across the Property.

5) 12" water line shown on the survey prepared by Joey C. Wilson II, RLS No. 2089, Wilson and Associates, P.C., dated 8/31/2020, proj. no. 98918.

6) Agreement for Dedication of Easement for Sanitary and/or Storm Sewers, Water Mains, Pumps and Appurtenances of record in Instrument Number 20210107-0003240, in the Register's Office for Davidson County, Tennessee.

7) Declaration of Easements and Covenants of record in Instrument Number 20210310-0031805, in the Register's Office for Davidson County, Tennessee.

8) Sewer Easement Agreement of record in Instrument Number 20210312-0033425, in the Register's Office for Davidson County, Tennessee.

9) Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument Number 20210624-0085541, in the Register's Office for Davidson County, Tennessee.

10) Agreement for Dedication of Easement for Sanitary and/or Storm Sewers Water Mains, Pumps and Appurtenances of record in Instrument Number 20210727-0100373 in the Register's Office for Davidson County, Tennessee.

11) Subject to all matters shown on the Plan of record as Instrument Number 20211217-0167229, Register's Office of Davidson County, Tennessee.

12) Subject to all matters shown on the Plan of record as Instrument Number 20220427-0048782, Register's Office of Davidson County, Tennessee.

13) Intentionally omitted.

14) All site and subdivision plans pertaining to the Property.

15) All zoning and building laws, ordinances, maps, resolutions, and regulations of all governmental authorities having jurisdiction which affect the Property and the use, improvement or enjoyment thereof.

16) Rights of tenants in possession, as tenants only, under prior unrecorded leases.

17) All matters of record.

18) Any state of facts which an accurate survey made of the Property on the date hereof would show.

19) Any state of facts which a personal inspection of the Property made on the date hereof would disclose.

20) Matters affecting title created by or with the consent of Grantee.

21) Customary utility easements and other matters which do not materially and adversely affect the use, occupancy or value of the Property.

22) Mechanics' liens with regard to common area improvements prior to completion thereof.

Tennessee Certification of Electronic Document

I, Al Frazier, do hereby make oath that I am a licensed attorney and/or 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 January 24, 2024 (date of document).

Affiant Signature

January 24, 2024

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 24th day of January, 2024.

Notary's Signature

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON