Karen Johnson Davidson County
Batch# 1196393 DEEDWARRSP
10/21/2024 03:57:30 PM 6 pgs
Fees: $33.00 Taxes: $241,425.00
20241021-0081816

WHEN RECORDED RETURN TO:
and after recording, return to:
King & Spalding LLP
300 S Tryon St., Suite 1700
Charlotte, NC, 28202
Attn: R. Davis Powell

New Owner's Address:	Send Tax Bills To:	Map Parcel No.
Bell TN Partners, LLC c/o Cortland Partners 3424 Peachtree Road, Suite 300 Atlanta, Georgia 30326	Bell TN Partners, LLC c/o Cortland Partners 3424 Peachtree Road, Suite 300 Atlanta, Georgia 30326	163-301.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CAMBRIDGE AT HICKORY HOLLOW OWNER LLC**, a Delaware limited liability company (herein referred to as the "Grantor"), has this day bargained and sold and, by these presents, does hereby transfer and convey unto **BELL TN PARTNERS, LLC**, a Delaware limited liability company (herein referred to as "Grantee"), its heirs, successors and assigns, forever, the following described improved real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit A** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said tract of parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its heirs, successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seized and possessed of said property, that Grantor has a good and lawful right to sell and convey the same, and that the Property is free from any lien or encumbrance whatsoever, except for those matters shown on **Exhibit B** attached hereto.

GRANTOR FURTHER COVENANTS with said Grantee and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to said Grantee, its successors and assigns, against all persons lawfully claiming under Grantor.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has signed this Special Warranty Deed the day and year first above written.

GRANTOR:

CAMBRIDGE AT HICKORY HOLLOW OWNER LLC, a Delaware limited liability company

By: Cambridge Venture LLC,
a Delaware limited liability company,
its sole member

By: SP Cambridge LLC,
a Washington limited liability company,
its Managing Member

By: Jason McKinley
Name: Jason McKinley
Title: Chief Operating Officer

State of Washington

County of King

I certify that I know or have satisfactory evidence that Jason McKinley is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chief Operating Officer of SP Cambridge LLC, a Washington limited liability company, acting in its capacity as Managing Member of Cambridge Venture LLC, a Delaware limited liability company, in its capacity as the Sole Member of Cambridge at Hickory Hollow Owner LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 14, 2024

ALYSHA YAGODA
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
23011195
4-09-27

Alysha Yagoda
(printed name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at SeaTac
My appointment expires 4-09-27

Affidavit of Consideration

I hereby swear and affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $65,250,000, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Teresa A Beardsley
[redacted]

Sworn to and subscribed before me,
this 21st day of October, 2024.

Brandy Catalanotto
NOTARY PUBLIC

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON

Exhibit A

Legal Description

Tract 1:
A parcel of land located in Davidson County, Tennessee and more particularly described as follows:

Being Lot 1, as shown on the Plat of Cambridge at Hickory Hollow as of record in Book 9700, page 2, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description, but specifically EXCLUDED is the tract of land conveyed to the State of Tennessee by Warranty Deed of record in Book 10132, page 953, said Register's Office.

Being the same property conveyed to Cambridge at Hickory Hollow Owner LLC, a Delaware limited liability company by deed of record in Instrument No. 20190919-0095486, Register's Office for Davidson County, Tennessee.

Tract 2:
Together with non-exclusive easements for ingress/egress and Use of General Commons Area as set forth in Declaration of Covenants and Restrictions of record in Book 6301, Page 745, as amended by Amended and Restated Declaration of Covenants and Restrictions, Bellwood Trace of record in Book 9659, Page 14, said Register's Office.

PROPERTY ADDRESS: 660 Bell Road, Antioch, TN 37013 (Improved)
TAX PARCEL NUMBER: 163-00-0-301-00

Exhibit B

Permitted Exceptions

1) Taxes for the year 2024, a lien due and payable but not yet delinquent.

2) Subject to all matters shown on Plan of record in Plat Book 6250, page 13 and in Plat Book 9700, page 2, Register's Office for Davidson County, Tennessee.

3) Declaration of Covenants and Restrictions of record in Deed Book 6301, page 745, and Amended and Restated Declaration of Covenants and Restrictions of record in Deed Book 9659, page 14, Register's Office for Davidson County, Tennessee.

4) Storm Water Detention Agreement of record in Deed Book 10348, page 956, Register's Office for Davidson County, Tennessee.

5) Agreement for Sanitary Sewers and/or Storm Drainage Easement of Record in Deed Book 7453, page 460, Deed Book 7775, page 361, and Deed Book 10419, Page 465 excepting the temporary construction easements described therein, Register's Office for Davidson County, Tennessee.

6) Drainage Easement of record in Deed Book 6196, page 135 excepting the temporary construction easements described therein, Register's Office for Davidson County, Tennessee.

7) Transmission Line Easement to Gulf Interstate Gas of record in Deed Book 2203, page 575 and Assigned in Deed Book 2875, page 299 and as partially released in Deed Book 4457, page 377, Register's Office for Davidson County, Tennessee.

8) Easements conveyed to the State of Tennessee of record in Deed Book 10132, page 953, Register's Office for Davidson County, Tennessee.

9) Grant of Easement of record in Instrument No. 201112060095096, Register's Office for Davidson County, Tennessee.

10) Subject to the flow of any creeks, streams or branches across the subject property.

11) Rights of tenants in possession, as tenants only, under prior unrecorded residential leases, which leases do not have a right of first refusal or an option to purchase the property, or a portion thereof.

Tennessee Certification of Electronic Document

I, Teresa A. Beardsley, 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 10/14/2024 (date of document).

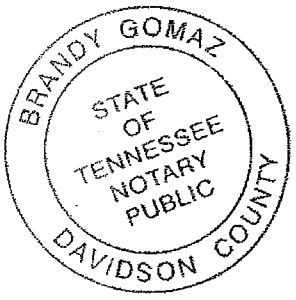
Teresa A Beardsley
Affiant Signature

10/21/2024
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 21st day of October, 2024.



Brandy Gomaz
Notary's Signature

My Commission Expires: 5/5/25