Karen Johnson Davidson County
Batch# 1364163 DEEDWARRSP
12/31/2025 12:05:30 PM 8 pgs
Fees: $43.00 Taxes: $53,946.00
20251231-0104511

This Instrument Prepared By:

Andrew H. Prussack, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Pkwy., Suite 1800
Atlanta, Georgia 30339

Return To:

Andrew H. Prussack, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Pkwy., Suite 1800
Atlanta, Georgia 30339

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 23rd day of December, 2025, by and between **SCG LION'S HEAD, LLC**, a Delaware limited liability company (**"Grantor"**) and **RICHLAND CREEK MF OWNER, LLC**, a Delaware limited liability company (**"Grantee"**);

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Being a portion of the property conveyed to Grantor as recorded in Insturment No. 20200130-0010855, in the Register's Office of Davidson County, Tennessee. Said property, together with other property, is further identified by Tax Parcel ID 103-15-0-043.00

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its heirs, successors and assigns, in fee simple forever.

Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the aforesaid real estate; that it has good right to sell and convey the same; that the same is unencumbered, except for those items shown on Exhibit "B" attached hereto and made a part hereof, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming the same by, through or under Grantor, but not further or otherwise.

If any term or provision of this Special Warranty Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Special Warranty Deed and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Special Warranty Deed shall be valid and be enforced to the fullest extent permitted by law.

WITNESS the signature of the Grantor the day and year first above written.

GRANTOR:

SCG LION'S HEAD, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Name: Jeffrey Brunette
Its: Vice President

STATE OF Georgia
COUNTY OF DeKalb

Personally appeared before me, the undersigned, a Notary Public, Jeffrey Brunette, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of SCG Lion's Head, LLC, a Delaware limited liability company, and is authorized to execute this instrument on behalf of Grantor.

WITNESS my hand and Official Seal at office, this 15 day of December, 2025.

_____
Notary Public

My Commission Expires June 29, 2029

SHANNON FURLONG
Notary Public, Georgia
Dekalb County
My Commission Expires
June 29, 2029

***

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 $14,580,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this 15 day of December, 2025.

Notary Public

My Commission Expires October 16, 2029

C Letak Brower
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
My Commission Expires 10/16/2029

Tax Parcel Number:

_____

Tax Notices to:
Richland Creek MF Owner, LLC
c/o Crescent Communities, LLC
601 S. Tryon Street, Suite 800
Charlotte, North Carolina 28202
Attention: Jason LaBonte and Benjamin Collins

Property Address:

_____

_____

Name and Address of Property Owner:
Richland Creek MF Owner, LLC
c/o Crescent Communities, LLC
601 S. Tryon Street, Suite 800
Charlotte, North Carolina 28202
Attention: Jason LaBonte and Benjamin Collins

EXHIBIT A

LEGAL DESCRIPTION

All that certain parcel or tract of land located in the 24th Councilmanic District, Davidson County, Tennessee and being more particularly depicted as Lot 2 on that certain Final Plat of 2nd Revision Lions Head Village, prepared by Michael H. Charette, Tennessee RLS No. 2048, of Cherry Land Surveying, Inc., dated September 29, 2025, and recorded as Insturment Number 202512230101812 of the Davidson County, Tennessee official records.

Being part of the same property conveyed to SCG Lion's Head, LLC, a Delaware limited liability company by Special Warranty Deed of record in Instrument No. 20200130-0010855, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. General and special taxes and assessments for the year 2026 and subsequent years, not yet due and payable; and the lien of additional real property taxes by reason of increased or amended assessments.

2. Declaration of Reciprocal Rights and Restrictions, dated September 10, 1979, executed by Cousins Properties of Tennessee, Inc., a Georgia corporation, recorded in Book 5496, Page 199, amended by Modification of Declaration of Reciprocal Rights and Restrictions, dated December 16, 1980, executed by and among Lion's Head Village, Ltd., Lions Head Ltd., Belbridge Properties, Ltd., General Mills Restaurant Group, Inc., Cousins Properties of Tennessee, Inc., Aetna Life Insurance Company, Keith B. Simmons, Trustee, Nashville City Bank & Trust Co., John B. Hardcastle, Trustee, W. R. Grace & Co., Consolidated Theaters, Inc., and Southern Hospitality Corporation, recorded in Book 5711, Page 321, Book 5711, Page 332, Book 5711, Page 343 and Book 5711, Page 354, all in the Register's Office, Davidson County, Tennessee.

3. Twenty (20') foot wide sanitary sewer easement created by Easement, dated May 8, 1962, executed by Most Reverend William L. Adrian and recorded in Book 3376, Page 102, in said Register's Office.

4. An unrecorded gas line easement as referred to in an instrument of record in Book 4755, Page 682, said Register's Office.

5. Exception to Easement, Project No. 94-WX-38, dated October 20, 1994, of record in Book 9539, Page 645, said Register's Office.

6. Terms, provisions, covenants, conditions, restrictions and termination right contained in the Cross Across Easement and Restriction Agreement by and between Lion's Head Village Investors, LLC, and Target Corporation of record at Instrument Number 20090518-0045569, said Register's Office, as amended by that certain Cross Across Easement and Restriction Agreement by and between SCH Lion's Head, LLC and Richland Creek MF Owner, LLC of record at Insturment Number 20251231-0104442, said Register's Office.

7. Easement to Piedmont Natural Gas Company, Inc., of record in Instrument Number 20160405-0032566, said Register's Office.

8. Terms and conditions of that certain Lease dated March 19, 2019 by and between Lions Head Village Investors, LLC, a Tennessee limited liability company, ("Landlord") and Trader Joe's East Inc., a Massachusetts corporation, ("Tenant"), as evidenced in a Memorandum of Lease of record in Instrument No. 20190626-0061963, in the Register's Office for Davidson County, Tennessee; as affected by Memorandum of Assignment of Lease dated January 29, 2020, by and between Lion's Head Village Investors, LLC, a Tennessee limited liability company, Assignor, and SCG Lion's Head, LLC, a Delaware limited liability company, Assignee of record in Instrument No. 20200130-0010857, said Register's Office.

202512310104511

9. Terms and conditions of that certain Lease Agreement dated November 29, 2023 by and between SCG Lion's Head, LLC, a Delaware limited liability company, ("Landlord") and Vanderbilt University Medical Center, a Tennessee non-profit corporation, ("Tenant"), as evidenced in a Memorandum of Lease of record in Instrument No. 20231204-0093290, in the Register's Office for Davidson County, Tennessee; as affected by First Amendment to Memorandum of Lease recorded on May 28, 2025, in Instrument No. 20250528-0041779, said Register's Office.

10. Matters which may exist by reason of, or reflected by matters shown on the ALTA/NSPS Land Title Survey prepared by Michael H. Charette, RLS No. 2048 of Cherry Land Surveying, Inc., dated December 17, 2024, last revised XXXXXXXXXXXXX, with a Network Project No. of 21014.

11. All matters reflected on that certain Final Plat of 2nd Revision Lions Head Village, prepared by Michael H. Charette, Tennessee RLS No. 2048, of Cherry Land Surveying, Inc., dated September 29, 2025, and recorded as Insturment Number 202512230101812 of the Davidson County, Tennessee official records.

Tennessee Certification of Electronic Document

I, Will Rogers, 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 December 23, 2025 (date of document).

Affiant Signature

12/24/2025

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 24th day of December, 2025.

Notary's Signature

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON