



Shelby County Tennessee

Shelandra Y Ford

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



20107232

10/01/2020 - 03:44:45 PM

4 PGS	
LACI 2097849 - 20107232	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

This Instrument Prepared by and Return to:
Farris Bobango Branan, PLC
999 S. Shady Grove Rd., Suite 500
Memphis, TN 38120

EDGE File No.: 20170902

SPECIAL WARRANTY DEED

THIS INDENTURE, effective as of the 30th day of September, 2020, by and between THE MEMPHIAN HOTEL, LLC ("Grantor"), and the ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE, a public not-for-profit corporation organized and existing under and by virtue of the laws of the state of Tennessee ("Grantee").

WITNESSETH:

For and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee the following described real estate, situated and being in the County of Shelby, State of Tennessee, to-wit:

All that certain real estate described in Exhibit "A" attached hereto and incorporated herein by this reference.

This being the same real estate conveyed to Grantor by Quitclaim Deed of record under Instrument No. 201906210061101 in the Register's Office of Shelby County, Tennessee, and the legal description being taken from such Quitclaim Deed.

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

And Grantor does hereby covenant with Grantee that Grantor is lawfully seized in fee of the aforescribed real estate; that Grantor has a good right to sell and convey the same; that the same is unencumbered except for those matters of record in the Register's Office of Shelby County, Tennessee, to all of which this conveyance is expressly made subject; and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under it, but not further or otherwise.


This deed is executed in order to place the aforescribed real estate into a payment-in-lieu-of-taxes ("PILOT") program with the Grantee pursuant to the terms and conditions of that certain Real Property Lease Agreement of even effective date herewith entered into by and between Grantee, as lessor, and Grantor, as lessee therein. Reference to said lease is hereby made for a detailed description of the terms and conditions of the PILOT program, including, without limitation, the right of the then existing lessee thereunder to reacquire said real estate during or at the conclusion of the PILOT program.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE AND ACKNOWLEDGMENT PAGE

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

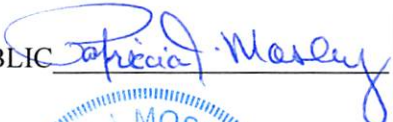
THE MEMPHIAN HOTEL, LLC
A Delaware limited liability company

By: 
Robert E. Loeb
Its: President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert E. Loeb, 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 President of The Memphian Hotel, LLC, a Delaware limited liability company, the within named bargainor, a corporation, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its President.

WITNESS my hand and seal, at office this 29th day of September, 2020.

My Commission Expires: November 16, 2020 NOTARY PUBLIC 



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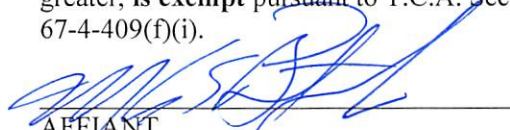
RECORDING DATA ONLY

Property Address:

Name and Address of the Property Owner:

Economic Development Growth Engine Industrial
Development Board of the City of Memphis and
County of Shelby, Tennessee
100 Peabody Place
Suite 1100
Memphis, TN 38103

I hereby swear or affirm that to the best of
my knowledge, information, and belief, the
actual consideration for this property transfer or
value of the property transferred, whichever is
greater, **is exempt** pursuant to T.C.A. Section
67-4-409(f)(i).


AFFIANT

Name and Address of the Person or Entity
Responsible for Payment of the Payment-in-Lieu-
of-Taxes:

The Memphian Hotel, LLC.
5264 Poplar Ave.
Memphis, TN 38119

Subscribed and sworn to before me this
1st day of October, 2020


NOTARY PUBLIC

Tax Parcel Identification No.:
01707300022

My commission expires:



EXHIBIT A
LEGAL DESCRIPTION

The following described real estate, situated and being in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

Land Situated in Shelby County, Tennessee, and being more particularly described as follows:

Lot 3 of Phase I, Overton Square P.D. Subdivision of record in Plat Book 252, Page 54, as recorded in the Register's Office of Shelby County, Tennessee.

Also being described on survey prepared by The Reaves Firm, dated March 29, 2019, last revised April 11, 2019, Job No. 19-0047, as follows:

BEING A SURVEY OF LOT 3 AS SHOWN ON THE FINAL PLAT FOR PHASE 1 OF THE OVERTON SQUARE P.D. AS RECORDED IN PLAT BOOK 252, PAGE 54 AT THE SHELBY COUNTY REGISTER' S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF TRIMBLE PLACE (20.00 FEET SOUTH OF THE CENTERLINE) WITH THE WEST LINE OF COOPER STREET (37.50 FEET WEST OF THE CENTERLINE); THENCE S8°42'54"W ALONG THE WEST LINE OF SAID COOPER STREET A DISTANCE OF 22.28 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE WEST LINE OF SAID COOPER STREET ALONG A 7942.53 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 178.60 FEET (CHORD S08°04' 15" W - 178.59 FEET) TO THE NORTHEAST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 3 - LOT 2 OF THE OVERTON SQUARE P.D. AS RECORDED IN PLAT BOOK 268, PAGE 36; THENCE N80°01' 20" W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 214.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S09°58' 40" W ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH LINE OF MONROE AVENUE (20.00 FEET NORTH OF THE CENTERLINE); THENCE N80°01'20"W ALONG THE NORTH LINE OF SAID MONROE AVENUE A DISTANCE OF 25.41 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 2 - LOT 1 OF THE OVERTON SQUARE P.D. AS RECORDED IN PLAT BOOK 256, PAGE 6; THENCE ALONG THE EAST LINE OF SAID LOT 1 THE FOLLOWING CALLS AND DISTANCES:

N09°58' 40" E - 61.38 FEET;
N80°01' 20" W - 20.75 FEET;
N09°58' 40" E - 239.10 FEET;

TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO LIES ON THE SOUTH LINE OF SAID TRIMBLE PLACE; THENCE S80°05'17"E ALONG THE SOUTH LINE OF SAID TRIMBLE PLACE A DISTANCE OF 254.64 FEET TO THE POINT OF BEGINNING.