Karen Johnson Davidson County
Batch# 718261 DEEDWARRSP
09/16/2021 12:51:30 PM 6 pgs
Fees: $33.00 Taxes: $46,250.00
20210916-0124713

SPECIAL WARRANTY DEED

Prepared by:
Rudy & Partners, PLLC
608 Shelby Avenue
Nashville, TN 37206
Attn: Paul Hinman

~~After recording return to:~~
Clay Howell
Eversheds Sutherland (US) LLP
999 Peachtree Street NE, Suite 2300
Atlanta, GA 30309

Return to:
Katrina Haynes
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4353- **TN252101028J**

Name and Address of New Owner:	**Send Tax Bills To**:	**Parcel No.**:
AB PR QOZB IV Property, LLC c/o RangeWater Development, LLC One Premier Plaza 5605 Glenridge Drive, Suite 775 Atlanta, Georgia 30342	Same	082-140-079.00; 082-100.034.00; 082-100-035.00; 082-140-043.00

Property address: 51 Oldham Street, 212 North 1st Street, 226 North 1st Street, and 0 North 1st Street, Nashville, Tennessee 37213

STATE OF Tennessee §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Davidson §

THAT, **JAY Z, LLC**, a Tennessee limited liability company, ("**Grantor**"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to the undersigned by **AB PR QOZB IV PROPERTY, LLC**, a Delaware limited liability company ("**Grantee**"), the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL, CONVEY and CONFIRM unto Grantee that certain real property situated within Davidson County, Tennessee and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "**Property**"); subject, however, to those matters described on Exhibit "B" attached hereto and made a part hereof for all purposes (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, hereditaments, and appurtenances thereto in anywise belonging, but subject to the Permitted Exceptions described on Exhibit B attached hereto, unto Grantee, its successors and assigns, and Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part hereof, by, through, or under Grantor but not otherwise.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this 13 day of Sept, 2021.

GRANTOR:
Jay Z, LLC
A Tennessee limited liability company

By: _____
Name: Samir Zaveri
Title: Member

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Samir Zaveri, to me known (or proved to me on the basis of satisfactory evidence) to be the Member of Jay Z, LLC, a limited liability company, the within named grantor, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained on behalf of said entity.

WITNESS my hand at office this 13 day of September, 2021.

_____
Notary Public

My Commission Expires: _____

PAUL HINMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-06-2024

OATH OF CONSIDERATION

STATE OF Georgia)
)
COUNTY OF Fulton)

I, Michael Blair, being the Vice President, of **AB PR QOZB IV PROPERTY, LLC**, a Delaware limited liability company, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $12,500,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT-GRANTEE

Subscribed and sworn to before me this 10 day of September 2021.

Notary Public

My Commission Expires: 4-10-22

Heather Peppers
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 04/10/2022

AB PR QOZB IV PROPERTY, LLC,
a Delaware limited liability company

By: AB PR QOZB IV LLC, a Delaware limited liability company, its Sole Member

By: RW River North, LLC, a Georgia limited liability company, its Managing Member

By: RangeWater Real Estate, LLC, a Georgia limited Liability company, its Manager

By: _____
Name: Michael Blair
Title: VP

PROPERTY OWNER
Name & Address:

AB PR QOZB IV Property, LLC
c/o RangeWater Development, LLC
One Premier Plaza
5605 Glenridge Drive, Suite 775
Atlanta, Georgia 30342

Person or agency responsible for payment of taxes:

Same

EXHIBIT A

Legal Description of Property

Being a tract of land lying in the Fifth Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee. Said Tract being bounded on the North by Virah Corp., on the East by North First Street, on the South Andrew and Wojciech S. Krych and Oldham Street on the West by Cowan Street and being more particularly described as follows:

Beginning at an existing iron rod on the westerly right-of-way line of North First Street, said iron rod being located North 09 degrees 38 minutes 33 seconds East, 245.00 feet from the intersection of said North First Street and northerly right-of-way line of Oldham Street. Said iron rod also being the Northeast corner of property conveyed to Andrew and Wojciech S. Krych, as of record in Deed Instrument No. 20090602-0050556, in the Office of the Register of Davidson County, Tennessee.

Thence leaving said right-of-way of North First Street with the northerly line of said Andrew and Wojciech S. Krych property South 80 degrees 39 minutes 27 seconds West, 218.00 feet to a PK nail set on the center line of alley No. 314, closed by Bill No. 2003-1525;
Thence with the westerly property line of Andrew and Wojciech S. Krych, South 09 degrees 38 minutes 33 seconds West, 182.53 feet to a PK nail set on the northerly right-of-way line of Oldham Street;
Thence with the northerly right-of-way line of Oldham Street, North 83 degrees 22 minutes 33 seconds West, 213.83 feet to an existing iron rod at the intersection of the northerly right-of-way line of Oldham Street and the easterly right-of-way line of Cowan Street;
Thence leaving the northerly right-of-way line of Oldham Street with the easterly right-of-way line of Cowan Street, North 09 degrees, 28 minutes 44 seconds West, 359.55 feet to an iron rod set on the center line of said closed Alley No. 314 at a corner common with Virah Corp., as of record in Deed Book 8820, Page 338, in the Office of the Register of Davidson County, Tennessee;
Thence leaving the easterly right-of-way line of Cowan Street with the southerly property line of Virah Corp., North 79 degrees 29 minutes 08 seconds East, 218.17 feet to an iron rod set;
Thence North 09 degrees 48 minutes 35 seconds West, 97.17 feet to an existing iron rod;
Thence North 81 degrees 06 minutes 47 seconds East, 210.13 feet to an iron rod set on the westerly right-of-way line of said North First Street;
Thence with the westerly right-of-way line of North First Street, South 10 degrees 44 minutes 21 seconds East, 101.94 feet to an iron rod set;
Thence North 79 degrees 51 minutes 17 seconds East, 4.88 feet to an existing iron rod;
Thence South 09 degrees 38 minutes 33 seconds East, 250.00 feet to the point of beginning, containing 164,208 square feet (3.770 acres, more or less).

Included in the above description, but expressly excluded therefrom, is the following: That portion of alley 314 lying adjacent to the westerly boundary of Lots 10 and 11, Wetmore's Addition to Edgefield, now East Nashville, a Plan of which is of record in Book No. 11, Page 295 in the Office of the Register of Davidson County, Tennessee, which portion of Alley 314 was closed by Bill No. 69-1031, Metropolitan County Council for the Metropolitan Government of Nashville and Davidson County, Tennessee.

Being the same property conveyed to Jay Z, LLC, a Tennessee limited liability company, by Special Warranty Deed from Goodwill Industries of Middle Tennessee, Inc., recorded November 1, 2017 in Instrument No. 20171101-0112285, in the Office of the Register of Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. All taxes for the fiscal year 2021 and subsequent years, not yet due and payable.

2. Easement for storm sewers and/or Sanitary Sewer Easement of record in Book 4634, Page 925, Register's Office of Davidson County, Tennessee and approximately shown on ALTA//NSPS Land Title Survey prepared by Michael H. Charette, R.L.S. No. 2048, dated February 21, 2021, last revised September 10, 2021, Instrument No. 20171101-0112285.

3. Terms and conditions contained in Ordinance No. BL2003-1525 and Bill No. 69-1031, Metropolitan Government of Nashville and Davidson County, Tennessee and approximately shown on ALTA//NSPS Land Title Survey prepared by Michael H. Charette, R.L.S. No. 2048, dated February 21, 2021, last revised September 10, 2021, Instrument No. 20171101-0112285.

4. Easements, Rights of way, Boundary lines, and Improvements as shown on Plat Book 11, Page 295, in the Register's Office for Davidson County, Tennessee.

5. ALTA//NSPS Land Title Survey prepared by Michael H. Charette, R.L.S. No. 2048, dated February 21, 2021, last revised September 10, 2021, Instrument No. 20171101-0112285 discloses the following:

   a. Fences cross over the South, North, East and West property line.

6. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.

Tennessee Certification of Electronic Document

I, Kimberly Hogan, 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 September 13, 2021 (date of document).

Affiant Signature

9/15/2021
Date

State of GA

County of Cobb

Sworn to and subscribed before me this 15th day of September, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 8/18/2023

NOTARY'S SEAL

