SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 741394 DEEDWARRSP
10/22/2021 09:23:30 AM 5 pgs
Fees: $28.00 Taxes: $3,700.00
20211022-0141859

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,000,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th day of October, 2021.

Notary Public

MY COMMISSION EXPIRES: 8/28/24

(AFFIX SEAL)

SANYA L. ARBOGAST STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

File No.: COM-21-LPE-1901

THIS INSTRUMENT WAS PREPARED BY
Commerce Title & Escrow, LLC
513 3rd Avenue South, Nashville, TN 37210

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Las Palmas Enterprises Partnership	New Owner	092-16-0-096.00
(NAME)	(NAME)	
3288 Ezell Pike Nashville, TN 37211		
(ADDRESS)	(ADDRESS)	

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, 1901 Hayes, LLC, a Delaware Limited Liability Company, herein after called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto, Las Palmas Enterprises Partnership, a Tennessee general partnership, hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Commonly known as 1901 Hayes St., Nashville, TN 37203 (M/P: 092-16-0-096.00):

Situated in the Twenty First Civil District of Davidson County Tennessee within the corporate limits of the City of Nashville, Tennessee, and being designated as Part of Lot 151 of the Boyd Home Tract as shown on the plat of the same of record in Book 21, Page 39, in the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at the southwest corner of Hayes Street and 19th Avenue North, formerly Douglas Avenue and running thence westwardly along the south margin of Hayes Street, 50 feet to a point; thence running southwardly at right angles to Haynes Street, and on a line parallel to 19th Avenue North, formerly Douglas Avenue, 139 feet to a point; thence running eastwardly on a line parallel to Hayes Street, 50 feet to a point on the line of 19th Avenue North, formerly Douglas Avenue, thence running northwardly with the western line of 19th Avenue North, formerly Douglas Avenue, 139 feet to the point of beginning.

Being the same property conveyed from James L. Krasne, Trustee, under the Guilford Glazer Non-Exempt Marital Trust dated May 15,1984, to 1901 Hayes, LLC, a Delaware limited liability company, by Quitclaim Deed dated December 2, 2020, recorded January 4, 2021, in Instrument No. 20210104-0000834, in the Register's Office of Davidson County, Tennessee.

This is improved property, known as 1901 Hayes Street, Nashville, TN 37203

The Grantee acknowledges and agrees that it has not been afforded a sufficient due diligence period to inspect, test and determine the condition of the Property. The Grantee acknowledges that it is a sophisticated purchaser of commercial real estate, such as the Property, and that the Grantee is relying exclusively on its own examination and testing of the Property, and that it is not relying on any information provided or to be provided by the Grantor.

The risk that adverse physical and environmental conditions may not have been revealed or discovered upon the Grantee's due diligence of the Property, or the risk that such conditions may not be discoverable by the Grantee's due diligence of the Property shall be upon and with the Grantee. Accordingly, the Grantee hereby waives and releases the Grantor from any present or future claims arising from or relating to the presence or alleged presence of Hazardous Materials in, on, under or about the Property or any off-site location to which such substances actually or are alleged to have migrated from the Property or otherwise have come to be present as a result of or in connection with present or past activities or operations of the Property.

The Grantee hereby disclaims reliance on any and all representations from the Grantor except for those expressly set forth in the Purchase and Sales Agreement for the Property entered into between Grantor and Grantee. There is no representation by the Grantor that the Property is for a particular purpose. The Grantee accepts possession of the Property in its existing "AS-IS", "WHERE IS" condition and "WITH ALL FAULTS".

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee its (successors), heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, its (successors), heirs and assigns, against the lawful claims of all persons, claiming by, through or under the grantor.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness my hand this 18th day of October, 2021, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

1901 Hayes, LLC, a Delaware Limited Liability Company

By: William Neiman
Its: Chief Operating Officer

STATE OF California
COUNTY OF _____

Before me, _____ of the state and county mentioned, personally appeared William Neiman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chief Operating Officer of 1901 Hayes, LLC, the within named bargainor, a Delaware limited liability company, and that such William Neiman as such Chief Operating Officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as Chief Operating Officer.

Witness my hand and seal, at office, this _____ day of October, 2021. see attached certificate

_____
Notary Signature

Printed Name:_____

My commission expires:_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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)
County of Los Angeles)

On October 18, 2021 before me, Michelle Peters, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared William Neiman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my ~~hand and official seal.~~

Signature _____
Signature of Notary Public

MICHELLE PETERS
Notary Public - California
Los Angeles County
Commission # 2241640
My Comm. Expires Jun 5, 2022

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Special Warranty Deed
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Neiman	Signer's Name:
☑ Corporate Officer — Title(s): COO	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: 901 Hayes LLC	Signer Is Representing:

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Certificate of Authenticity

I, Kim Bennett, 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 October 18, 2021

.

Affiant/Signature

10/19/21
Date

SANYA L. ARBOGAST
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

State of TENNESSEE
County of DAVIDSON

Sworn to and subscribed before me this 19th day of October, 2021.

Notary's Signature

My Commission Expires: 8/28/24

Notary's Seal

SANYA L. ARBOGAST
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

File No. COM-21-LPE-1901