Karen Johnson Davidson County
Batch# 748933 DEEDWARRSP
11/03/2021 12:28:30 PM 6 pgs
Fees: $33.00 Taxes: $37,925.00
20211103-0147177

NCS 1021715

| ADDRESS NEW OWNER: | MAP/PARCEL | SEND TAX BILLS TO: |
|---|---|---|
| One Premier Plaza<br>5605 Glenridge Drive, Suite 775<br>Atlanta, GA 30342 | 092-04-0-318.00 | Same as New Owner |
| This instrument prepared by:<br>Vasilios Siomos, Attorney, 124 Barrypoint Rd., Riverside, IL 60546 | | |

## 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, **806 16th Ave, LLC**, a Delaware limited liability company (the "**Grantor**"), has bargained and sold, and by these presents does hereby transfer and convey to **RW/GC MARATHON VILLAGE OWNER, LLC**, a Delaware limited liability company (the "**Grantee**") certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "**Property**").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to only those Permitted Encumbrances set forth on Exhibit B, attached hereto and incorporated herein by reference (the "**Permitted Encumbrances**").

This is property located at 806 16th Avenue North, Nashville, Davidson County, Tennessee, 37203.

**TO HAVE AND TO HOLD** the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

[signature page follows]

**IN WITNESS WHEREOF**, the Grantor has executed this Special Warranty Deed this 28th day of October, 2021.

**GRANTOR**

**806 16th Ave, LLC**, a Delaware limited liability company

By: Leftbank Nashville I, LLC, its Manager

By: Left Development Management, LLC, an Operational Manager

By: _____
Name: Christopher Lefkovitz
Title: Manager

STATE OF ILLINOIS )
COUNTY OF COOK )

Before me, the undersigned, Diana Pence, a Notary Public in and for the State and County aforesaid, personally appeared Christopher Lefkovitz, 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 Manager of Left Development Management, LLC, an Operational Manager of Leftbank Nashville I, LLC, the Manager of 806 16th Ave, LLC, and that as such Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Manager.

WITNESS my hand and seal at office in Chicago, Illinois, this 28 day of October, 2021.

_____
Notary Public

DIANA PENCE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 15, 2022

My Commission Expires: May 15, 2022

STATE OF Georgia )
COUNTY OF Fulton )

The actual consideration or value, whichever is greater, for this transfer is $10,250,000.00.

AFFIANT

Subscribed and sworn to before me, this 27th day of October, 2021.

Notary Public

My Commission Expires: 5-31-2025

MARY ANNE LAMB NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 31, 2025

# EXHIBIT A

## LEGAL DESCRIPTION

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lots 2, 3, 4, 5, 6 and part of Lot 1 of the Barge Carter & Hereford Lots, as of record in Plan Book 1, Page 47, at the Chancery Court of Nashville and Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an existing iron rod at the intersection of the northerly right-of-way line of CSX Transportation Railroad and the westerly right-of-way line of 14th Avenue North, 49.5 feet in width;

Thence leaving the westerly right-of-way line of 14th Avenue North, with the northerly right-of-way line of CSX Transportation Railroad, South 60 deg 04 min 37 sec West, 100.00 feet to an existing iron rod;

Thence South 29 deg 59 min 53 sec East, 20.10 feet to an existing iron rod;

Thence South 60 deg 04 min 37 sec West, 500.00 feet to pk nail set in the easterly right-of-way line of 16th Avenue North;

Thence leaving the northerly right-of-way line of CSX Transportation Railroad, with the easterly right-of-way line of North 29 deg 58 min 26 sec West, 198.92 feet to an existing railroad spike at a corner common with property of Robert L. Link, as of record in Deed Book 7490, Page 553, at the Register's Office for Davidson County, Tennessee;

Thence with the southerly property line of Robert L. Link, North 59 deg 56 min 21 sec East, 199.92 feet to an existing iron rod;

Thence North 60 deg 04 min 37 sec East, 400.00 feet to an existing iron rod in the westerly right-of-way line of 14th Avenue North;

Thence with the westerly right-of-way line of 14th Avenue North, South 29 deg 59 min 53 sec East, 179.30 feet to the POINT OF BEGINNING.

Containing 117,573 square feet or 2.699 acres more or less.

Being the same property conveyed to 806 16th Ave, LLC, as of record in Instrument Number: 20200915-0105315, at the Register's Office for Davidson County, Tennessee.

## EXHIBIT B

## PERMITTED ENCUMBRANCES

1. Real estate taxes for 2022 and subsequent years not yet due and payable.
2. All matters shown on plat(s) of record in Plat Book 1, Page 47, in the Register's Office of Davidson County, Tennessee.
3. Terms and provisions of Easement Agreement, by and between 14th Avenue North, LLC and Robert L. Link, also known as Metro Roofing & Metal Supply Co., Inc., of record in Instrument No. 201602100012918, in the Register's Office of Davidson County, Tennessee.
4. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by 14th Avenue North, LLC, of record in Instrument No. 201609200098633, in the Register's Office of Davidson County, Tennessee.
5. Matters contained in Deed of record in Book 4319, Page 138, in the Register's Office of Davidson County, Tennessee.
6. Easements and rights retained in Metro Ordinance No. 045-241, not of record in the Register's Office of Davidson County, Tennessee.
7. Rights of the Railroad Company to expand its right of way to its full charter width.
8. Encroachments of buildings and structures into any railroad charter right of way as shown on those site plans prepared by Poole & Poole Architecture dated December 17, 2020, last revised October 20, 2021, designated as 806 16th Ave. - Project No. 2036.00.
9. Terms and provisions of Notice of Land Use Restrictions, by 806 16th Ave, LLC, a Delaware limited liability company, of record in Instrument No. 202009150105316, in the Register's Office of Davidson County, Tennessee.
10. Rights of others in and to the Alley contiguous to the land.
11. Terms and provisions of Affidavit Regarding Railroad Rights-of-Way, by and between 806 16th Ave, LLC, a Delaware limited liability Company and Rangewater Development, LLC, a Georgia limited liability Company, of record in 202108170110868, in the Register's Office of Davidson County, Tennessee.
12. Terms and provisions of that certain Lease dated as of October 23, 2020, by and between 806 16th Ave, LLC, a Delaware limited liability Company, and Hardaway Construction Corp., a Tennessee corporation, as amended by that certain First Amendment to Lease dated as of August 31, 2021.

## Tennessee Certification of Electronic Document

I, HEATHER TOWNSEND, 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 28, 2021 (date of document).

Affiant Signature

October 28, 2021
Date

State of GEORGIA

County of GWINNETT

Sworn to and subscribed before me this 30 day of September, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 1/1/2023

NAME: KAREN L. HIBBETS

NOTARY'S SEAL