Karen Johnson Davidson County
Batch# 781793 DEEDWARRSP
12/30/2021 10:37:30 AM 8 pgs
Fees: $43.00 Taxes: $69,375.00
20211230-0171722

Address New Owner:	Send Tax Bills To:	Map-Parcel Number(s):
Nashville Design Center, LLC c/o Emerald Real Estate Partners, LLC 3857 Birch Street, Suite 441 Newport Beach, CA 92660	Same as New Owner	105-07-0-122.00
This instrument prepared by: Brandi Norred Maiorino, Esq., Ottinger Law Group, PLLC, 3835 Cleghorn Ave., Suite 250, Nashville, TN 37215		

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 all of which are hereby acknowledged, Nashville Design Collective LLC, a Tennessee limited liability company, owning a 42.00% interest, CDR LLC, a Tennessee limited liability company owning a 34.80% interest and Onibur LLC, a Tennessee limited liability company owning a 23.20% interest (collectively, the "Grantors"), have bargained and sold, and by these presents do transfer and convey to Nashville Design Center, LLC, a Delaware limited liability company ("Grantee"), and Grantee's successors and assigns, certain property in Nashville, Davidson County, State of Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to all matters set forth in Exhibit B.

This is improved property known as 510 Merritt Drive, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, hereditaments, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever. Grantors covenant and bind themselves, their successors and assigns to warrant and forever defend the title and quiet possession to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantors, but not otherwise, subject to matters more particularly described in Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Grantors has executed this Special Warranty Deed on the 18th day of December, 2021. This Special Warranty Deed is effective December __, 2021.

Nashville Design Collective LLC, a Tennessee limited liability company

By: _____

Name: David E Barnes

Title: President

STATE OF Rhode Island
COUNTY OF Washington

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared David Barnes, 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 Nashville Design Collective LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal, at office in South Kingstown, Rhode Island, this the 18th day of December 2021.

_____
NOTARY PUBLIC

My Commission Expires: 6-22-25

STEPHEN B. KENYON NOTARY PUBLIC COMMISSION EXPIRES JUN 25, 2025 STATE OF RHODE ISLAND

IN WITNESS WHEREOF, the Grantors has executed this Special Warranty Deed on the 18th day of December, 2021. This Special Warranty Deed is effective December _, 2021.

CDR, LLC a Tennessee limited liability company

By: _____

Name: David E Barnes

Title: President/member

STATE OF Rhode Island
COUNTY OF Washington

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared David Barnes, 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 Member of CDR, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Member.

Witness my hand and seal, at office in South Kingstown, Rhode Island, this the 18th day of December 2021.

_____
NOTARY PUBLIC

My Commission Expires: 6-27-25

STEPHEN B. KENYON
NOTARY PUBLIC
COMMISSION EXPIRES
JUN 25, 2025
STATE OF RHODE ISLAND

IN WITNESS WHEREOF, the Grantors has executed this Special Warranty Deed on the 18th day of December, 2021. This Special Warranty Deed is effective December 1, 2021.

Onibur, LLC, a Tennessee limited liability company

By: _____

Name: David Rubino

Title: Member

STATE OF Rhode Island
COUNTY OF Washington

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared David Rubino, 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 Member of Onibur, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Member.

Witness my hand and seal, at office in [South Kingstown, Rhode Island], this the 18th day of December 2021.

_____
NOTARY PUBLIC

My Commission Expires: 6-24-25

STEPHEN B. KENYON
NOTARY PUBLIC
COMMISSION EXPIRES
JUN 25, 2025
STATE OF RHODE ISLAND

STATE OF California)

COUNTY OF Los Angeles

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPERTY, WHICHEVER IS GREATER, IS $18,750,000.00.

Affiant

SUBSCRIBED AND SWORN TO before me, this the 17 day of December, 2021.

RONDA J. HO
Notary Public - California
Orange County
Commission # 2311121
My Comm. Expires Oct 31, 2023

Notary Public

My Commission Expires: 10/31/2023

EXHIBIT A

THE PROPERTY

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

LOT 1 OF THE RESUBDIVISION OF A PORTION OF BLOCK "F" ON THE PLAN OF MERRITT HAGAN LAND IN SOUTH NASHVILLE OF RECORD IN PLAT BOOK 5210, PAGE 19, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON ROD IN THE NORTHERLY RIGHT-OF-WAY LINE OF MERRITT AVENUE AT A CORNER COMMON WITH CHARLES E. WILLIAMS OF RECORD IN DEED BOOK 5033, PAGE 936, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF MERRITT AVENUE WITH THE EASTERN PROPERTY LINE OF CHARLES E. WILLIAMS NORTH 07 DEG. 17 MIN. 10 SEC. EAST, 400.00 FEET TO AN EXISTING IRON ROD AT A CORNER COMMON WITH THE PROPERTY OF LVH, LLC, AS OF RECORD IN INSTRUMENT NO. 201502180014011, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE SOUTHERLY PROPERTY LINE OF THE LVH, LLC, SOUTH 83 DEG. 01 MIN. 27 SEC. EAST, 241.00 FEET TO AN EXISTING IRON ROD AT A CORNER COMMON WITH THE PROPERTY OF OKLAHOLICS, LLC, AS OF RECORD IN INSTRUMENT NUMBER 201608240088751, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 1801, 15' IN WIDTH; THENCE WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID ALLEY SOUTH 07 DEG. 17 MIN. 10 SEC. WEST, 385.08 FEET TO AN EXISTING IRON ROD; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00' AN ARC LENGTH OF 23.48' A CENTRAL ANGLE OF 89 DEG. 41 MIN. 51 SEC. AND A CHORD BEARING AND DISTANCE OF SOUTH 52 DEG. 07 MIN. 52 SEC. WEST, 21.16 FEET TO AN IRON ROD SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF MERRITT AVENUE; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF MERRITT AVENUE NORTH 83 DEG. 01 MIN. 27 SEC. WEST, 226.08 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO NASHVILLE DESIGN COLLECTIVE LLC, A TENNESSEE LIMITED LIABILITY COMPANY, AS TO 42.00% INTEREST AND TO CDR, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, AS TO 34.80% INTEREST AND ONIBUR, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, AS TO 23.20% INTEREST, BY QUITCLAIM DEED FROM NASHVILLE DESIGN COLLECTIVE LLC, OF RECORD IN INSTRUMENT NO. ___202112300171721_____, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

EXCEPTIONS TO TITLE

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.

2. All matters shown on plat(s) of record in Minute Book N, Page 241 and Plat Book 5210, Page 19, in the Register's Office of Davidson County, Tennessee.

3. Amending the Official Street and Alley Acceptance and Maintenance Map for the Metropolitan Government of Nashville and Davidson County, Tennessee by Closing, Vacating and Abandoning a Certain Portion of Brown Street Extending Northwardly from Merritt Avenue of record in Ordinance No. 72-189, in the Metro Clerk's Office of Davidson County, Tennessee.

4. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Nashville Design Collective LLC, of record in Instrument No. 201903120022622, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Agreement for Dedication of Public Right-of-Way, by and between Nashville Design Collective LLC and The Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 201903140023292, in the Register's Office of Davidson County, Tennessee.

6. Rights of tenants in possession, as tenants only, under prior unrecorded leases.

7. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclose by an ALTA/NSPS survey made by Republic National for Partner Engineering and Science, Incorporated on November 12, 2021 last revised December 16, 2021, designated 21-339047.4:

    a. Building lies within 20' Setback Line by as much as 17.8'.

    b. Chain link fence extends over southwesterly borderline onto subject land by as much as 2.9'.

    c. Chain link fence of unknown ownership meanders along and over northerly borderline of subject land by as much as 0.5' S & 1.1' N.

    d. Wire fence extends over easterly borderline onto subject land by as much as 0.4'.

    e. Wall extends over westerly borderline onto subject land by as much as 0.5'.

    f. Wall extends over easterly borderline onto adjoining land by as much as 0.3'.

    g. Dumpster wall extends over easterly borderline onto adjoining land by as much as 0.3'.

    h. Transformer near southeasterly corner of subject land lacks benefit of an easement.

True Copy Certification

I, Mary Kate C. Brandon, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law on 12/18/2021.

Signature

Date: 12/18/2021

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M King, a notary public for this county and state, Mary Kate C. Brandon who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature 12/18/2021

My Commission Expires: 7/22/2025

Notary Seal

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY