Karen Johnson Davidson County
Batch# 791183 DEEDWARRSP
01/14/2022 12:30:30 PM 6 pgs
Fees: $33.00 Taxes: $15,857.09
20220114-0006077

This Instrument Prepared By and Return To:
Thomas W. Forster
Varnum LLP
999 Vanderbilt Beach Rd., Ste. 210
Naples, Florida 34108

Name and Address New Owner/Send Tax Bills To:
6416 Woodman Avenue, LLC
c/o Robertson Business Park, LLC
864 S. Robertson Blvd., Suite 100
Los Angeles, CA 90035

Map and Parcel No.:
161-233

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 4th day of January, 2022 between **NOLENSVILLE OLD HICKORY LLC**, a Delaware limited liability company whose principal address is 1730 Main Street, Suite 226, Weston, Florida 33326 (as "**Grantor**"), and **6416 WOODMAN AVENUE, LLC**, a California limited liability company whose principal address is 864 S. Robertson Boulevard, Suite 100, Los Angeles, California 90035 (as "**Grantee**").

The Grantor, for and in consideration of the sum of $10.00, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto to Grantee, its successors and assigns forever, the land, situate, lying and being in Nashville, Tennessee, described as follows:

See **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

Together with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

The Grantor hereby covenants with Grantee, except as set forth herein, that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This conveyance is made subject to the following matters: all items listed on **Exhibit B** attached hereto and incorporated here by this reference (the "**Permitted Exceptions**").

When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular and plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name as of the day and year first written above.

NOLENSVILLE OLD HICKORY LLC,
a Delaware limited liability company

By: _____
Name: Michael Outlaw
Title: Manager

STATE OF Florida)
)
COUNTY OF Brevard)

Before me, DaNell D'Alfonso of the state and county mentioned, personally appeared Michael Outlaw, 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 Manager of Nolensville Old Hickory LLC, the within named bargainor, a Delaware limited liability company, and that such Manager, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Manager.

Witness my hand and seal, at office in Sunrise, this 31 day of December, 2021.

DANELL D'ALFONSO NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires May 31, 2025
HH 116839

_____
Notary Public

"EXHIBIT A"
Legal Description

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

Land in Davidson County, Tennessee, described as follows:

PARCEL 1:

Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Second Revision of SOUTH PLAZA SHOPPING CENTER, according to the plat thereof, as of record in Book 6250, Page 556, of the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being more particularly described according to a survey by Michael V.Holmes & Associates, Inc., dated April 22, 1987, as follows:

Beginning at a concrete monument in the northerly margin of Old Hickory Boulevard and the easterly margin of Nolensville Road,
Thence North 05 deg. 01' 00" west 74.00 feet to a point;
Thence North 83 deg. 23' 31" east 200.00 feet to a point;
Thence South 06 deg. 36' 29" east 153.58 feet to a point;
Thence South 83 deg. 23' 31" west 121.12 feet to a point;
Thence North 52 deg. 05' 00" west 113.53 feet to the point of beginning.

PARCEL 2:

Easement(s) benefiting PARCEL 1 as described in Reciprocal Access and Cross Parking Easement of record in Book 6490 Page 204, as re-recorded in Book 6538 Page 731; and Book 6644, Page 397, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Nolensville Old Hickory LLC, a Delaware limited liability company, by Deed from Preferred Premium Properties, LLC, of record in Instrument No. 201907310075563, in the Register's Office of Davidson County, Tennessee.

"EXHIBIT B"
Permitted Exceptions

1. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.

2. No insurance is afforded as to the acreage or square footage contained in the Land.

3. Taxes and assessments for the year 2022 and subsequent years, a lien not yet due and payable.

4. All matters shown on plat(s) of record in Plat Book 6250, Page 556, in the Register's Office of Davidson County, Tennessee.

5. Restriction(s) contained in Deed of record in Book 6644, Page 410, in the Register's Office of Davidson County, Tennessee.

6. Reciprocal Access and Cross Parking Easement and Property Maintenance Agreement of record in Book 6490, Page 204; and re-recorded in Book 6538, Page 731, in the Register's Office of Davidson County, Tennessee.

7. Deeds of Conveyance to Nashville and Davidson County Department of Water and Sewerage Services of record in Book 7026, Page 885; Book 7026, Page 926; and Book 8855, Page 505, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Reciprocal Easement and Restrictive Covenant Agreement, by and between South Plaza Joint Venture and The Krysal Company, of record in Book 6644, Page 397, in the Register's Office of Davidson County, Tennessee.

9. Terms and provisions of Agreement for Dedication of Public Right-of-Way, by and between Nolensville Old Hickory LLC and The Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 202010190121473, in the Register's Office of Davidson County, Tennessee.

10. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Nolensville Old Hickory LLC, of record in Instrument No. 202011240137707, in the Register's Office of Davidson County, Tennessee.

11. Rights of parties in possession not shown by the Public Records.

12. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Ernest C. Drake, PLS No. 2604, coordinated by AEI Consultants on December 14, 2021, designated Job No. 450692: a) Overhead lines cross the property without the benefit of a recorded easement.

AFFIDAVIT OF VALUE

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $4,285,700.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Patricia A. Cadena
AFFIANT

SUBSCRIBED AND SWORN TO before me this 31 day of December, 2021.

Notary Public

My Commission Expires:

MARIANNE D. DOWNER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 25, 2024
ACTING IN COUNTY OF Oakland

Tennessee Certification of Electronic Document

I, Patricia A. Cedeno, 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 12-31-2021 (date of document).

Patricia A. Cedeno
Affiant Signature

1-4-2022
Date

State of Michigan
County of Oakland

Sworn to and subscribed before me this 4th day of January, 2022

Notary's Signature

MY COMMISSION EXPIRES: 7-25-2024

NOTARY'S SEAL

MARIANNE D. DOWNER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 25, 2024
ACTING IN COUNTY OF Oakland