Karen Johnson Davidson County
Batch# 794155 DEEDWARRSP
01/21/2022 03:25:58 PM 5 pgs
Fees: $28.00 Taxes: $28,750.85

20220121-0008282

THIS INSTRUMENT PREPARED BY:
MORGAN & AKINS, PLLC
10 Burton Hills Blvd.
Suite 210
Nashville, Tennessee 37215
(615) 829-5995

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is: $7,770,500.00

Affiant

Subscribed and sworn to before me, this 21st day of January, 2022.

Notary Public

My Commission Expires:

SHIRLEY KINGREY NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF DAVIDSON MY COMM. EXPIRES SEPTEMBER 8TH, 2025

SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills to	Tax Information:
522 4th AVE S, LLC 3835 CLEGHORN AVE STE 250 NASHVILLE, TN 37215	New Owner c/o Jim Robbins 6628 Mower Place San Diego, CA 92130	Map-Par. Numbers: 093 062 058.00

THIS SPECIAL WARRANTY DEED, effective as of the 21st day of January, 2022, between Second Avenue North Partners, LLC (hereinafter referred to as "Grantor"), and 522 4th AVE S, LLC, a Tennessee limited liability company authorized to transact business in the State of Tennessee (hereinafter referred to as "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the legal representatives, successors, successors-in-title and assigns of Grantee, all of that certain land lying and being located in Davidson County, Tennessee, as more particularly described on **Exhibit A** attached hereto and hereby made a part hereof, together with any and all improvements located thereon. This conveyance, and all covenants and warranties contained herein, are made expressly subject to the matters set forth on **Exhibit B**, which is attached hereto and incorporated herein by this reference.

To have and to hold said tracts or parcels of land, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behalf of Grantee, forever, in fee simple.

Grantor shall warrant and forever defend the right and title to said tract or parcel of land unto Grantee and the legal representatives, successors-in-title and assigns of Grantee, against the claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise.

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed as of the day and year first above written.

GRANTOR:
Second Avenue North Partners, LLC

BY: Robert Brandon Kuvara
ITS: Chief Manager

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Robert Brandon Kuvara, 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 Chief Manager (or other officer authorized to execute the instrument) of Second Avenue North Partners, LLC, the within named bargainor, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Manager.

Witness my hand and seal, at Office, this the 21st day of January, 2022.

ELIZABETH PENNEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires May 9, 2023

Notary Public

My Commission Expires: 5/9/23

EXHIBIT A

LEGAL DESCRIPTION

Being a Parcel of land in the 19th Councilmanic District, Central Business Services District, of Nashville, Davidson County, Tennessee. Generally located between 2nd Avenue North and Alley No. 11, North of Broadway and South of Commerce Street. Being more particularly described as a portion of Lot No. 29 as shown on The Original Town of Nashville, Not of Record, also being the property conveyed to 135 2nd Avenue North, LLC by Deed of Record in Instrument No. 20080115-0004684, R.O.D.C. and being more particularly described as follows:

Beginning in the Westerly right-of-way of 2nd Avenue North at the Northeast common corner of NVS Properties, LLC, as of Record in Instrument No. 20140123-0006441, R.O.D.C.;

Thence, with the Northerly line of said NVS Properties, LLC, S 63° 17' 17" W, 88.38 feet to the Easterly right of way of said Alley No. 11 (Right-of-Way Varies);

Thence, with said Easterly right-of-way of said Alley No. 11, N 25° 51' 31" W, 43.69 feet;

Thence, leaving said Easterly right-of-way of Alley No. 11 with the Southerly line of the property conveyed to Margaret Ann Warner by Deed of Record in Instrument No. 20051230-0156580, R.O.D.C., N 63° 14' 38" E, 87.54 feet to the Westerly right-of-way of 2nd Avenue North;

Thence, with the Westerly right-of-way of 2nd Avenue North, S 26° 57' 51" E, 43.73 feet to the point of beginning.

Containing 3,845 square feet or 0.09 Acres, and more particularly described on land survey Project No. 3611700, dated June 1, 2015, by Barge, Waggoner, Summer & Cannon, Inc. Land Surveyors, Licensed No. 1935, State of Tennessee.

Being the same property conveyed to Second Avenue North Partners, LLC, a Tennessee limited liability company, by Special Warranty Deed from 135 Second Avenue Associates, LLC, a Tennessee limited liability company, of record in Instrument No. 20150609-0053973, in the Register's Office of Davidson County, Tennessee, dated June 8, 2015, and recorded on June 9, 2015.

This is improved property known as 135 Second Ave. in Nashville, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

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

- Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann _ 67-5-603, et seq.

- Easement for Conservation, recorded in Book 6210, Page 51, as amended in Book 8139, Page 36.

- Rights or claims of tenants under unrecorded leases.

- Rights of others in and to any party walls located on the subject property.

- No warranty is provided as to the amount of acreage or square footage of the land.

- Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§ 181 et seq.) or under similar state laws.

- All matters shown on survey prepared by Barge Design Solutions dated June 4th, 2015 and June 8th, 2015 and Reinspected and Updated January 14th, 2022. File No. 3611701.