This instrument prepared by and after recording return to:

Leach and Company, PLLC
2129 Belcourt Avenue, Second Floor
Nashville, Tennessee 37212

Karen Johnson Davidson County
Batch# 796804 **DEEDWARRSP**
01/28/2022 03:18:00 PM 5 pgs
Fees: $28.00 Taxes: $74,000.00



20220128-0010631

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
1101 Sixty Third, LLC P.O. Box 158434 Nashville, TN 37215	Same as New Owner	091-000-006.00 091-000-007.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **GENESCO INC.**, a Tennessee corporation ("Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **1101 SIXTY THIRD, LLC**, a Tennessee limited liability company ("Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

This being improved property commonly known as 1101 and 1111 63rd Avenue North, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[*Signatures Commence on Following Page*]

28th IN WITNESS WHEREOF, the Grantor executed this Special Warranty Deed to be effective this day of January, 2022.

GRANTOR:

GENESCO INC.,
a Tennessee corporation

By: _____
Name: Matthew N. Johnson
Its: Vice President and Treasurer

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Matthew N. Johnson, the Vice President and Treasurer of Genesco Inc., a Tennessee corporation, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he as Vice President and Treasurer executed the foregoing instrument for the purposes therein expressed and contained, by signing the name Matthew N. Johnson, as such Vice President and Treasurer.

Witness my hand and official seal this 24th day of January, 2022.

SHARON L DAVIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

_____
Notary Public

My Commission Expires:

5/9/23

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $20,000,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 28 day of January 2022.

NOTARY PUBLIC

My Commission Expires: 10-2-2023

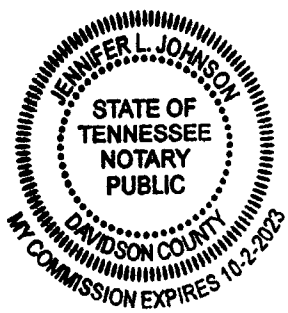


Exhibit "A"

Legal Description of Property

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

Tract 1:

Land in Davidson County, Tennessee, being Lots 2 and 4, Block No. 12, Cherokee Park Subdivision, of record in Book 161, page 75, Register's Office for Davidson County, Tennessee.

Said Lots 2 and 4 front together 100 feet on the southerly side of Pennsylvania Avenue and extend back between parallel lines and with the west margin of 63rd Avenue, 150 feet to an alley.
Being the same property conveyed to Genesco, Inc. by Special Warranty Deed from Ingram Industries, Inc. of record in Book 4355, Page 202, in the Register's Office of Davidson County, Tennessee.

Tract 2:

Land in the 8th, formerly the 12th Civil District, of Davidson County, Tennessee, described according to a survey made by Z. J. Wilkinson, Surveyor, May 28, 1947, as amended by a survey made by said Z. J. Wilkinson dated December 15, 1960 and December 27, 1960, as follows:

Beginning in the northwesterly margin of 63rd Avenue North 488.6 feet west of the Southwesterly margin of Centennial Boulevard; thence North 58° West 252 feet with a fence; thence South 32° West 91 feet to a point; thence South 87° 10' West 35.7 feet to a point in a fence, marked by an iron pipe; thence South 31 ° 18' West with a fence 91 feet to point; thence North 58° West 153.7 feet to the Southerly margin of N.C. & St. L. right of way; thence with the Southerly margin of said right of way South 38° 46' West 408.6 feet, more or less, to the beginning of a curve; thence around said curve with a 12° curve 503 feet, more or less, to a point in the North margin of Louisiana Avenue, thence North 54° 41' East 262.5 feet; thence North 32°2' East 145 feet to a point in the northeasterly margin of Pennsylvania Avenue; thence with the North margin of said Avenue South 58° East 100 feet to the intersection of 63rd Avenue North; thence with the line of said Avenue North 32° 02' East 613.6 feet to the point of beginning.

Being the same property conveyed to Genesco Inc. by Special Warranty Deed from Ingram Industries, Inc. of record in Instrument No. 201805020041476, in the Register's Office of Davidson County, Tennessee.

Exhibit "B"

Permitted Exceptions

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

2. Easement(s) contained in Deed of record in Book 2027, Page 66, in the Register's Office of Davidson County, Tennessee.

3. Easement(s) contained in Deed of record in Instrument No. 201711030113316 and Instrument No. 201711030113317, in the Register's Office of Davidson County, Tennessee.

4. Abandonment of Subdivision of record in Book 4391, Page 105, in the Register's Office of Davidson County, Tennessee.

5. Rights of the Railroad Company to expand its right of way to its full charter width.

6. 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 Ted J. Stevenson, II, TN RLS No. 2136, Ragan-Smith Associates, Inc. on September 28, 2021 last revised October 27, 2021, designated 21-0320:

   (A) Fence extends over northerly and southerly borderlines of subject land onto adjoining land.
   (B) Power line extends over and through northeasterly corner of subject land without benefit of an easement.
   (C) Power line extends over northerly, easterly & southerly borderlines of subject land without benefit of an easement.
   (D) Water line extends over easterly borderline of subject land without benefit of an easement.
   (E) Utility poles and utility poles w/ anchors on subject land lack benefit of an easement.
   (F) Sanitary sewer line and manholes extend over southerly borderline of subject land without benefit of an easement.
   (E) Parking spaces benefitting the property located on the property to the north without a specific easement or agreement.