Karen Johnson Davidson County
Batch# 849736 DEEDWARRSP
05/02/2022 03:09:45 PM 5 pgs
Fees: $28.00 Taxes: $22,755.00
20220502-0050885

This Instrument Prepared By:
Calogero S. Nocera
Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, TN 37219

SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills to:	Map-Parcel No.
2311 12 South Property LLC	2311 12 South Property LLC	
4 Bryant Park, Suite 200	4 Bryant Park, Suite 200	10513009900
New York, New York 10018	New York, New York 10018	10513043700

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is Six Million One Hundred Fifty Thousand and 00/100 Dollars ($6,150,000.00).

ANN MARIE CHARNES NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF DAVIDSON MY COMM. EXPIRES 07-09-2024

Calogero Nocera
Affiant

SUBSCRIBED AND SWORN TO before me, this the 2ND day of May, 2022.

Ann Marie Charnes
Notary Public

My Commission Expires: 7-9-2024

For and in consideration of the sum of Six Million One Hundred Fifty Thousand and 00/100 Dollars ($6,150,000.00), the receipt and sufficiency of which are hereby acknowledged, **1221 PARTNERS, L.L.C.**, a Tennessee limited liability company ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **2311 12 SOUTH PROPERTY LLC,** a Delaware limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings, and structures located thereon, together with Grantor's interest, if any, in the rights, easements, licenses, privileges and appurtenances presently thereon or appertaining thereto (the "Property").

The Property is improved property known as at 2311, 2315 and 2317 12th Avenue South, Nashville, Davidson County, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns in fee simple forever.

Grantor covenants and binds Grantor, its successors, and assigns to warrant and defend the title to the Property for Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming title against all acts of the Grantor(s) herein and no other (except claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject only to the matters set forth on Exhibit B, to the extent the same are valid and subsisting and applicable to the Property.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this ____ day of _____, 2022.

GRANTOR:

1221 PARTNERS, L.L.C.,
a Tennessee limited liability company

By: MLJL
Name: MARK DEUTSCHMANN
Its: Chief Manager

STATE OF Tennessee)

COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mark Deutschmann 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 of **1221 PARTNERS, L.L.C.**, the within named grantor, a Tennessee limited liability company, and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the foregoing entity.

Witness my hand and seal, this the 29th day of April, 2022.

NOTARY PUBLIC

My Commission Expires: 9/2/2024

ZOE MUSSELMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-2-2024

EXHIBIT A
to Special Warranty Deed

Property Description

BEING located in the 18th Councilmanic District of Davidson County, Tennessee, being located northwesterly of the Elmwood Avenue and 12th Avenue South intersection and being a portion of Lot Number 11 and 12 as shown on Belmont Land Company's Plan, called Belmont Heights, of record in Book 421, Page 34, in the Register's Office of Davidson County, Tennessee and being more particularly described as follows:

BEGINNING at an existing masonry nail and washer stamped "CESO Inc." in the easterly right-of-way of Alleyway of #428, said monument being a northwesterly corner common with Big Plan Holdings 1204 Elmwood, LLC Property as recorded in Instrument #20210203-0015932 in the Register's Office of Davidson County, Tennessee; Thence leaving said Big Plan Holdings 1204 Elmwood, LLC Property and continuing along with the easterly right-of-way of Alleyway of #428, N 08°00'07" E a distance of 49.62' to a new masonry nail and brass disk monument, said monument being the southerly line of the Haley Properties, LLC Property as recorded in Instrument #20110119-0005260 in the Register's Office of Davidson County, Tennessee; Thence leaving said easterly right-of-way of Alleyway of #428 and continuing along with the southerly lines of the Haley Properties, LLC Property and also the Fred Lawrence, Regan and James Alderman Property as recorded in Deed Book 11725, Page 584 in the Register's Office of Davidson County, Tennessee, S 81°49'19" E a distance of 220.47' to a new masonry nail and brass disk monument in the westerly right-of-way of 12th Avenue South; Thence leaving said Fred Lawrence, Regan and James Alderman Property and continuing along with the westerly right-of-way of 12th Avenue South, S 05°19'31" W a distance of 194.20' to a new masonry nail and brass disk, said monument being the northerly right-of-way of Elmwood Avenue; Thence leaving said westerly right-of-way of 12th Avenue South and continuing along with the northerly right-of-way of Elmwood Avenue, N 82°10'51" W a distance of 150.43' to an existing ½" iron pin monument, said monument being the southeasterly corner common to the Big Plan Holdings 1204 Elmwood, LLC Property; Thence leaving northerly right-of-way of Elmwood Avenue and continuing along with the Big Plan Holdings 1204 Elmwood, LLC Property the following two calls: N 08°21 '00" E a distance of 145.42' to an existing 5/8" iron pin monument capped "RLS 2389"; Thence N 81°55'21" W a distance of 80.00' to an existing masonry nail and washer stamped "CESO Inc." in the easterly right-of-way of Alleyway of #428, which is the point of beginning, having an area of 32,224 square feet, 0.74 acres more or less. All bearings based on Tennessee State Plane (NAD 83).

Being the same property as conveyed to 1221 PARTNERS, L.L.C., a Tennessee limited liability company by Warranty Deed from H.G. HILL REALTY COMPANY, a Tennessee corporation recorded December 17, 1996 in Book 10292, Page 928, in the Register's Office for Davidson County, Tennessee, together with Deed of Correction recorded August 22, 1997 in Book 10579, Page 404, said Register's Office.

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated October 18, 2021.

EXHIBIT B

to Special Warranty Deed

Permitted Encumbrances

1. General or special taxes and assessments required to be paid in the year 2022 and subsequent years for Map/Par. No. 10513009900 and 10513043700.

2. Matters shown on the Plan of record in Plat Book 421, page 34, said Register's Office.

3. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the Lease Agreement from 1221 Partners, L.L.C., a Tennessee limited liability company to Crescent 4, LLC, a Tennessee limited liability company, as evidenced by a Memorandum of Lease dated October 25, 2012, memorializing the Lease Agreement dated March 11, 2010, from 1221 Partners, L.L.C., a Tennessee limited liability company, to Crescent 4, LLC, a Tennessee limited liability company, of record in Instrument No. 20121026-0098456, as assigned by Memorandum of Assignment of Lease, dated October 25, 2021, of record in Instrument No. 20121026-0098457, in said Register's Office.

4. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in an unrecorded Parking Lease Agreement from 1221 Partners, L.L.C., a Tennessee limited liability company to 12th South Restaurant, LLC, a Tennessee limited liability company, dated March 11, 2010, as assigned by Assignment and Assumption of Parking Lease, dated October 25, 2012, from 12th South Restaurant, LLC, a Tennessee limited liability company, to Crescent 4, LLC, a Tennessee limited liability company.

5. Rights of tenants, as tenants only, under unrecorded leases which leases contain no options or rights of refusal to purchase the Land.