Karen Johnson Davidson County
Batch# 912887 DEEDWARR
09/06/2022 03:02:30 PM 9 pgs
Fees: $48.00 Taxes: $41,440.00
20220906-0100006

Address Of New Owner:	Map-Parcel Number(s):	Send Tax Bills To:
1210 Michigan Avenue Miami Beach, FL 33139	026-15-0-039.00	1210 Michigan Avenue Miami Beach, FL 33139

Please return to:
_____
_____
_____

This Instrument is Prepared By:
KITCHENS KELLEY GAYNES, P.C.
Glenridge Highlands One, Suite 800
5555 Glenridge Connector
Atlanta, Georgia 30342
Attn: Adam J. Katz, Esq.

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 29 day of August, 2022, between **2201 GALLATIN PIKE, LLC**, a Georgia limited liability company (hereinafter referred to as *"Grantor"*) and **127 AMM LLC**, a Florida limited liability company (hereinafter referred to as *"Grantee"*) (*"Grantor"* and *"Grantee"* to include their respective successors, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all those certain tracts or parcels of land lying and being in Davidson County, Tennessee (hereinafter referred to collectively as the *"Land"*) as more particularly described in the attached **EXHIBIT "A,"** which exhibit is incorporated herein.

TOGETHER WITH all rights, members, structures, easements, alleys, ways, appurtenances, improvements, chattels, timber, shrubbery, trees, plants, fixtures, privileges, tenements or hereditaments incident or appurtenant thereto (the foregoing, together with the

Land, are herein referred to as the *"Property"*), subject only to those matters set forth and described on **EXHIBIT "B"** attached hereto and by this reference made a part hereof (herein referred to as the *"Permitted Exceptions"*).

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE, subject only to the Permitted Exceptions.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against the claims of any persons owning, holding or claiming by, through or under Grantor and none other (other than claims arising under the Permitted Exceptions).

IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal by its duly authorized representative as of the date and year first above written.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO LIMITED WARRANTY DEED]

Signed, Sealed, and Delivered in the Presence of :

Witness: _____

Print Name: Brad Shoemaker

GRANTOR:

2201GALLATIN PIKE, LLC,
a Georgia limited liability company

By: Mimms Investments,
a Georgia General Partnership
its sole member and manager

By: _____

Name Robert C. Mimms

Its: General Partner

STATE OF GEORGIA
COUNTY OF FULTON

On this 23rd day of August 2022, before me personally appeared Robert C. Mimms, with whom I am personally acquainted, and who upon oath acknowledged himself to be the General Partner of Mimms Investments, the within named bargainor, a Georgia general partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partnership by himself as such General Partner thereof; and, who, upon oath, acknowledged Mimms Investments, a Georgia general partnership, to be the Sole Member/Manager of 2201 GALLATIN PIKE, LLC, the within named bargainor, a Georgia limited liability company, and that it as such Sole Member/Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Mimms Investments, a Georgia general partnership by itself as Sole Member/Manager.

WITNESS my hand and seal at office, this 23rd day of August, 2022.

ADAM J KATZ
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 4, 2023

Notary Public: _____

My Commission Expires: June 4, 2023

[OATH OF VALUE STATEMENT PAGE – LIMITED WARRANTY DEED]

STATE OF GEORGIA
COUNTY OF FULTON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $11,200,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me on this the 29th day of August, 2022.

Notary Public

My Commission Expires: February 21, 2023

[NOTARY SEAL]

DUEDISHARA C JENKINS NOTARY PUBLIC FULTON COUNTY, GA EXP. FEB 21, 2023

Exhibit "A"

LEGAL DESCRIPTION

Tract 1:

Being a certain tract of land located along the East side of U.S. Hwy. 31E (Gallatin Road) in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being Lot 1 on the plat of Northside Festival as recorded in Book 9700, Page 39, R.O.D.C.T., and being more particularly described by metes and bounds as follows:

Beginning at an iron pin (old), said pin being the northwest corner of the herein described tract a corner to First Capital Institutional Real Estate, LTD-2 as evidenced in Book 6870, Page 963, R.O.D.C.T., and in the East right of way of U.S. Hwy. 31 E (Gallatin Road);

Thence with said right of way North 45 degrees 55 minutes 11 seconds East, 549.53 feet to an iron pin (old), said pin being a corner to Lot 2 on the plat of Northside Festival as recorded in Book 9700, Page 39, R.O.D.C.T.;

Thence with the line of the aforementioned Lot 2 for the next 6 calls: 1.) South 44 degrees 05 minutes 29 seconds East, 27.00 feet to a P.K. nail (old); 2.) South 26 degrees 46 minutes 11 seconds East, 25.14 feet to a P.K. nail (old): 3.) South 44 degrees 04 minutes 49 seconds East, 18.00 feet to a P.K. nail (old); 4.) South 45 degrees 55 minutes 11 seconds West, 31.28 feet to a P.K. nail (old); 5.) South 44 degrees 04 minutes 48 seconds East, 201.08 feet to an iron pin (old); and 6.) South 54 degrees 48 minutes 45 seconds East, 42.75 feet to an iron pin (old), said pin being a corner to Lot 5 on the plat of Re-subdivision of Lot 3, Northside Festival as recorded in Book 9700, Page 161, R.O.D.C.T.;

Thence with the line of the aforementioned Lot 5 for the next 2 calls: 1.) South 45 degrees 48minutes 45 seconds East, 130.03 feet to an iron pin (old); and 2.) North 36 degrees 58 minutes 42 seconds East, 3.66 feet to an iron pin (old), said pin being a corner to David Senn as evidenced in Book 6154, Page 340, R.O.D.C.T.;

Thence with the line of Senn South 51 degrees 47 minutes 43 seconds East, 177.40 feet to an iron pin (old), said pin being a corner to J.L. Newman as evidenced in Book 3308, Page 340, R.O.D.C.T.;

Thence with the line of Newman and then W.D. Tidwell as evidenced in Book 3308, Page 336, R.O.D.C.T. South 45 degrees 25 minutes 11 seconds West, 595.00 feet to a concrete monument (old), said monument being a corner to First Capital Institutional Real Estate, Ltd-2 as evidenced in Book 6870, Page 963, R.O.D.C.T.;

Thence to the line of First Capital Institutional Real Estate, LTD-2 North 41 degrees 48 minutes 34 seconds West, 620.74 feet to the point of beginning and containing 7.731 acres.

Exhibit "A" (Cont.)

Tract 2:

Being a certain tract of land located along the South side of Northside Drive in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee. Being Lot 5 on the plat of Resubdivision of Lot 3, Northside Festival as recorded in Book 9700, Page 161, R.O.D.C.T., an being more particularly described by metes and bounds as follows:

Beginning at an iron pin (old), said pin being the northeast corner of the herein described tract. In the South right of way of Northside Drive, and a corner to David Senn as evidenced in Book 6154, Page 340, R.O.D.C.T.;

Thence with the line of Senn South 36 degrees 59 minutes 38 seconds West, 286.99 feet to an iron pin (old). Said pin being a corner to Lot 1 on the plat of Northside Festival as recorded in Book 9700, Page 39, R.O.D.C.T.;

Thence with the line of the aforementioned Lot 1 for the next 2 calls: 1.) South 36 degrees 58 minutes 42 seconds West, 3.66 feet to a P.K. nail (old); and 2) North 54 degrees 48 minutes 45 seconds West, 130.03 feet to an iron pin (old). Said pin being a corner to Lot 2 on the plat of Northside Festival as recorded in Book 9700, Page 39, R.O.D.C.T.;

Thence with the line of the aforementioned Lot 2 North 45 degrees 55 minutes 11 seconds East, 74.27 feet to a P.K. nail (old), said pin being a corner to Lot 3 on the plat of Resubdivision of Lot 3, Northside Festival as recorded in Book 9700, Page 161, R.O.D.C.T.;

Thence with the line of the aforementioned Lot 4 for the next 3 calls: 1.) North 37 degrees 02 minutes 52 seconds East, 50.15 feet to an iron pin (old); 2.) North 41 degrees 33 minutes 11 seconds East, 69.08 feet to an iron pin (old), said pin being the beginning of a curve to the left, said curve having a central angle of 86 degrees 04 minutes 11 seconds, a radius of 25.00 feet, a arc length of 37.56 feet, and a chord of North 01 degrees 28 minutes 57 seconds West, 34.12 feet and 3.) With the arc of the above described curve 37.56 feet to an iron pin (old), said pin being in the South right of way Northside Drive and being the beginning of a curve to left, said curve having a central angle of 08 degrees 31 minutes 00 seconds, a radius of 925.00 feet, an arc length of 137.50 feet, and a chord of South 48 degrees 46 minutes 35 seconds East, 137.37 feet;

Thence with said right of way, along the arc of the above described curve 137.50 feet to the point of beginning and containing 0.819 acres.

Together with non-exclusive appurtenant easements granted in Declaration of Easements, Covenants and Restrictions for Northside Festival Shopping Center of record in Book 9818, Page 370 Register's Office for Davidson County, Tennessee, amended by First Amendment of record in Book 9912, Page 591, said Register's Office, and Second Amendment in Book 10089, Page 201 said Register's Office.

Being the same property conveyed by Special Warranty Deed to 2201 Gallatin Pike, LLC, a Georgia limited liability company from Jamestown 15, L.P., a Georgia limited partnership of record in Instrument No. 200610120126869, Register's Office for Davidson County, Tennessee.

Parcel No. 026-15-39.00

Exhibit "B"

PERMITTED EXCEPTIONS

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

2. Rights of tenant's under leases.

3. Subject to all matters shown on the Plan of record in Plat Book 3300, Page 18; amended by Plat Book 7016, Page 722, in the Register's Office for Davidson County, Tennessee.

4. Subject to all matters shown on the Plan of record in Plat Book 9700, Page 161, in the Register's Office for Davidson County, Tennessee.

5. Subject to all matters shown on the Plan of record in Plat Book 9700, Page 39, in the Register's Office for Davidson County, Tennessee.

6. Agreement for Dedication of Easement for Sanitary Sewers of record in Book 5666, Page 550, in the Register's Office for Davidson County, Tennessee.

7. Agreement for Dedication of Easement for Sanitary Sewers of record in Book 5667, Page 225, in the Register's Office for Davidson County, Tennessee.

8. Agreement for Dedication of Easement for Sanitary Sewers and/or Strom Drainage of record in Book 6813, Page 533, Register's Office for Davidson County, Tennessee.

9. Restriction as set forth in Warranty Deed of record in Book 7012, Page 243, in the Register's Office for Davidson County, Tennessee.

10. Covenants, Conditions, Restrictions, Easements, Setback Lines and any Amendments thereto as disclosed on the plat of subdivision recorded in Book 9700, Page 39, and plan recorded in Book 3300, Page 18, as amended in Book 7016, Page 722 and plan of Resubdivision of Lot 3 Northside Festival in Book 9700, Page 161, Register's Office for Davidson County, Tennessee.

11. Terms and conditions of Declaration of Easements, Covenants and Restrictions for Northside Festival Shopping Center by Nashvest Associates, Limited Partnership, (the "Developer"), dated September 25, 1995, recorded January 9, 1996 in Book 9818, Page 370; First Amendment recorded January 9, 1996 in Book 9912, Page 591; Second Amendment recorded July 17, 1996 in Book 10089, Page 201.

12. Terms of Lease between Shopping Center Lease between Nashvest Associates Limited Partnership, a Georgia limited partnership, and Michaels Stores, Inc., a Delaware corporation, as evidenced by Memorandum dated May 23, 1995, of record in Book 9736, Page 271; Subordination, Non- Disturbance and Attornment Agreement recorded October 12, 2006 as Instrument No. 20061012-0126873, Register's Office for Davidson County, Tennessee.

13. Terms of Lease between Nashvest Associates Limited Partnership, a Georgia limited partnership, and Circuit City Stores, Inc., a Virginia corporation, as evidenced by Memorandum dated June 29, 1995, of record in Book 9759,Page 263, as amended by First Amendment as evidenced by

Memorandum of Lease, dated February 27, 2006, between Jamestown 15 L.P., a Georgia limited partnership and Toys "R" US-Delaware, Inc., a Delaware corporation, recorded at Instrument No. 20060929- 0120595, as affected by Agreement dated October 4, 2006, recorded at Instrument No. 20061222-0157869, Register's Office for Davidson County, Tennessee.

14. Terms of Lease between Nashvest Associates Limited Partnership, a Georgia limited partnership, and PetsMart, Inc., a Delaware corporation, as evidenced by Memorandum dated April 28, 1995, of record in Book 9948, Page 421; Subordination Non-Disturbance and Attornment Agreement recorded at Instrument No. 20061012-0126874, Register's Office of Davidson County, Tennessee.

15. Lease Assignment and Assumption Agreement of record in Book 7232, Page 931, Register's Office for Davidson County, Tennessee.

16. Terms of Lease between 2201 Gallatin Pike, LLC, a Georgia limited liability company, and Ross Dress for Less, Inc., a Virginia corporation, as evidenced by Memorandum.

Tennessee Certification of Electronic Document

I, Patrick S. Bennett, 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 08/29/2022 (date of document).

Affiant Signature

09/01/2022
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 1st day of September, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY