Karen Johnson Davidson County
Batch# 1055107 DEEDWARRSP
09/28/2023 04:06:30 PM 7 pgs
Fees: $38.00 Taxes: $47,360.00
20230928-0076362

This Instrument Prepared by:
Alston & Bird LLP
1201 W. Peachtree Street
Atlanta, Georgia 30309
Attention: Julia Bahms

After Recording, Return to:

Alston & Bird LLP
1201 W. Peachtree Street
Atlanta, Georgia 30309
Attention: Julia Bahms

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)
The actual consideration or value, whichever is greater, for this transfer is $12,800,000.00

Richard C. Wood
Affiant

Subscribed and sworn to before me, this 22nd day of September, 2023

Malena Almada
Notary Public
My Commission Expires: 02/09/2027

MALENA ALMADA NOTARY PUBLIC MY COMM. EXPIRES 02/09/2027 CLAYTON COUNTY, GEORGIA

Address New Owner as Follows:

210 Cumberland Bend Owner, LLC
c/o Wood Partners
15 Music Square West
Nashville, TN 37203

Send Tax Bills To:

Same

Map-Parcel Number and Property Address:
071 13 0 010.00

210 Cumberland Bend
Nashville, TN 37228

SPECIAL WARRANTY DEED

[Nashville, Tennessee]

THIS INDENTURE, made as of the 22 day of September, 2023, by and between **DORE FROG, LLC**, a Tennessee limited liability company (hereinafter called "**Grantor**"), and **210 CUMBERLAND BEND OWNER, LLC**, a Delaware limited liability company (hereinafter called "**Grantee**"; the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

W I T N E S E T H, That:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby

acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all of Grantor's rights, titles, powers, privileges and interests in and to that certain tract or parcel of land being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, together with (i) any buildings, structures and improvements located thereon, (ii) all rights, benefits, privileges, easements, tenements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including, to the extent owned by Grantor, all mineral rights, development rights, air and water rights, and (iii) all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such parcel of land (hereinafter referred to as the "**Property**"), subject only to those matters set forth on Exhibit "B" attached hereto and by this reference incorporated herein and made a part hereof (hereinafter referred to as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property 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 the Grantee forever in FEE SIMPLE.

AND GRANTOR will warrant and forever defend the title to the Property unto Grantee against the lawful claims of all persons claiming by, under, or through Grantor but not further or otherwise, subject to the Permitted Exceptions, to which this conveyance is expressly made subject.

This is improved property located at 210 Cumberland Bend, Nashville, Davidson County, Tennessee 37228.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

DORE FROG, LLC,
a Tennessee limited liability company

By: _____
Name: Paul Huddleston
Title: President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, a Notary Public of the state and county aforesaid, personally appeared Paul Huddleston, as President of Dore Frog, LLC, a Tennessee limited liability company, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as his free act and deed for the purposes therein contained.

WITNESS my hand and seal, at office in *(county, state)* Davidson County, Tennessee, this 20th day of September, 2023.

EMILY N. MEANS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES MARCH 09, 2027

_____
Notary Public

My Commission Expires: March 9, 2027

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Land in the Eighth Civil District, Nashville, Davidson County, Tennessee, being Lot No. 3, as shown on the map entitled Second Revision, Section Three, Cumberland Bend Business Park, of record in Instrument No. 200006190060811, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description, as affected by Instrument to Amend Final Subdivision Plat in Instrument No. 202211290125146.

Being the same property conveyed to Dore Frog, LLC, a Tennessee limited liability company, by deed from Ambrose Printing Company, a Tennessee corporation (previously misidentified as Ambrose Printing Company, Inc., a Tennessee corporation), of record in Instrument No. 202008060087575, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2023 and subsequent years, which are a lien not yet due and payable.

2. All matters shown on plat(s) of record in Book 11190, Page 80; and Instrument No. 20000619006081l; as affected by Instrument to Amend Final Subdivision Plat in Instrument No. 202211290125146, in the Register's Office of Davidson County, Tennessee, including certain easements, the approximate locations of which are shown on that certain ALTA/NSPS Land Title Survey made by TTL, Inc., bearing the seal of Joshua A. Meeks (TN RLS # 2790), dated September 22, 2023, designated as Job No. 22-12-00696 (the "Survey").

3. Warranty Deed of Flowage Easement from Emma Bush, widow; H. C. Bush and wife, Edith Weber Bush; and J.W. Bush and wife, Marguerite M. Bush to United States of America, and its assigns forever, of record in Book 2290, Page 256, in the Register's Office of Davidson County, Tennessee, current approximate location of which is shown on Survey.

4. Terms and provisions of Right of Way Easement, from Kuhn's-Big K Stores Corp., a Tennessee corporation in favor of Colonial Pipeline Company, a Delaware corporation, its successors and assigns, of record in Book 5021, Page 588, in the Register's Office of Davidson County, Tennessee, and the approximate location of which is as shown on Survey.

5. Terms and provisions of Master Deed Establishing Lien for Expenses of Administration and of Maintenance and Repairs of common and Joint Accesses and Easements for Cumberland Bend, Metrocenter, by Metrocenter Properties, a partnership composed of Pathfinder Resources, Inc., a Delaware corporation; R. C. H. Mathews, Jr.; and R. C. Mathews; Contractor Inc., a Tennessee corporation, of record in Book 5028, Page 333; as affected by Master Deed Cumberland Bend, Metrocenter First Amendment in Book 5035, Page 972, (including a 10' x 20' electric easement and a 50' access easement, approximate locations of which are as shown on Survey) in the Register's Office of Davidson County, Tennessee, Sections 2 and 3 of the Master Deed are not included in this exception. Section 2 relates to the By-Laws of the Association which is now defunct, and the restrictions set forth in Section 3 have expired by their terms.

6. Terms and provisions of Declaration of Agreements, Charges, Assessments and Liens for Metrocenter Business Park, by Metrocenter Properties, a Tennessee general partnership, of record in Book 7487, Page 952, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Tri-Party Agreement, by and between Metrocenter Improvements Association, Inc., a Tennessee corporation; Metrocenter Holdings, Inc., a Tennessee and

Ambrose Printing Company, Inc., a Tennessee corporation, of record in Book 8469, Page 451, in the Register's Office of Davidson County, Tennessee.

8. Easement for the flow of the waters of Cumberland River, and the rights of the public therein.

9. Rights of upper and lower riparian owners to the flow of the waters of Cumberland River, free from diminution or pollution.

10. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of Cumberland River.

11. Rights of the United States to unilaterally flood the land.

12. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/NSPS Land Title Survey dated September 22, 2023, prepared by TTL, Inc., bearing the seal of Joshua A. Meeks (TN RLS # 2790), designated as Job Number 22-12-00696:
    a. construction fence of unknown ownership encroaches onto subject parcel at the southwest corner;
    b. catch basin crossing subject property line
    c. culvert pipe, or rcp crossing subject property outside of any easement area;
    d. water line crossing subject property outside of any easement area;
    e. parking spaces extend beyond property line;
    f. concrete/gravel path extending beyond property line;
    g. underground telephone, underground gas lines, sanitary sewer, CATV, water lines, underground utility line.

13. Terms and provisions of Stormwater Drainage Easement Agreement, by and between Abberly Riverwalk TIC I-III LLC; Abberly Riverwalk TIC IV-V LLC; Abberly Riverwalk TIC VI LLC; Abberly Riverwalk TIC VII LLC; Abberly Riverwalk TIC VIII LLC; Abberly Riverwalk TIC IX LLC; Abberly Riverwalk TIC X LLC; Abberly Riverwalk TIC XI LLC; and Abberly Riverwalk TIC XII LLC, each a Delaware limited liability company and Dore Frog, LLC, a Tennessee limited liability company, of record in Instrument No. 202302140010695, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, HEATHER TOWNSEND, 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 September 22,2023 (date of document).

Affiant Signature

September ,22 2023

Date

State of GEORGIA

County of FULTON

Sworn to and subscribed before me this 22 day of September, 2023.

Notary's Signature

MY COMMISSION EXPIRES: NOVEMBER 22, 2025

NOTARY'S SEAL

KAREN H CUMMINGS
Notary Public, Georgia
Clayton County
My Commission Expires
November 22, 2025