Karen Johnson Davidson County
Batch# 1081787 DEEDWARRSP
12/14/2023 11:51:30 AM 6 pgs
Fees: $33.00 Taxes: $38,480.00
20231214-0096553

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Nations Owner LLC 3102 West End Avenue, Suite 780 Nashville, TN 37203	Map 80 & Parcel No. 8	Nations Owner LLC 3102 West End Avenue, Suite 780 Nashville, TN 37203
This instrument prepared by: Petrina M. Markowitz, Esq. 86 Hall Farm Road New London, NH 03257		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **AJ LAND COMPANY, LLC,** a Tennessee limited liability company, known of record as A.J. Land Company, LLC, a Tennessee limited liability company ("**Grantor**"), by these presents hereby sells, transfers and conveys to **NATIONS OWNER LLC**, a Delaware limited liability company ("**Grantee**"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain land located in Davidson County, State of Tennessee, being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"), together with all rights, interests, easements and hereditaments appurtenant thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "**Permitted Encumbrances**").

The Property is improved property located at 1650 54th Avenue North, Nashville, Tennessee.

STATE OF ~~TENNESSEE~~
COUNTY OF DAVIDSON District of Columbia

The actual consideration or value, whichever is greater, for this transfer is $10,400,000.00.

Affiant

Subscribed and sworn to before me this 13th day of December, 2023.

Notary Public
My Commission Expires:

KATHLEEN T. MCHUGH
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires October 31, 2024

KATHLEEN T. MCHUGH NOTARY PUBLIC EXP. ON 10-31-24 DISTRICT OF COLUMBIA

ELECTRONICALLY RECORDED BY:
Fidelity National Title Insurance Company
1620 L Street, NW, 4th Floor
Washington, D.C. 20036

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except: (i) claims arising under or by virtue of the Permitted Encumbrances; and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 13 day of December, 2023.

GRANTOR:

AJ LAND COMPANY, LLC, a Tennessee limited liability company

By: _____
Alfred T. Stewart, Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Brandi Norred Maiorino, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Alfred T. Stewart, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of **AJ LAND COMPANY, LLC,** a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager of **AJ LAND COMPANY, LLC,** a Tennessee limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, by himself in his capacity Chief Manager of **AJ LAND COMPANY, LLC,** a Tennessee limited liability company.

Witness my hand seal at office this 11th day of December, 2023.

_____
Notary Public

My Commission Expires: July 6, 2026

BRANDI NORRED MAIORINO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

[Signature Page to Special Warranty Deed]

EXHIBIT A

PROPERTY DESCRIPTION

Beginning in the north line of a 20' access road at an iron pin located 586.3 feet west of the west right of way of 54th Avenue North, the southwest corner of the Triangle Pacific Corp., recorded in deed book 5121, page 840, R.O.D.C.:

Thence along the line of said 20' access N 49 deg 59 min 29 sec W, 594.87 feet to an iron pipe:

Thence leaving said 20' access and along the east line of the Missouri Portland Cement Co. recorded in deed book 3939, page 38 R.O.D.C., N 00 deg 37 min 39 sec E, passing an iron pin set at 694.35 feet, a total of 924.00 feet to the low water line of the Cumberland River.

Thence upstream with the meanders of said low water line S 49 deg 49 min 13 sec E 662.31 feet;

Thence leaving said low water line and along the west line of said Triangle Pacific Corp. S 2 deg 37 min 31 sec W, 880.00 feet to the point of beginning and containing 10.09 acres, more or less.

Being the same property conveyed to Lealco Properties LLC by Limited Warranty Deed from Shell Oil Company, dated June 16, 1999 and filed for record June 17, 1999, in Book 11533, page 337 and re-recorded in Book 11611, page 468, said Register's Office. Being the same property conveyed to A.J. Land Company, LLC, a Tennessee limited liability company, by deed of record in Instrument No. 20140702-0058429, said Register's Office, as corrected by that certain Scrivener's Affidavit of record in Instrument No. 20210416-0051248, Register's Office for Davidson County, Tennessee in which the correct name of the property owner is identified as AJ Land Company, LLC, a Tennessee limited liability company.

This is improved property known as 1650 54th Avenue North, Nashville, TN 37209-1469

EXHIBIT B

PERMITTED ENCUMBRANCES

Restrictions and release agreement of record in Book 11533, Page 337 and re-recorded in Book 11611, Page 468, in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

Flowage Easement to the United States of America for Cheatham Lock and Dam Project, Cumberland River, Tennessee of record in Book 2270, Page 491, in the Register's Office for Davidson County, Tennessee.

Easement for water pipes of record in Deed Book 1716, Page 27, in the Register's Office for Davidson County, Tennessee

Rights, restrictions, provisions and easements as set forth in deeds of record in Book 1113, Page 214 and re-recorded in Book 1237, Page 141, in the Register's Office for Davidson County, Tennessee, including rights of others and the public generally in and to the twenty foot perpetual easement and right of way referenced therein, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons, and also omitting the "no building or structure" restricted area.

Possible right of CSX Railroad to increase its right-of-way to the full extent of its charter.

Water (Riparian Rights) -

(a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Cumberland River without diminution or pollution and the consequence of any past or future change in the location of Cumberland River;

(b) riparian rights incident to premises;

(c) rights of upper and lower riparian owners in and to the waters of Cumberland River crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;

(d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.

Certificate of Authenticity

I, Mark Badanowski, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of District of Columbia

County of N/A

Personally appeared before me, Kathleen McHugh, a notary public for this county and state, Mark Badanowski who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

This 13th day of December, 2023

Notary's Signature

KATHLEEN T. MCHUGH
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires October 31, 2024

My Commission Expires:

Notary's Seal (If on paper)

