THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:

Adam R. Lewis, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Karen Johnson Davidson County
Batch# 1093903 DEEDWARR
01/25/2024 09:17:30 AM 7 pgs
Fees: $38.00 Taxes: $46,990.00
20240125-0004975

New Property Owner and Send Tax Bills To	Map-Parcel Numbers
FOF II Centennial Yards Property Owner, LLC c/o Foundry Commercial Acquisitions, LLC 420 S Orange Avenue, Suite 400 Orlando, Florida 32801 Atttention: Ankoor Jivan	P/O Map/Parcel # 080-00-0-015.00 Map/Parcel # 080-00-0-049.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of this 12th day of January 2024, by and between NATURE'S BEST ORGANICS OF TENNESSEE, LLC, a Tennessee limited liability company (the **"Grantor"**), and FOF II CENTENNIAL YARDS PROPERTY OWNER, LLC, a Delaware limited liability company (the **"Grantee"**).

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby grant, bargain, sell, convey and confirm unto the Grantee, all of the following described real estate situated and being in Davidson County, Tennessee, to wit:

See **Exhibit A**, attached hereto and incorporated herein by reference as if copied verbatim.

TO HAVE AND TO HOLD the aforesaid real estate, together with all improvements located thereon and all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto unto the Grantee, its successors and assigns in fee simple, subject, however, to those encumbrances and matters (hereinafter collectively the **"Permitted Exceptions"**) set forth on **Exhibit B** attached hereto and incorporated herein by reference as if copied verbatim, but only to the extent that the same are valid and enforceable against the Property.

And the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of the aforedescribed real estate; that the Grantor has a good right to sell and convey the same; that the same is unencumbered except for the Permitted Exceptions; and that subject the Permitted Encumbrances, the Grantor warrants and forever defends the title unto the Grantee against all lawful claims whatsoever of all persons claiming by, through or under Grantor, but not further or otherwise.

The word "**party**" as used herein shall mean "**parties**" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the Grantor the day and year first above written.

GRANTOR: **NATURE'S BEST ORGANICS OF TENNESSEE, LLC,**
a Tennessee ~~limited liability company~~

By: _____
Name: SIDNEY G. BRIAN
Title: MANAGER

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **SIDNEY G. BRIAN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ~~himself~~/herself to be the MANAGER of **NATURE'S BEST ORGANICS OF TENNESSEE, LLC**, a Tennessee limited liability company, the within named bargainer, a limited liability company, and that he as such MANAGER executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as MANAGER..

WITNESS my hand and Official Seal at office this 12th day of January 2024.

(NOTARY SEAL)

BRANDY CATALANOTTO
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

Brandy Catalanotto
Notary Public, State of Tennessee

Printed Name: Brandy Catalanotto
Notary Commission No. n/a
My Commission Expires: 11/8/27

Signature Page

Deed
0239060\202801\13525164

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $12,700,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

FOF II CENTENNIAL YARDS PROPERTY OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Pryse R. Elam
Title: President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of January 2024, by Pryse R. Elam as President of FOF II CENTENNIAL YARDS PROPERTY OWNER, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me, ~~or furnished _____ as identification~~

(NOTARY SEAL)

Notary Public State of Florida
Amy J Patterson
My Commission HH 413517
Expires 6/27/2027

_____
Print Name: Amy J. Patterson
Notary Public, State and County aforesaid
Commission No.: HH 413517
My Commission Expires: 6/27/2027

Signature Page

** Being part of the same property conveyed to Nature's Best Organics of Tennessee, LLC, by deeds of record in Instrument No. 20191015-0105804 and Instrument No. 20191004-0101976, Register's Office for Davidson County, Tennessee.

Exhibit A
To

Special Warranty Deed

(Legal Description of Property)

SITUATED in the 20th Council District, City of Nashville, Davidson County, Tennessee, being bounded on the north by Centennial Boulevard, on the east by Wayne A. & Maxie L. Greer as recorded in Instrument No. 201311080116203, in the Register's Office of Davidson County (RODC), Tennessee and Bellsouth Communications, Inc as recorded in Instrument No. 200902230015520 (RODC) bounded on the south by Buckeye SE Terminals, LP as recorded in Instrument No. 202206170069427 (RODC), Jimmy Mitchell as recorded in Instrument No. 201803010019008 (RODC) and Metro Gov't NE Power Board as recorded in Deed Book 5620, Page 600 (RODC), and bounded on the west by Briley Parkway, and being more particularly described as follows:

BEGINNING in the westerly right of way of Centennial Boulevard, also being the northwest corner of Wayne; thence leaving Centennial Boulevard and along Wayne, South 12 deg. 50 min. 12 sec. East, 143.13 feet to corner in common with Bellsouth; thence leaving Wayne and along Bellsouth the following seven (7) courses: South 45 deg. 29 min. 48 sec. West, 807.33 feet; thence South 46 deg. 26 min. 27 sec. East, 256.17 feet; thence North 61 deg. 09 min. 27 sec. East, 136.06 feet; thence North 66 deg. 50 min. 40 sec. East, 209.12 feet; thence North 60 deg. 03 min. 04 sec. East, 196.58 feet; thence North 60 deg. 04 min. 46 sec. East, 145.51 feet; thence North 59 deg. 44 min. 17 sec. East, 92.87 feet to the westerly right of way of Centennial Boulevard; thence along said right of way line, South 17 deg. 28 min. 58 sec. East, 51.27 feet, to the northeast corner of Buckeye; thence leaving said right of way and along the line in common with Buckeye the following two (2) courses: South 59 deg. 43 min. 41 sec. West, 82.08 feet; thence South 56 deg. 02 min. 41 sec. West, 101.99 feet; thence leaving Buckeye, South 61 deg. 47 min. 32 sec. West, 243.59 feet; thence South 66 deg. 54 min. 05 sec. West, 209.85 feet; thence South 61 deg. 15 min. 05 sec. West, 314.16 feet; thence South 42 deg. 45 min. 04 sec. West, 252.77 feet; thence North 46 deg. 54 min. 39 sec. West, 266.70 feet; thence South 45 deg. 29 min. 50 sec. West, 606.05 feet to the corner in common with Jimmy; thence with the line in common with Jimmy, South 45 deg. 29 min. 37 sec. West, 279.18 feet to the corner in common with Metro Gov't; thence leaving Jimmy and along the line in common with Metro Gov't, North 52 deg. 03 min. 23 sec. West, 114.39 feet to a point on the south right of way line of Briley Parkway; thence leaving Metro Gov't and along said right of way the following eight (8) courses: North 02 deg. 48 min. 09 sec. East, 5.06 feet to a point on a curve; thence along a curve to the right, having a radius of 1,322.39 feet and a chord bearing and distance of North 09 deg. 24 min. 13 sec. East, 386.49 feet; thence North 17 deg. 04 min. 28 sec. East, 143.54 feet to a point on a curve; thence along a curve to the right, having a radius of 355.14 feet and a chord bearing and distance of North 49 deg. 02 min. 17 sec. East, 184.38 feet; thence North 65 deg. 44 min. 36 sec. East, 204.31 feet to a point on a curve; thence along a curve to the left, having a radius of 565.87 feet and a chord bearing and distance of North 34 deg. 18 min. 28 sec. East, 565.35 feet; thence North 12 deg. 37 min. 34 sec. East, 70.76 feet to a point on a curve; thence along a curve to the right, having a radius of 205.44 feet and a chord bearing and distance of North 42 deg. 20 min. 42 sec. East, 252.85 feet to a point on the south right of way line of Centennial Boulevard; thence leaving Briley Parkway and along said south right of way the following three (3) courses: North 82 deg. 02 min. 54 sec. East, 383.91 feet; thence North 63 deg. 33 min. 22 sec. East, 107.70 feet; thence North 85 deg. 23 min. 48 sec. East, 169.77 feet to the POINT OF BEGINNING.

Containing 930,868 square feet or 21.370 acres, more or less.

Bearings based on Tennessee State Plane Coordinate System.

** title source above

Exhibit B
To

Special Warranty Deed

(Permitted Exceptions)

1. Taxes for the year 2024, a lien not yet due and payable.

2. Easement for water pipeline of record in Book 1038, Page 282, in the Register's Office for Davidson County, Tennessee.

3. Easement for power lines of record in Book 1585, Page 577, in the Register's Office for Davidson County, Tennessee.

4. Easement for right of way for Centennial Boulevard of record in Book 2494, Page 109, in the Register's Office for Davidson County, Tennessee.

5. Grant of Transmission Line Easement recorded in Book 2882, Page 584, in the Register's Office for Davidson County, Tennessee.

6. Easement recorded in Book 1163, Page 229, confirmed in Book 3280, Page 319, in the Register Office for Davidson County, Tennessee.

7. Easement to Metropolitan Government of Nashville Electric Power Board of record in Instrument No. 20010226-0017449, in the Register's Office for Davidson County, Tennessee.

8. Right-of-Way Easement for pipeline right of way of record in Book 3702, Page 332, in the Register's Office for Davidson County, Tennessee.

9. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4231, Page 807, Book 4260, Page 692, and Book 4556, Page 716, in the Register's Office for Davidson County, Tennessee.

10. Deed of Conveyance conveying easement for water main of record in Book 4603, Page 285, in the Register's Office for Davidson County, Tennessee.

11. Easement Agreement of record in Book 10498, Page 62, in the Register's Office for Davidson County, Tennessee.

12. Easement to Nashville Electric Power Board dated June 1, 1945 of record in Book 1298, Page 506, Register's Office for Davidson County, Tennessee.

13. Sanitary sewer easement of record in Book 2495, Page 72, Register's Office for Davidson County, Tennessee.

14. Agreement for Dedication Easement for Sanitary Sewers and/or Storm Drainage granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4253, Page 353, Register's Office for Davidson County, Tennessee. The temporary easements contained in said Instrument no longer affect the property.

15. Permanent Easement for Sewer Line to State of Tennessee of record in Book 5453, Page 426, Register's Office for Davidson County, Tennessee. The temporary easements contained in said Instrument no longer affect the property.

16. Right of Way Easement to Colonial Pipeline Company of record in Book 3705, Page 149, Register's Office for Davidson County, Tennessee, as amended by Amendment to Right-of-way Easement of record in Book 4781, Page 12, Register's Office for Davidson County, Tennessee.

17. Perpetual Easement dated December 16, 1999 between Shawn Touloeisani and Centennial Boulevard Associates, of record in Instrument No. 20100723-0057859, Register's Office for Davidson County, Tennessee.

18. Notice of Land Use Restrictions of record in Instrument Number 20230113-0003025, in the Register's Office for Davidson County, Tennessee.

19. Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following matters disclosed on that certain ALTA/NSPS Land Title Survey prepared by Leah M. Metcalf, TN RLS No. 3430, with S&ME, dated November 1, 2023, last revised January 10, 2024, and designated as Project No. 23470142 (as to area specified as Lot 1):

A) Utility and drainage lines, with meters, valves, poles and other appurtenances;

B) Building setbacks;

C) 100' TVA Transmission Line, towers and easements crossing over property northeast to southwest;

D) Covered or enclosed walkway between single story metal buildings encroaches over boundary line without the benefit of an easement;

E) Overhead electric lines running to adjacent property encroaches without the benefit of an easement over the southwestern and northern boundary line;

F) 8" sanitary sewer line located outside of easement;

G) Encroachment denoted as "F M" not identified in Legend;

H) Fencing along northern boundary encroaches upon Briley Parkway Off Ramp at several locations;

I) No access to controlled access highway Briley Parkway;

J) Building minimally encroaches upon the TVA Transmission line easement;

K) Building encroaches upon the 20' sanitary sewer easement.

20. Declaration of Covenants and Restrictions of record at Instrument No. ** _____, in the Register's Office for Davidson County, Tennessee.

**20240122-0003239

Tennessee Certification of Electronic Document

I, Ralph "Al" Frazier #20753, 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 January 12, 2024 (date of document).

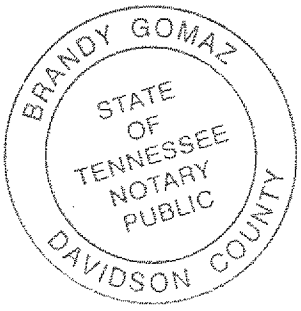
Affiant Signature

January 12, 2024
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 12th day of January, 2024.



Brandy Gomaz
Notary's Signature

My Commission Expires: 5/5/25