Karen Johnson Davidson County
Batch# 1133468 DEEDWARRSP
05/10/2024 02:04:30 PM 7 pgs
Fees: $38.00 Taxes: $96,200.00
20240510-0034637

NAME AND ADDRESS OF NEW OWNER:	MAP/PARCEL:	SEND TAX BILLS TO:
Goodwill Industries of Middle Tennessee, Inc. 937 Herman Street Nashville, TN 37208	07011000600	Same as New Owner

This instrument prepared by and when recorded return to:
K&L Gates LLP, Attn: Matthew T. Harris, Attorney
501 Commerce Street, Suite 1500, Nashville, Tennessee 37203

(STATE OF TENNESSEE)
(COUNTY OF DAVIDSON)

The value or actual consideration for this transfer, whichever is greater, is Twenty-Six Million and no/100 ($26,000,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 7 day of May 2024.

JESSIE K WOODARD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 1/6/25

Notary Public
My Commission Expires: 1/6/25

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 10th day of May, 2024, by and between **CCP-RIVERVIEW, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor") whose address for mailing purposes is c/o Continental Capital Partners, LLC, 329 Edwin Drive, Suite 201, Virginia Beach, VA 23462, Attn: Jeremy R. McLendon, and **GOODWILL INDUSTRIES OF MIDDLE TENNESSEE, INC.**, a Tennessee non-stock corporation and 501(c)(3) nonprofit organization (hereinafter referred to as "Grantee") whose address for mailing of tax notices from and after the date hereof is 937 Herman Street, Nashville, TN 37208. The designation Grantor and Grantee as used herein shall include said parties, their

respective heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

That for and in consideration of the sum of Twenty-Six Million and No/100 Dollars ($26,000,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, and conveyed and by these presents does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns in fee simple all of that certain lot or parcel of land situated in the **City of Nashville, County of Davidson, Tennessee** and being more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Land", and together with all buildings, structures, and improvements located on the Land, and all right, title and interest of Grantor in and to any easements, licenses, privileges, adjacent streets, roads, alleys, or rights of way in front of the land and any water, sewer, and utility pipes of, and facilities in or appurtenant to, the Land or the improvements thereon, collectively, the "Property").

The Property is improved property known as 525-539 and 501-523 Mainstream Drive, Nashville, Tennessee, 37228.

TO HAVE AND TO HOLD said Property and all privileges, appurtenances, estate, title and interest thereto belonging to Grantee, Grantee's successors and assigns IN FEE SIMPLE forever.

And Grantor covenants and binds itself and its successors and assigns with Grantee to warrant and forever defend the title to the Property to the Grantee and its successors and assigns against the lawful claims of all persons whomsoever claiming by, under or through Grantor but not further or otherwise, except as to those matters set forth on **Exhibit "B"** attached hereto and by this reference made a part hereof.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has duly executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR: **CCP-RIVERVIEW, LLC,**
a Delaware limited liability company

By: **CCP Nashville Office-Flex, LLC,**
a Virginia limited liability company, its Manager

By: **CCP Manager Nashville Office-Flex, LLC,**
a Virginia limited liability company, its Manager

By: **Continental Capital Partners, LLC,**
a Virginia limited liability company, its Manager

By: _____
Name: Jeremy R. McLendon
Title: Manager

State of Virginia, County of Virginia Beach

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeremy R. McLendon, in his capacity as Manager of Continental Capital Partners, LLC, a Virginia limited liability company, in its capacity as the Manager of CCP Manager Nashville Office-Flex, LLC, a Virginia limited liability company, in its capacity as the Manager of CCP Nashville Office-Flex, LLC, a Virginia limited liability company, in its capacity as the Manager of the Grantor, CCP-Riverview, LLC, a Delaware limited liability company.

Date: Nov 8 2024

JEFFREY M. LEWIS NOTARY PUBLIC COMMONWEALTH OF VIRGINIA REGISTRATION NO. 253575 MY COMM. EXPIRES 11-30-25

_____
Official Signature of Notary Public

Jeffrey M. Lewis
Notary printed or typed name

[OFFICIAL SEAL]
My commission expires: Nov. 30, 2025

Exhibit A
Legal Description

Real property in the City of Nashville, County of Davidson, State of Tennessee, described as follows:

Being Lot No. 34 on the Plan of MetroCenter Section Two, as shown on plat of record in Book 5200, page 237, in the Register's Office for Davidson County, Tennessee ("the Plat"), to which plat reference is hereby made for a more complete description.

Being the same property conveyed to CCP-Riverview, LLC, a Delaware limited liability company, by Deed from Albany Road-Riverview LLC, a Delaware limited liability company, of record in Instrument No. 201805040043090, in the Register's Office of Davidson County, Tennessee.

Exhibit B

Exceptions

1. Taxes and assessments for the year 2024, not yet due and payable.
2. All matters shown on plat(s) of record in Book 5200, Page 237, in the Register's Office of Davidson County, Tennessee.
3. Warranty Deed of Flowage Easement from W. G. Bush & Company, a Tennessee corporation to United States of America, of record in Book 2280, Page 535, in the Register's Office of Davidson County, Tennessee.
4. 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; as affected by Amendment to Declaration of Agreements, Charges, Assessments and Liens for MetroCenter Business Park Book 10602, Page 499, in the Register's Office of Davidson County, Tennessee.
5. Terms and provisions of Declaration of Restrictive Covenants, by and between MetroCenter Holdings, Inc., a Tennessee corporation and Taco Bell Corp., a California corporation, of record in Book 9420, Page 176, in the Register's Office of Davidson County, Tennessee.
6. Terms and provisions of Declaration of Special Covenants and Restrictions, by and between Weeks Realty L.P., a Georgia limited partnership and MetroCenter Holdings, Inc., a Tennessee corporation, of record in Book 11346, Page 418, in the Register's Office of Davidson County, Tennessee.
7. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, by and between KBS Nashville Industrial Portfolio I, LLC, a Delaware limited liability company and Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, of record in Instrument No. 201205030037897, in the Register's Office of Davidson County, Tennessee.
8. All matters as set forth in Council Bill No. 73-608, not of record in the Register's Office of Davidson County, Tennessee.
9. Title to that portion of the land lying below the ordinary low water mark of the Cumberland River.
10. Easement for the flow of the waters of the Cumberland River, and the rights of the public therein.
11. Rights of upper and lower riparian owners to the flow of the waters of the Cumberland River, free from diminution or pollution.
12. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of Cumberland River.
13. Rights of tenants, as parties in possession only, under Leases without any rights to purchase or acquire the Property or any part thereof.
14. Permanent Maintenance Easement and Temporary Right of Entry for Construction Purposes from Dukes Weeks Realty, L.P. to The Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Instrument No. 200005090047024, in the Register's Office of Davidson County, Tennessee.

15. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Gregory S. McVicar, RLS No. 2659, Sherrill Associates, Inc. on March 7, 2024, last revised March 22, 2024, designated 2408201:

    (a) Encroachments of parking lot near northwesterly and northeasterly corners into levee easements shown on plat of record in Book 5200, Page 237, and in easement of record in Instrument No. 200005090047024, in the Register's Office of Davidson County, Tennessee; and

    (b) Encroachment of the parking lot into the lake easement near northeasterly corner and along easterly boundary line shown on plat of record in Book 5200, Page 237, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Bainbridge Dillion, 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 correct copy of the original document executed and authenticated according to law on 05/10/2024

Bainbridge Dillion
Affiant Signature

Date: 05/10/2024

State of Tennessee

County of Davidson

Sworn to and subscribed before me this
10th day of May, 2024.

Jodean M. King
Notary's Signature

My Commission Expires: 7/22/2025
Date: 05/10/2024

Notary's Seal

