Karen Johnson Davidson County
Batch# 1194123 DEEDWARRSP
10/16/2024 10:30:30 AM 7 pgs
Fees: $38.00 Taxes: $10,915.00
20241016-0080154

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
69, LLC
2907 Tyne Blvd
Nashville, Tennessee 37215

| ADDRESS OF NEW OWNER(S): | SEND TAX BILLS TO: | MAP PARCEL NO. |
|---|---|---|
| SkyHaus Entertainment LLC<br>69 Trimble Street<br>Nashville, TN 37210 | Same | 10504038900 |

**SPECIAL WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), and other good and valuable consideration not herein mentioned, the receipt and sufficiency of which are hereby acknowledged, 69, LLC, a Tennessee limited liability company ("***Grantor***") does hereby sell, transfer, and convey unto SkyHaus Entertainment LLC, a Tennessee limited liability company ("***Grantee***"), and its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, together with all, buildings and improvements thereon, (collectively, the "***Property***"), described as follows:

See **Exhibit A** attached to and made a part of this Special Warranty Deed.

The Property is improved property with the following street address: 69 Trimble Street, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns, forever. Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has full power and legal authority to convey the Property, and the same is unencumbered, except for and subject to all matters set forth in attached **Exhibit B** (the "***Permitted Exceptions***").

Grantor further covenants for itself, and its successors, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor and no other, but no further or otherwise, except for and subject to the Permitted Exceptions. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

*(Signature on following page)*

IN WITNESS WHEREOF, Grantor has caused its name to be signed on this 15th day of September 2024.

**GRANTOR**:

**69, LLC**,
a Tennessee limited liability company

By: _____
A. Taylor Preston, Managing Member

STATE OF TENNNESSEE :

COUNTY OF DAVIDSON :

Before me, a Notary Public of the state and county mentioned, personally appeared A. Taylor Preston, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Managing Member of 69, LLC, a Tennessee limited liability company, the within named bargainor, and that such person as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by such person as such.

WITNESS my hand and seal, at office in Davidson County, Tennessee, this 30th day of ~~September~~ August 2024.

AMY HAYNES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 10-4-2027

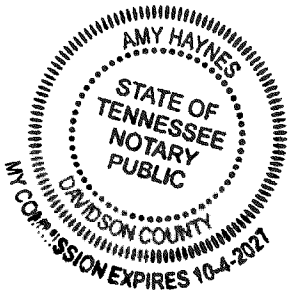
_____
Notary Public

My Commission Expires: 10/4/27

STATE OF TENNESSEE :

COUNTY OF DAVIDSON :

The actual consideration for this transfer or the value of property conveyed (whichever is greater) is $2,950,000.00.




**AFFIANT**:

**69, LLC**,
a Tennessee limited liability company

By: _____
A. Taylor Preston, Managing Member

Sworn and subscribed to before me
this 30th day of September 2024.

_____
Notary Public

My Commission Expires: 10/4/27

## EXHIBIT A

### LEGAL DESCRIPTION

The Property referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

TRACT 1

A CERTAIN PARCEL OR TRACT OF LAND LOCATED IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING A PART OF LOTS NOS. 16 AND 17 IN THE SUBDIVISION OF THE OLD FAIRGROUNDS, THE PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 116, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEGINNING AT A POINT ON THE SOUTHERLY MARGIN OF TRIMBLE STREET, AT A POINT 50 FEET EAST OF THE EASTERLY MARGIN OF LEWIS STREET, FORMERLY EAST HILL STREET; THENCE EAST WITH THE SOUTHERLY MARGIN OF TRIMBLE STREET, 75 FEET TO AN IRON PIN; THENCE AT RIGHT ANGLES SOUTH 5 DEGREES WEST 160 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF A 16 FOOT ALLEY; THENCE WITH THE NORTHERLY MARGIN OF SAID ALLEY, WESTWARDLY 58 FEET TO AN IRON PIN, SAID SIDE POINT BEING 45 FEET EAST OF THE EASTERLY MARGIN OF LEWIS, FORMERLY EAST HILL STREET; THENCE NORTHERLY 160 FEET TO THE POINT OF BEGINNING.

TRACT 2

A CERTAIN PARCEL OR TRACT OF LAND LOCATED IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING A PART OF LOTS NOS. 16 AND 17 IN THE SUBDIVISION OF THE OLD FAIRGROUNDS, THE PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 116, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEGINNING AT A POINT ON THE SOUTHERLY MARGIN OF TRIMBLE STREET, AT A POINT 125 FEET EAST OF THE EASTERLY MARGIN OF LEWIS STREET, FORMERLY EAST HILL STREET; THENCE EAST WITH THE SOUTHERLY MARGIN OF TRIMBLE STREET, FORMERLY EAST HILL STREET; THENCE EAST WITH THE SOUTHERLY MARGIN OF TRIMBLE STREET, 52 FEET TO AN IRON PIN; THENCE AT RIGHT ANGLES SOUTH 5 DEGREES WEST 160 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF A 16 FOOT ALLEY; THENCE WITH THE NORTHERLY MARGIN OF SAID ALLEY, WESTWARDLY 52 FEET TO A POINT, SAID SIDE POINT BEING 103 FEET EAST OF THE EASTERLY MARGIN OF LEWIS, FORMERLY EAST HILL STREET; THENCE NORTHERLY 160 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO 69, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM 69, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 202208120091674, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

## EXHIBIT B

### PERMITTED ENCUMBRANCES

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.

3. Easements, liens or encumbrances or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property and not shown by the Public Records.

5. Any claim to oil, gas, minerals, and all rights incident thereto, previously conveyed, transferred, leased or reserved.

6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date hereof.

7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at the date hereof.

8. The acreage or square footage contained in the Property.

9. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable.

   All matters shown on plat(s) of record in Book 21, Page 116, in the Register's Office of Davidson County, Tennessee.

10. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Paul Freeman Jr. and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 7121, Page 125, in the Register's Office of Davidson County, Tennessee.

11. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Paul Freeman Jr. and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 7121, Page 173, in the Register's Office of Davidson County, Tennessee.

12. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Paul Freeman Jr. and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 11472, Page 946, in the Register's Office of Davidson County, Tennessee.

13. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Paul Freeman Jr. and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 11472, Page 949, in the Register's Office of Davidson County, Tennessee.

14. Terms and provisions of Agreement for Dedication of Public Right-of-Way, by and between 69, Trimble LLC and The Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Instrument No. 202210030109046, in the Register's Office of Davidson County, Tennessee.

15. Rights of others in and to the alley contiguous to the Property.

16. That portion of the land embraced within the bounds of any public road or thoroughfare.

17. Rights of parties in possession not shown by the Public Records.

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 09/30/2024

Bainbridge Dillion
Affiant Signature

Date: 09/30/2024

State of Tennessee

County of Davidson

Sworn to and subscribed before me this
30th day of September, 2024.

Jodean M. King
Notary's Signature

My Commission Expires: 7/22/2025
Date: 09/30/2024

Notary's Seal

