Karen Johnson Davidson County
Batch# 1207247 DEEDWARRSP
11/20/2024 02:45:30 PM 7 pgs
Fees: $38.00 Taxes: $9,316.60
20241120-0090606

This instrument was prepared by:

Greenberg Traurig, P.A.
401 E. Las Olas Blvd, Suite 2000
Fort Lauderdale, Florida 33301
Attention: Jonathan S. Gelman, Esq.

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP/PARCEL NO.
1717 Gallatin Pike, LLC 20715 N Pima Road Suite 108-1006 Scottsdale, AZ 85255	1717 Gallatin Pike, LLC 20715 N Pima Road Suite 108-1006 Scottsdale, AZ 85255	034-06-0-034.00

THIS INDENTURE is made as of this 13 day of November, 2024, between BAI RIVERGATE OP LLC, a Delaware limited liability company, First Party, and 1717 Gallatin Pike, LLC, a Tennessee limited liability company, Second Party.

W I T N E S S E T H :

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, and conveyed, and does by these presents grant, bargain, sell, remise, release, and convey unto Second Party, its successors and assigns, all of First Party's right, title and interest in and to the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

with the hereditaments and appurtenances thereto appertaining (collectively, the "Property").

First Party covenants with Second Party that First Party is lawfully seized and possessed of the Property in fee simple, that First Party has a good and lawful right to convey the Property, and that the Property is unencumbered by First Party except as herein set forth to the contrary. First Party further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to Second Party, its successors and assigns, against the lawful claims of all persons claiming by, through or under First Party, but not otherwise; provided, however, that this conveyance and all covenants and warranties contained herein are subject to the matters set forth on **Exhibit "B"** attached hereto.

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed as of the day and year first above written.

BAI RIVERGATE OP LLC, a Delaware limited liability company

By:_____
Name: Amit Barnoon
Title: Manager

STATE OF New Jersey
COUNTY OF Bergen

Before me, Esther Baumohl, a Notary Public in and for the State and County aforesaid, personally appeared AMIT BARNOON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of BAI RIVERGATE OP LLC, the within named bargainor, and that he as such Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself as such Manager.

Witness my hand, at office, this 7 day of November, 2024.

_____
Notary Public

My Commission Expires: 9-9-26

Esther Baumohl
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 9, 2026

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is $2,518,000.00.

Affiant

Sworn to and subscribed before me, this 13th day of November, 2024.

Notary Public

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON

EXHIBIT "A" TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

TRACT I (FEE):

PROPERTY LOCATED IN THE NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING LOT ONE ON THE FINAL SUBDIVISION PLAT OF SECTION ONE, RIVERGATE STATION AS OF RECORD IN PLAT BOOK 6900, PAGE 813, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO AN AS-BUILT SURVEY PREPARED BY WAMBLE AND ASSOCIATES, PLLC, JIMMY C. YATES, REGISTERED LAND SURVEYOR, TENNESSEE LICENSE NO. 1597, 40 MIDDLETON STREET, NASHVILLE, TENNESSEE, 37210, ORIGINALLY DATED AUGUST 2, 1996, AND LAST REVISED DECEMBER 2, 1998, BEARING FILE NO. 486-0598 AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING A P.K. NAIL (NEW) ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MYATT DRIVE, BEING 247.46 FEET SOUTHEAST OF THE SOUTH RIGHT-OF-WAY LINE OF GALLATIN PIKE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PROPERTY AND A COMMON CORNER WITH LOT TWO, SECTION ONE, RIVERGATE STATION AS OF RECORD IN PLAT BOOK 6900, PAGE 813, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE: THENCE FOLLOWING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 34 DEGREES 30 MINUTES 00 SECONDS EAST 27.63 FEET TO AN IRON ROD (NEW); THENCE SOUTH 33 DEGREES 04 MINUTES 00 SECONDS EAST 134.92 FEET TO A CONCRETE MONUMENT (OLD); THENCE WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 16 MINUTES 00 SECONDS, A RADIUS OF 5,774.58 FEET, AN ARC LENGTH OF 26.88 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 33 DEGREES 11 MINUTES 33 SECONDS EAST 26.88 FEET TO AN IRON ROD (NEW); SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PROPERTY AND THE NORTHEAST CORNER OF LOT ONE ON THE REVISED FINAL PLAT OF THE FIRST ADDITION OF ARMSTRONG COMMERCIAL AREA AS OF RECORD IN PLAT BOOK 5190, PAGE 235, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND FOLLOWING THE NORTH LINE OF SAID LOT ONE, ARMSTRONG COMMERCIAL AREA SOUTH 57 DEGREES 42 MINUTES 00 SECONDS WEST 383.54 FEET, PASSING THE NORTHWEST CORNER OF SAID LOT ONE, ARMSTRONG COMMERCIAL AREA AT 251.22 FEET TO A P.K. NAIL (NEW), BEING A COMMON CORNER WITH THE AFOREMENTIONED LOT TWO, SECTION ONE, RIVERGATE STATION AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PROPERTY; THENCE FOLLOWING COMMON LINES WITH SAID LOT TWO, SECTION ONE, RIVERGATE STATION NORTH 41 DEGREES 32 MINUTES 06 SECONDS WEST 107.40 FEET TO A P.K. NAIL (NEW); BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PROPERTY; THENCE CONTINUING WITH SAID COMMON LINES NORTH 28 DEGREES 30 MINUTES 10 SECONDS EAST 170.94 FEET TO A P.K. NAIL (NEW); THENCE NORTH 57 DEGREES 42 MINUTES 00 SECONDS EAST 248.27 FEET TO THE POINT OF BEGINNING, CONTAINING 68,508.38 SQUARE FEET OR 1.57 ACRES.

TRACT II (EASEMENT):

TOGETHER WITH THE BENEFIT OF THOSE EASEMENTS APPURTENANT TO SAID PROPERTY SET FORTH IN THE FOLLOWING:

(A) DECLARATION OF EASEMENTS DATED APRIL 30, 1999 EXECUTED BY RIVERGATE STATION JOINT VENTURE AND RECORDED IN BOOK 11459, PAGE 682, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.

(B) DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7480, PAGE 965, IN SAID REGISTER'S OFFICE, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7537, PAGE 359, SAID REGISTER'S OFFICE.

(C) DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7625, PAGE 632, SAID REGISTER'S OFFICE, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7660, PAGE 478, SAID REGISTER'S OFFICE, AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 8194, PAGE 851, SAID REGISTER'S OFFICE, AS AFFECTED BY THAT CERTAIN ABSTRACT OF AGREEMENT BY AND BETWEEN RONALD UNDERBERG, RIVERGATE STATION JOINT VENTURE, O'CHARLEY'S, INC., AND LOGAN'S OF RECORD IN BOOK 9045, PAGE 364, SAID REGISTER'S OFFICE.

(D) DEED OF EASEMENT & COVENANT AGREEMENT OF RECORD IN BOOK 7537, PAGE 401, SAID REGISTER'S OFFICE. THE EASEMENT PROPERTY BEING DESCRIBED THEREIN AS FOLLOWS:
COMMENCING AT AN EXISTING IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY OF MYATT DRIVE TO FIND THE POINT OF BEGINNING, SAID IRON PIN BEING THE MOST NORTHEASTERLY CORNER OF THE PROPERTY IN BOOK 5190, PAGE 235, R.O.D.C.;

THENCE, FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY OF MYATT DRIVE WITH A CURVE TO THE LEFT 391.79 FEET, TO AN IRON PIN, SAID CURVE HAVING A CENTRAL ANGLE OF 03 DEGREES 53 MINUTES 15 SECONDS, A RADIUS OF 5774.58 FEET, A TANGENT OF 195.97 FEET, AND A CHORD OF S 35 DEGREES 53 MINUTES 49 SECONDS E, 391.72 FEET, TO THE POINT OF BEGINNING:

THENCE, CONTINUING WITH SAID SOUTHERLY RIGHT-OF-WAY OF MYATT DRIVE WITH A CURVE TO THE LEFT 90.00 FEET, TO A POINT, SAID CURVE HAVING A CENTRAL ANGLE OF 0 DEGREES 53 MINUTES 35 SECONDS , A RADIUS OF 5774.58 FEET, A TANGENT OF 45.00 FEET, AND A CHORD OF S 38 DEGREES 17 MINUTES 14 SECONDS E, 90.00 FEET:

THENCE, LEAVING SAID RIGHT-OF-WAY S 57 DEGREES 38 MINUTES 14 SECONDS W. 187.30 FEET, TO A POINT:

THENCE, N 41 DEGREES 32 MINUTES 06 SECONDS W, 60.00 FEET, TO A POINT:

THENCE, N 48 DEGREES 27 MINUTES 54 SECONDS E. 190.00 FEET, TO THE POINT OF BEGINNING.

(E) RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT OF RECORD IN INSTRUMENT NO. 20240124-0004840, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B" TO SPECIAL WARRANTY DEED
PERMITTED EXCEPTIONS

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

2. Subject to all matters shown on the Plan or record in Plat Book 6900, Page 813, Register's Office for Davidson County, Tennessee.

3. Deed of Easement & Covenant Agreement of record in Book 7537, Page 380, in the Register's Office for Davidson County, Tennessee

4. Terms and provisions contained in the Declaration of Covenants, Conditions and Restrictions of record in Book 7480, Page 965, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions of record in Book 7537, Page 359, as affected by Agreed Variance of record in Instrument No. 20150605-0053209, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

5. Agreement for Dedication of Easement for Sanitary Sewer and/or Storm Drainage of record in Book 5106, Page 555, in the Register's Office for Davidson County, Tennessee.

6. Deed of Easement & Covenant Agreement of record in Book 7537, Page 380, in the Register's Office for Davidson County, Tennessee.

7. Declaration of Covenants, Conditions & Restrictions of record in Book 7625, page 632, said Register's Office, as amended by First Amendment to Declaration of Covenants, Conditions & Restrictions of record in Book 7660, page 478, said Register's Office, as amended by Second Amendment to Declaration of Covenants, Conditions & Restrictions of record in Book 8194, page 851, said Register's Office, as affected by that certain Abstract of Agreement by and between Ronald Underberg, Rivergate Station Joint Venture, O'Charley's, Inc., and Logan's of record in Book 9045,page 364, Register's Office for Davidson County, Tennessee.

8. Terms, provisions, covenants, conditions, restrictions, and easements provided in the Reciprocal Easement and Restrictive Covenant Agreement of record in Instrument No. 20240124-0004840, in the Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Al Frazier, do hereby make oath that I am a licensed attorney and/or 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 November 13, 2024 (date of document).

Affiant Signature

November 13, 2024

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 13th day of November, 2024.

Notary's Signature

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON