Return to: Jordan Pittman
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
470-602-0747- **TN252408115JP**

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:
Olympus Property
Attn: Alex Allen
5128 Apache Plume Road, Suite 300
Fort Worth, Texas 76109

Karen Johnson Davidson County
Batch# 1218290 DEEDWARRSP
12/19/2024 09:59:30 AM 9 pgs
Fees: $48.00 Taxes: $307,100.00
20241219-0098616

SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map/Group/Control Map/Parcel Nos.:
c/o Olympus Property 5128 Apache Plume Road, Suite 300 Fort Worth, Texas 76109	Same	085-05-0-171.00

FOR AND IN CONSIDERATION of the sum of one and no/100 ($1.00) Dollar cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, GATEWAY TBR HAMMER MILL, LLC, a Tennessee limited liability company (the "Grantor"), as bargained and sold, and hereby transfers and conveys, to 1390 ADAMS STREET INVESTORS LLC, a Delaware limited liability company, 1390 ADAMS STREET PARTNERS LLC, a Delaware limited liability company, and 1390 ADAMS STREET HOLDINGS LLC, a Delaware limited liability company, each as to an undivided tenancy in common interest (collectively, the "Grantee"), its successors and assigns, certain real property in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

This is improved property known as 1390 Adams Street, Nashville, Tennessee 37208.

TO HAVE AND TO HOLD the Property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, its successors and assigns, forever.

The Property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions")

Grantor covenants and binds itself and its successors to warrant and forever defend title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the Permitted Exceptions), but not further or otherwise.

By acceptance of this Special Warranty Deed, Grantee specifically consents to the terms set forth on Exhibit C attached hereto and incorporated herein by this reference, which covenants and conditions shall run with the land and title to the Property conveyed hereby. Grantee's agreement to restrict the Property, as set forth on Exhibit C is a material part of the bargained for consideration in connection with the conveyance of the Property to Grantee and but for Grantee's agreement to restrict the use of the Property as set forth on Exhibit C, Grantor would not have conveyed the Property to Grantee.

[signature page follows next]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Special Warranty Deed to be executed by its duly authorized representative as of the 17th day of December, 2024.

GRANTOR:

GATEWAY TBR HAMMER MILL, LLC,
a Tennessee limited liability company

By: Gateway Greenway, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Amit Aggarwal
Title: Vice President

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

STATE OF CALIFORNIA }
}
COUNTY OF LOS ANGELES }

On December 9th, 2024 before me, Anna Muradyan, Notary Public, personally appeared Amit Aggarwal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANNA MURADYAN
Notary Public - California
Los Angeles County
Commission # 2463064
My Comm. Expires Sep 12, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

_____
Notary Public

[Signature Page to Special Warranty Deed]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

The actual consideration or value, whichever is greater, for this transfer is $83,000,000.00.

Affiant

Subscribed and sworn to (or affirmed) before me this 9th day of December, 2024, by Amit Aggarwal, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

ANNA MURADYAN
Notary Public - California
Los Angeles County
Commission # 2463064
My Comm. Expires Sep 12, 2027

Anna Muradyan, Notary

Notary Public
My Commission Expires: Sep. 12, 2027

[Signature Page to Special Warranty Deed]

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee being shown as Lot 1 on the Plan of Hammer Mill, Final Plat, of record in Instrument No. 201611290125146, in the Register's Office for Davidson County, Tennessee.

Being a portion of the property conveyed to Gateway TBR Hammer Mill, LLC, a Tennessee limited liability company, by the Special Warranty Deed of record in Instrument No. 201611220123236, in the Register's Office for Davidson County, Tennessee, and by Metro Ordinance No. BL2016-186, on file with the Metropolitan Clerk's Office.

Together with appurtenant easements set forth in the Temporary Construction and Reciprocal Access Easement Agreement of record in Instrument No. 20161122-0123237, Register's Office for Davidson County, Tennessee.

Together with appurtenant easements set forth in Declaration of Conditions, Covenants, Easements and Restrictions of record in Instrument No. 20161129-0125352, Register's Office for Davidson County, Tennessee.

The above described property is also described as follows:

Being a tract of land lying in the 19th Council District of Davidson County, Nashville, Tennessee and being Lot 1 of Hammer Mill Subdivision as recorded in Instrument Number 20161129-0125146, Register's Office of Davidson County, Tennessee (RODC). Bounded on the north by Baugh & Pardue Properties, LLC as recorded in Instrument Number 20150219-0014530, RODC; on the east by the west bank of the Cumberland River; on the south by Neuhoff Acquisition, LLC as recorded in Instrument Number 20200121-0007247, RODC; and on the west by eastern Right-of -Way (ROW) of Adams Street and by Lot 2 of said Hammer Mill Subdivision. Tract being more particularly described as follows:

POINT OF BEGINNING being a set point on the eastern ROW of said Adams Street and being the northwest corner of the property described herein; thence leaving said eastern ROW of Adams Street, along said common line of Baugh & Pardue Properties, LLC, North 72°22'01" East 517.31 feet, to a point on the west bank of the Cumberland River, passing a witness pin at 487.73';

thence along the west bank of said Cumberland River, South 05°41'30" East 355.14 feet to a point; thence leaving said west bank of the Cumberland River, South 83°00'50" West 375.58 feet, passing a witness pin (set) at 60.00', along said common line of Neuhoff Acquisition, LLC to a set point on the eastern ROW of said Adams Street, being the southwest corner of the property described herein;

thence along the eastern ROW of said Adams Street, North 27°02'19" West 167.30 feet to a set point;

thence leaving said eastern ROW of Adams Street, with said common line of Lot 2 of said Hammer Mill Subdivision, for the following (6) calls: North 62°49'30" East 74.83 feet to a set point;

thence North 27°28'09" West 83.32 feet to a set point;

thence North 16°46'48" West 70.72 feet to a set point;

thence South 73°13'15" West 4.83 feet to a set point;

thence North 16°46'45" West 38.15 feet to a set point;

thence South 72°22'01" West 95.62 feet to a set point on said eastern ROW of Adams Street;

thence with said eastern ROW of Adams Street, North 27°02'19" West 40.55 feet to the point of beginning.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Multifamily Deed of Trust, Assignment and Leases and Rents, Security Agreement and Fixture Filing from Gateway TBR Hammer Mill, LLC, a Tennessee limited liability company, unto Staci Y. Blackwell, as Trustee, securing a loan from Jones Lang Lasalle Multifamily, LLC, a Delaware limited liability company in the original principal amount of $41,800,000.00, dated June 19, 2020, recorded June 23, 2020, in Instrument No. 20200623-0067124, in the Register's Office for Davidson County, Tennessee.

2. Assignment of Security Instrument executed by Jones Lang Lasalle Multifamily, LLC, a Delaware limited liability company, to Fannie Mae, dated May 15, 2020, recorded June 23, 2020, in Instrument No. 20200623-0067126, in the Register's Office for Davidson County, Tennessee.

3. Assumption and Release Agreement by and among Gateway TBR Hammer Mill, LLC, a Tennessee limited liability company ("Transferor"),1390 Adams Street Investors LLC, as to an undivided tenancy in common interest, 1390 Adams Street Partners LLC, as to an undivided tenancy in common interest, and 1390 Adams Street Holdings LLC, as to an undivided tenancy in common interest ("Transferee"), and Fannie Mae ("Lender"), dated as of December 17, 2024, recorded concurrently herewith in the Register's Office for Davidson County, Tennessee.

4. UCC Financing Statement recorded June 23, 2020 in Instrument No. 20200623-0067125 in the Register's Office for Davidson County, Tennessee.

5. All taxes for the fiscal year 2025 and subsequent years, none now due and payable.

6. Rights of tenants, as tenants only, under unrecorded leases with no options to purchase or rights of first refusal to purchase the Land.

7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, then any liability for taxes assessed by correction or supplemental assessment.

8. Terms and conditions of Temporary Construction and Reciprocal Access Easement Agreement of record in Instrument No. 20161122-0123237, in the Register's Office for Davidson County, Tennessee; approximately as shown on ALTA/NSPS Land Title Survey by Alfred J. Kesler, RLS No. 3104 on behalf of Southern Geomatics Services, LLC, dated September 2, 2024, last revised October 1, 2024, bearing Project No. 24-255 ("the Survey").

9. Terms and conditions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20161122-0123478, in the Register's Office for Davidson County, Tennessee.

10. Terms and conditions of Declaration of Conditions, Covenants, Easements and Restrictions of record in Instrument No. 20161129-0125352, in the Register's Office for Davidson County, Tennessee; approximately as shown on the Survey referenced below.

11. Terms and conditions of Grant of Easement in favor of Comcast of Nashville I, LLC, of record in Instrument No. 20180207-0012296, in the Register's Office for Davidson County, Tennessee.

12. Subject to terms, conditions, and restrictions and utility easements created by the plat of record in Instrument No. 20161129-0125146, in the Register's Office for Davidson County, Tennessee; approximately as shown on the Survey.

13. 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

14. The following matters shown on ALTA/NSPS Land Title Survey by Alfred J. Kesler, RLS No. 3104 on behalf of Southern Geomatics Services, LLC, dated September 2, 2024, last revised October 1, 2024, bearing Project No. 24-255:

    a. 5' minimum building setback line along the west property line
    b. 20' minimum building setback along the rear property line
    c. Hopper from adjacent property encroaches on the north property line
    d. 12' retaining wall encroaches on the south property line
    e. Concrete pad encroaches on the west property line
    f. Fence line and block pillar encroachment located in the northwest corner of the property

EXHIBIT C

Restrictions Against Condominium Conversions

The Property shall hereafter be held, transferred, sold, leased and encumbered, conveyed, and occupied, subject to the covenants, conditions, and restrictions set forth in numbered paragraphs 1 through 12 immediately following (collectively, the "**Restrictive Covenants**") each of which is for, and shall inure to the benefit of the Benefited Persons. For purposes hereof, the following terms used in these Restrictive Covenants shall have the meaning ascribed to them below:

(a) "**Condominium Conversion**" means (i) any use or sale of the Property other than as a single, "for rent" apartment project or for ancillary purposes, (ii) any conversion of the Property to a condominium, another type of common interest community as defined by the Act (as hereinafter defined), or any other conversion of the Project or the Property to a similar type of "for sale" or owner-occupied form of ownership, or (iii) any marketing, sale, conveyance or other transfer of any Unit to the public as condominium units or other similar type of "for sale" or owner-occupied units.

(b) "**Owner**" means and refers to Grantee or any person or entity then owning fee simple title to the Property.

(c) "**Restriction Period**" means the period beginning on the date this Deed is recorded and ending upon the occurrence of any of the Restriction Termination Conditions (hereinafter defined).

(d) "**Restriction Termination Conditions**" means: (i) the occurrence of the date which is ten (10) years after the date hereof, or (ii) the written, recorded consent of Grantor to the termination of the Restriction Period.

1. **Restriction Limiting the Sale of Units**. During the Restriction Period, unless otherwise consented to in a recorded writing by Grantor, (i) no portion of the Property shall be converted to (A) a horizontal property regime or planned unit development under T.C.A. §66-27-101 et seq.; or (B) a condominium as defined by the Tennessee Condominium Act of 2008 ("**Act**"), (ii) no portion of the Property shall be sold as a "for-sale" product such as a condominium unit, and (iii) no Condominium Conversion shall take place.

2. **Benefited Persons**. The restrictions imposed herein are intended to benefit (i) Grantor (formerly known as Gateway TBR Hammer Mill, GP), and its successors and assigns, and (ii) R.G. Anderson Company, Inc., a Tennessee limited liability company and its successors and assigns ("**General Contractor**", together with Grantor, the "**Benefited Persons**").

3. **Expiration & Termination**. Any expiration or termination of the Restrictive Covenants shall not operate to relieve any Owner from any liability for a default occurring under the Restrictive Covenants prior to the date of such expiration or termination or for any indemnity claim arising before or after such expiration or termination.

4. **Amendment to Restrictive Covenants**. The Restrictive Covenants may be amended only by a written agreement executed by Grantor.

5. **Binding Effect**. It is understood that the Restrictive Covenants are covenants running with the Property and that they shall be binding upon and inure to the benefit of Benefited Parties. Notwithstanding any provisions herein to the contrary, an Owner shall be personally liable for the covenants and obligations accruing hereunder during the period it owns the Property only, it being intended that upon the conveyance of an Owner's fee simple title in the Property, such Owner shall thereupon have no liability hereunder for any breach of the Restrictive Covenants or claim arising under these Restrictive Covenants accruing after (and not on or before) the date of such conveyance as to the Property conveyed.

6. **Remedies for Breach**. The terms and conditions of these Restrictive Covenants shall be enforceable by Grantor and General Contractor by actions for damages, specific performance or injunction, in addition to any other remedies available at law or in equity. Any purported condominium map, planned community map, condominium declaration, planned community declaration, cooperative documentation or any other document purporting to subdivide any portion of the Property such that they can be sold individually that is recorded in violation of the terms of these Restrictive Covenants shall be void *ab initio*.

7. **Private Agreement**. These Restrictive Covenants shall not be construed to grant any rights to the public in general or other third parties not expressly benefited by these Restrictive Covenants.

9. **Termination**. The Restrictive Covenants shall automatically terminate on the day which is ten (10) years from the date hereof.

10. **Mortgagee Limitation of Liability**. The mortgagee under any mortgage or the trustee or beneficiary under any deed of trust or deed to secure debt with respect to the Property, shall not liable for any act or omissions or indemnification obligation of any prior Owner (including such mortgagee's borrower) or any subsequent Owner. Notwithstanding the foregoing to the contrary, to the extent any mortgagee becomes an Owner through foreclosure, deed-in-lieu of foreclosure or otherwise, such limitation shall no longer apply to such mortgagee.

11. **Miscellaneous**. A determination that any provision of these Restrictive Covenants is invalid or unenforceable will not affect the validity or enforceability of any other provision of these Restrictive Covenants or the enforceability of that provision under other circumstances.

12. **Governing Law**. These Restrictive Covenants shall be construed according to the laws of the State of Tennessee without regard to conflict of laws principles.

Tennessee Certification of Electronic Document

I, Latasha Nelson, 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 December 9, 2024 (date of document).

Affiant Signature

12/17/24
Date

State of Georgia

County of Cobb

Sworn to and subscribed before me this 17 day of December, 2024.

Notary's Signature

MY COMMISSION EXPIRES: March 22, 2027

NOTARY'S SEAL

