Karen Johnson Davidson County
Batch # 1218792 DEEDQC
12/20/2024 04:13:41 PM 10 pgs
Fees: $52.00 Taxes: $0.00
20241220-0099297

This instrument prepared by
and after recording return to:

Spencer Fane LLP
511 Union Street, Suite 1000
Nashville, TN 37219

QUITCLAIM DEED

Name and Address of New Owner:	Map-Parcel Number(s):	Send Tax Bills To:
161 Rosa Parks LLC 161 Rosa L. Parks Boulevard Nashville, Tennessee 37203	09305402400 09305402500	161 Rosa Parks LLC 161 Rosa L. Parks Boulevard Nashville, Tennessee 37203

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by Grantee (defined below), **UPTOWN PROPERTY HOLDINGS LLC**, a Delaware limited liability company ("**Grantor**"), hereby quitclaims and conveys unto **161 ROSA PARKS LLC**, a Delaware limited liability company ("**Grantee**"), its successors and assigns, all of Grantor's right, title and interest in and to the land in Davidson County, Tennessee, more particularly described on Exhibit A attached hereto, together with all [i] improvements thereto and [ii] appurtenances, privileges, and easements benefitting the same, *except* for any Reserved Rights (defined below) (collectively, the "**Property**").

The Property is improved property currently municipally known as 157 Rosa L. Parks Boulevard, Nashville, Tennessee 37203 ("**Parcel 7**"), and 161 Rosa L. Parks Boulevard, Nashville, Tennessee 37203 ("**Frost**").

The Property is quitclaimed and conveyed "AS IS, WHERE IS" and is subject to all limitations, restrictions, and encumbrances as may affect the Property, including the Use Restriction (defined below).

Reserved Rights

Notwithstanding any other provision of this instrument, Grantor hereby reserves for itself all rights (including parking rights), if any, that may belong to Grantor and/or that may run with or be intended to benefit any of the real estate comprising the Property (or any portion thereof) under the Nashville Yards Parcel 9 Condominium Declaration (defined below) or the condominium (or any unit thereof, including the Parcel 07 Garage Unit) created by the Nashville Yards Parcel 9 Condominium Declaration or otherwise (collectively, the "**Reserved Rights**"). Grantor does not quitclaim, convey, or otherwise transfer any Reserved Right, the same being excluded from this Quitclaim Deed, Grantor reserving for itself all right, title, and interest in and to the Reserved Rights, if any. Grantee (for itself and all its successors and assigns) acknowledges and consents to Grantor's reservation for itself all Reserved Rights, if any, and acknowledges and agrees that it has no right, title, or interest therein or thereto. If the foregoing

reservation is limited or prevented by applicable law or otherwise unenforceable, Grantee (for itself and all its successors and assigns) permanently quitclaims, conveys, assigns, and delegates to Grantor (and its successors and assigns) all power and authority that may belong to Grantee, including successors and assigns, and/or to Parcel 7 with respect to the allocation of parking rights in the Parcel 07 Garage Unit and otherwise with respect to such condominium (neither Grantee nor any of its successors and assigns having any third-party liability associated with such quitclaim, conveyance, assignment, and delegation); provided, however, that if the foregoing quitclaim, conveyance, assignment, and delegation is limited or prevented by applicable law or otherwise unenforceable, then Grantee (for itself and all its successors and assigns) automatically waives and agrees with Grantor that the Reserved Rights are terminated, such that the Reserved Rights no longer benefit Parcel 7; provided further, that Grantee (and its successors and assigns) shall execute and deliver any further, reasonable documentation that is reasonably necessary to memorialize such quitclaim, conveyance, assignment, and delegation or such waiver and/or termination. Grantor and all of Grantor's successors and assigns shall have all rights and remedies available at law and in equity to enforce the foregoing provisions and shall be entitled to collect its costs and expenses (including attorney fees) incurred in connection with any such enforcement. For clarification, Grantor's reservation of the Reserved Rights (or other provisions of this paragraph) does not prevent or limit Grantor's or any Grantor's affiliate's license of parking spaces to Grantee (or any Grantee tenant) in any portion of any garage unit that is a part of such condominium, from time to time, on terms and conditions acceptable to Grantor or such Grantor affiliate.

The "**Nashville Yards Parcel 9 Condominium Declaration**" collectively means that certain Declaration Establishing Nashville Yards Parcel 9 Condominium, dated February 8, 2023, and recorded on February 10, 2023 as Instrument No. 20230210-0009871 with the Davidson County Register of Deeds, as amended by [i] First Amendment to Declaration Establishing Nashville Yards Parcel 9 Condominium, dated September 28, 2023, and recorded with the Davidson County Register of Deeds as Instrument No. 20230928-0076358 and [ii] Second Amendment to Declaration Establishing Nashville Yards Parcel 9 Condominium (Assignment of Private Drive Names), dated January 5, 2024, and recorded with the Davidson County Register of Deeds as Instrument No. 20240122-0003583 and as further amended and/or restated from time to time; any declaration establishing any sub-condominium under the condominium created thereby, as amended from time to time; the associations formed pursuant to each of the foregoing instruments and their respective governing documents; and that certain Retail Parking and Loading Dock Use Agreement, dated February 8, 2023, as evidenced by that certain Memorandum of Retail Parking and Loading Dock Use Agreement recorded on February 10, 2023 as Instrument No. 20230210-0009872 with the Davidson County Register of Deeds, as amended and/or restated from time to time.

Use Restriction

Without limiting any other limitation, restriction, or encumbrance, Grantee (for itself and all its successors and assigns) agrees that the transfer and use of the Property is subject to the restriction in the following sentence (the "**Use Restriction**") for a period of the earlier of: (i) 40 years from the date of this deed; or (ii) the termination of the Master Declaration of Covenants, Conditions, Easements and Restrictions for Nashville Yards dated March 23, 2018, and recorded on March 23, 2018 as Instrument No. 20180323-0027779 with the Davidson County Register of

Deeds, as amended by that certain Amendment to Master Declaration of Covenant, Conditions, Easements and Restrictions for Nashville Yards dated October 31, 2023, and recorded on November 2, 2023 as Instrument No. 20231102-0086049, and as further amended and/or restated from time to time (the "**Restriction Period**"), which Use Restriction and all provisions hereof shall run with the Property and shall bind Grantee and Grantee's successors and assigns, and their tenants, licensees, occupants, contractors, and agents for the Restriction Period. Without the prior written consent of Grantor (or Grantor's designee, successor, or assign), [i] neither Parcel 7 nor any portion thereof may be used in any manner whatsoever other than for [A] a pocket park or open, green space, [B] a hotel, [C] a residential building, [D] an office building, [E] surface parking, in the manner Parcel 7 is used as of the date of this deed, or [F] uses ancillary to any of the above uses including restaurant, bar, gift shop, sundries store and/or amenity space inside or a part of any such building structure; and [ii] neither Frost nor any portion thereof may be used in any manner whatsoever other than for [A] an office building, [B] a pocket park or open, green space, [C] a hotel, [D] a residential building, or [E] uses ancillary to any of the above uses including restaurant, bar, gift shop, sundries store and/or amenity space inside or a part of any such building structure. However, the Use Restriction shall not preclude construction, maintenance, repair and replacement of infrastructure (including roads, sidewalks, parking improvements, utilities and utility facilities, lighting, signs, landscaping, retention areas, detention areas, and other such improvements reasonably related to such use), including conveyance to governmental authorities for rights of way and utility easements related to such infrastructure, in connection with any such allowed use.

Grantee acknowledges and agrees to the Use Restriction on behalf of itself and its owners, successors, and assigns (such Use Restriction constituting material consideration for Grantor's quitclaim and conveyance of the Property to Grantee). Grantor and all of Grantor's successors and assigns shall have all rights and remedies available at law and in equity to enforce the Use Restriction and shall be entitled to collect its costs and expenses (including attorney fees) incurred in connection with any enforcement of the Use Restriction. For clarification, the Use Restriction is intended to benefit Grantor and Grantor's successors, assigns, and designated affiliates only, and Grantor (or Grantor's successors or assigns) may waive or terminate this Use Restriction (or any portion hereof) at any time and from time to time, in its sole and absolute discretion.

EFFECTIVE this 20th day of December, 2024.

[*Signature pages follow*]

[*Signature pages to Quitclaim Deed*]

GRANTOR:

UPTOWN PROPERTY HOLDINGS LLC,
a Delaware limited liability company

By: _____
Mark Schlossberg, Authorized Representative

CALIFORNIA ACKNOWLEDGMENT

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, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On December 18, 2024, before me, Maria Higuera Alvarez, Notary Public, personally appeared Mark Schlossberg 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.

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.

MARIA HIGUERA ALVAREZ
Notary Public - California
San Diego County
Commission # 2463708
My Comm. Expires Sep 20, 2027

Signature _____ **(Seal)**

ACKNOWLEDGED AND AGREED BY GRANTEE:

161 ROSA PARKS LLC,
a Delaware limited liability company

By: _____
Name: Mark Schlossberg
Title: Authorized Representative

CALIFORNIA ACKNOWLEDGMENT

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, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

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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.

MARIA HIGUERA ALVAREZ
Notary Public - California
San Diego County
Commission # 2463708
My Comm. Expires Sep 20, 2027

Signature _____ **(Seal)**

[*Affidavit to Quitclaim Deed*]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $0.

Affiant

Subscribed and sworn to before me,
This 20th day of December, 2024.

NOTARY PUBLIC

My Commission Expires: 10/4/27

ELISE PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

Land Description

Parcel 7
(157 Rosa L. Parks Boulevard, Nashville, Tennessee 37203)

Parcel 1:

Land in Davidson County, Tennessee, being part of Lot No. 163 on the Plan of the Original Town of Nashville, not of record, described as follows:

Beginning at the northwest corner of 8th Avenue, as widened, and Commerce Street; thence with the westerly margin of 8th Avenue, North, northwardly 69 1/2 feet, more or less, to the southerly margin of Furman Alley; thence with said Alley, westwardly 160 feet, more or less, to the easterly margin of 9th Avenue, North; thence with said Avenue, southwardly 69 1/2 feet, more or less, to the northerly margin of Commerce Street; thence with said Street, eastwardly 160 feet, more or less, to the beginning.

Being the same property conveyed to The Sunday School Board of the Southern Baptist Convention by Warranty Deed of record in Book 10955, Page 155, in the Register's Office of Davidson County, Tennessee.

Parcel 2:

Land being located in the Nineteenth Councilmanic District of Nashville, Davidson County, Tennessee, and being a portion of the Commerce Street right-of-way, lying on the northerly side of the road between Eighth Avenue North and Ninth Avenue North, being adjacent to the southerly boundary of Map 93-05-4, Parcel 025.00, Lifeway Christian Resources, Inc. of record in Deed Book 10955, Page 155, Register's Office of Davidson County, TN, and being more particularly described as follows:

Commencing on the intersection of the northerly right-of-way of Commerce Street at the westerly right-of-way of Eighth Avenue North, this being the southeast corner of the Lifeway Christian Resources, Inc. parcel referenced above, running thence South 62 deg 30 min 55 sec West - 3.94 feet the True Point of Beginning for this description;

Thence, on a new line following closely the back of sidewalk constructed under Commerce Street re-alignment project, South 27 deg 29 min 35 sec East - 23.77 feet to a point;

Thence, along a curve to the right having a delta of 47 deg 03 min 22 sec, a radius of 12.06 feet, the chord being South 04 deg 11 min 44 sec East - 9.63 feet, for an arc length of 9.90 feet to a point;

Thence, continuing along a curve to the right having a delta of 27 deg 52 min 05 sec, a radius of 18.67 feet, the chord being South 33 deg 15 min 59 sec West - 8.99 feet, for an arc length of 9.08 feet to a point;

Thence, South 47 deg 18 min 37 sec West - 46.76 feet to a point;

Thence, South 49 deg 39 min 41 sec West - 27.00 feet to a point;

Thence, along a curve to the right having a delta of 40 deg 42 min 47 sec, a radius of 49.61 feet, the chord being South 71 deg 01 min 41 sec West - 34.52 feet, for an arc length of 35.26 feet to a point;

Thence, continuing along a curve to the right having a delta of 55 deg 14 min 42 sec, a radius of 54.40 feet, for the chord being North 63 deg 35 min 35 sec West - 50.44 feet, for an arc length of 52.45 feet to a point;

Thence, North 30 deg 16 min 02 sec West - 9.42 feet to a point in the southerly line of the Lifeway Christian Resources, Inc. parcel referenced above, said point being 8.65 feet from southwest corner of parcel;

Thence, with the southerly line of said parcel, North 62 deg 30 min 55 sec East - 147.41 feet to the Point of Beginning, and containing 6,682 square feet, or 0.153 acres, more or less.

Being part of the same property conveyed to Uptown Property Holdings LLC by Special Warranty Deed from Lifeway Christian Resources of the Southern Baptist Convention, a Tennessee nonprofit corporation, dated November 24, 2015, and recorded with the Davidson County Register of Deeds as Instrument No. 20151125-0119534.

Frost
(161 Rosa L. Parks Boulevard, Nashville, Tennessee 37203)

Land in Davidson County, Tennessee, described as follows:

Beginning at the Northwest corner of Furman Alley and Spruce Street, or Eighth Avenue, North; running thence northerly with the western margin of said Eighth Avenue, North, fifty-six feet nine inches to Claibornes or Savage's line; thence westerly one hundred and sixty-six feet eight inches to the margin of McLemore Street, or Ninth Avenue, North; thence southerly with the eastern margin of McLemore Street, or Ninth Avenue; North, fifty-six feet and nine inches to the northeast corner of Furman Alley and said Avenue; and thence easterly with the northern margin of Furman Alley one hundred and sixty-six feet seven and one-half inches to the beginning.

Being part of the same property conveyed to Uptown Property Holdings LLC by Special Warranty Deed from Lifeway Christian Resources of the Southern Baptist Convention, a Tennessee nonprofit corporation, dated November 24, 2015, and recorded with the Davidson County Register of Deeds as Instrument No. 20151125-0119534.

SUCH LAND ALSO COLLECTIVELY DESCRIBED AS:

That certain tract or parcel of land located in the city of Nashville, Davidson County, Tennessee and being more particularly described as follows:

Beginning at a set mag nail with GS&P washer in the western right of way of Rosa Parks Boulevard common corner with the southeast corner of Smith House, LLC recorded in Deed Instrument Number 20051004 0119672 in the Davidson County Register of deeds office, thence with said right of way line the following four calls and distances: South 27 Degrees 29 Minutes 05 Seconds East for 56.63 feet to a set mag nail with GS&P washer; South 27 Degrees 29 Minutes 05 Seconds East for 87.50 feet to a set mag nail with GS&P washer; South 62 Degrees 30 Minutes 55 Seconds West for 3.94 feet to a set mag nail with GS&P washer; South 27 Degrees 29 Minutes 35 Seconds East for 23.77 feet to a set mag nail with GS&P washer marking the northern right of way of Commerce Street; Thence with the right of way line of Commerce Street the following five (5) calls and distances: Thence to the beginning point of a curve to the right having a radius of 12.06 feet from which the radius point bears South 62 Degrees 16 Minutes 23 Seconds West, thence right along said curve for an arc length of 9.91 feet, said curve having a chord bearing of South 04 Degrees 11 Minutes 44 Seconds East for 9.63 feet to a set mag nail with GS&P washer; Thence to the beginning point of a curve to the right having a radius of 18.67 feet from which the radius point bears North 70 Degrees 39 Minutes 54 Seconds West, thence right along said curve for an arc length of 9.08 feet, said curve having a chord bearing of South 33 Degrees 15 Minutes 59 Seconds West for 8.99 feet to a set mag nail with GS&P washer; South 47 Degrees 18 Minutes 37 Seconds West for 46.76 feet to point at the back of sidewalk; South 49 Degrees 39 Minutes 41 Seconds West for 27.00 feet a point at the back of sidewalk; Thence to the beginning point of a curve to the right having a radius of 49.61 feet from which the radius point bears North 39 Degrees 19 Minutes 54 Seconds West, thence right along said curve for an arc length of 35.26 feet, said curve having a chord bearing of South 71 Degrees 01 Minutes 41 Seconds West for 34.52 feet at back of sidewalk marking the beginning of eastern right of way of 9th Avenue North;

Thence with the right of way line of 9th Avenue South the following five (5) calls and distances:

Thence to the beginning point of a curve to the right having a radius of 54.40 feet from which the radius point bears North 01 Degrees 12 Minutes 47 Seconds West, thence right along said curve for an arc length of 52.45 feet, said curve having a chord bearing of North 63 Degrees 35 Minutes 35 Seconds West for 50.44 feet to a set mag nail with GS&P washer; North 30 Degrees 16 Minutes 02 Seconds West for 9.42 feet to a set mag nail with GS&P washer; South 62 Degrees 34 Minutes 24 Seconds West for 8.64 feet to a found ½" dia. iron rebar with cap (cannot read); North 27 Degrees 29 Minutes 05 Seconds West for 87.50 feet to a set mag nail with GS&P washer; North 27 Degrees 17 Minutes 40 Seconds West for 56.25 feet to a set mag nail with GS&P washer corner with Smith House, LLC; Thence with said line North 62 Degrees 22 Minutes 45 Seconds East for 159.81 feet to the point of beginning.

Said parcel area being 29,699.86 square feet or 0.68 acres more or less.

All as shown on ALTA/ACSM land title survey prepared by Gresham Smith and Partners, bearing the seal and certification of Kenneth D. Church, Tennessee Registered Land Surveyor No. 1004, as project number 40772.00, dated April 22, 2015, last revised November 16, 2015.

Being the same property conveyed to The Sunday School Board of the Southern Baptist Convention by Warranty Deed of record in Book 412, Page 522, in the Register's Office of Davidson County, Tennessee and by Warranty Deed of record in Book 10955, Page 155, in the Register's Office of Davidson County, Tennessee. Being the same property conveyed to Lifeway Christian Resources of The Southern Baptist Convention by Quitclaim Deed of record in Instrument No. 20050620-0070575, in the Register's Office of Davidson County, Tennessee. Being the same property that was formerly Cumberland Alley, lying between 8th Avenue North and 9th Avenue North, and between Map and Parcel Nos. 93-05-4-024.00 and 93-05-4-025.00, and closed by Metropolitan Government Ordinance No. 098-1307.

Physical Address: 157 and 161 Rosa L. Parks Blvd. Nashville, TN 37203

Tax Id: 09305402400 and 09305402500

Being part of the same property conveyed to Uptown Property Holdings LLC by Quit Claim Deed from Lifeway Christian Resources of the Southern Baptist Convention, a Tennessee nonprofit corporation, dated November 24, 2015, and recorded with the Davidson County Register of Deeds as Instrument No. 20151125-0119535.