THIS INSTRUMENT PREPARED BY:
Craig Steckley, Esq.
Oldacre McDonald, LLC
3841 Green Hills Village Dr. Ste. 400
Nashville, TN 37215

AFTER RECORDING RETURN TO:

Mildred Hudgins Realty, Inc.
Attn: Pinnacle Bank
PO Box 291947
Nashville, TN 37229-1947

Karen Johnson Davidson County
Batch# 1240281 DEEDWARRSP
02/24/2025 01:37:30 PM 12 pgs
Fees: $63.00 Taxes: $13,875.00
20250224-0013557

ADDRESS OF NEW OWNER:	**SEND TAX BILL TO:**	**MAP-PARCEL:**
Mildred Hudgins Realty, Inc. Attn: Pinnacle Bank PO Box 291947 Nashville, TN 37229-1947	Mildred Hudgins Realty, Inc. Attn: Pinnacle Bank PO Box 291947 Nashville, TN 37229-1947	17400 0 280.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **CENTURY FARMS, LLC**, a Delaware limited liability company (hereinafter the "**Grantor**"), has this day bargained and sold, and does hereby transfer, convey and warrant to **MILDRED HUDGINS REALTY, LLC**, a Tennessee limited liability company (hereinafter the "**Grantee**"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit (the "**Property**"):

> Lot 4J as depicted on that certain plat of Resubdivision of Lots 4H-1, 4H-2, 4J and 4L Century Farms recorded as instrument number 20230510-0034821 on May 10, 2023 in the Register's Office in Davidson County, Tennessee.
>
> Being a portion of the same property conveyed to Century Farms, LLC, a Delaware limited liability company, by virtue of Special Warranty Deed from Lee A. Beaman, dated October 1, 2015, recorded October 5, 2015, in Instrument No. 20151005-0100908, in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, together with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it subject to the following (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (i) real estate taxes and assessments that are not due and payable as of the date hereof; (ii) all matters created by or on behalf of Grantee, including,

without limitation, any mechanic's liens arising in connection with Grantee's investigations of the Property; (iii) that certain Ground Lease between Century Farms, LLC and Chick-Fil-A, Inc. dated effective December 13, 2023, as amended; (iv) and those matters set forth on **Exhibit A** attached hereto as of the date hereof.

Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but not further or otherwise, but excluding the Permitted Exceptions.

The restrictions attached hereto as **Exhibit B** as well as any restrictions contained in the recorded chain of title to the Property (each an "**Existing Use Restriction**" and collectively, the "**Existing Use Restrictions**") shall encumber the Property. Grantee agrees that it shall not cause or permit the Property to be operated in a manner which violates the Existing Use Restrictions.

The restrictions attached hereto as **Exhibit C** shall encumber the Property.

The restrictions attached hereto as **Exhibit D** shall encumber the Property.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has executed this instrument on this 18 day of February, 2025.

CENTURY FARMS, LLC,
a Delaware limited liability company

By: DEVELOPMENT PARTNERS, LLC
A Tennessee limited liability company, its Manager

By: _____
Name: Mark McDonald
Title: Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public, of the State and County aforesaid, duly commissioned and qualified, personally appeared Mark McDonald, 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 Director of Development Partners LLC, Manager of Century Farms, LLC, the within named bargainor, a Delaware limited liability company, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Director.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 18 day of February 2025.

_____
Notary Public

My Commission Expires: 3/3/26

MELISSA WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Commission Expires Mar. 3, 2026

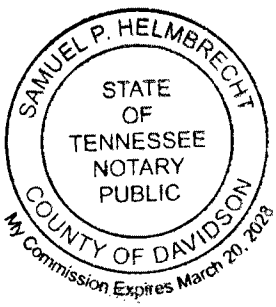
MELISSA WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Commission Expires Mar. 3, 2026

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The greater of the actual consideration or the value of the property transferred is $3,750,000.

Affiant

SUBSCRIBED AND SWORN to before me by W. Warner McNeilly, III, this 19 day of February, 2025.



Notary Public

My Commission Expires: 3/20/2028

EXHIBIT A

Permitted Exceptions

1. All taxes for the fiscal year 2025 and subsequent years, not yet due and payable.

2. Subject to restrictions regarding stormwater in Instrument No. 20211109-0149466, in the Register's Office for Davidson County, Tennessee; see also Storm Water Agreement in Instrument No. 20151125-0120008 and Instrument No. 20220406-0039813, both in the aforesaid Register's Office.

3. Restrictive covenants of record in Instrument No. 20151125-0120004, Instrument No. 20181008-0099438, Instrument No.20191031-0112204, Instrument No. 20200109-0003283, Instrument No. 20201002-0114202, Instrument No. 20210203-0015525, Instrument No. 20210615-0080864, Instrument No. 20211022-0142138, Instrument No. 20211109-0149466, Instrument No. 20200109-0003283, Instrument No. 20210615-0080863, Instrument No. 20220426-0048039, Instrument No. 20230908-0070699, Instrument No. 20211122-0154956, Instrument No. 20220426-0048040, Instrument No. 20241023-0082468, and Instrument No. 20241219-0098620, all in the Register's Office for Davidson County, Tennessee.

4. May be subject to Declaration of Covenants, Conditions, Restrictions and Easements for Community Health Systems Office Parcel, of record in Instrument No. 20151125-0120006, in the Register's Office for Davidson County, Tennessee; as amended by Instrument No. 20211122-0154955 and Instrument No. 20220426-0048041, both in the aforesaid Register's Office.

5. Declaration of Restrictive Covenants of record in Instrument No. 20241023-0082470, in the Register's Office for Davidson County, Tennessee.

6. Terms and conditions of resubdivision of Lots 2, 3, 4, and 5 Century Farms by Instrument No. 20210225-0023786, in the Register's Office for Davidson County, Tennessee; as amended by a Surveyor's Cerfificate of Correction by Instrument No. 20210914-0123327, in the aforesaid Register's Office; as further amended by Surveyor's Cerfificate of Correction by Instrument No. 20211019-014062, in the aforesaid Register's Office; and further corrected by Instrument No. 20220315-0030176, in the aforesaid Register's Office; approximately as shown on the Survey.

7. Subject to all matters shown or stated on plat of record in Instrument No. 20150917-0094651, in the Register's Office for Davidson County, Tennessee.

8. Subject to all matters shown or stated on plat of record in Instrument No. 20191003-0101275, in the Register's Office for Davidson County, Tennessee.

9. Subject to all matters shown or stated on plan of record in Instrument No. 20230510-0034821, in the Register's Office for Davidson County, Tennessee

10. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems recorded August 22, 2024, in Instrument No. 20240822-0064496, in the Register's Office for Davidson County, Tennessee

11. Declaration of Restrictions and Covenants for Stormwater Facilities and systems recorded February 4, 2016 in Instrument No. 20160204-0010882, in the Register's Office for Davidson County.

12. Declaration of Restrictions and Covenants for Stormwater Facilities and systems recorded May 2, 2018 in Instrument No. 20180502-0041518, in the Register's Office for Davidson County

13. Century Farms Master Association, Inc. HOA Charter, recorded November 19, 2015, in Instrument No. 20151119-017466, in the Register's Office for Davidson County, Tennessee

14. Easement and terms and conditions of record in Declaration of Easements and Restrictions and Short Form Lease, by and between Century Farms, LLC, a Delaware limited liability company (Landlord), and Chick-Fil-A, a Georgia corporation (Tenant), dated August 26, 2024, recorded August 28, 2024, in Instrument No. 20240828-0066265, in the Register's Office for Davidson County, Tennessee; as affected by Subordination, Non-Disturbance, and Attornement Agreement, dated August 26, 2024, recorded August 28, 2024, in Instrument No. 20240828-0066266, in the aforesaid Register's Office.

EXHIBIT B

EXISTING USE RESTRICTIONS

1. **Master Declaration-** Those use restrictions set forth in that certain that certain Master Declaration of Covenants, Restrictions and Easements for Century Farms dated November 25, 2015, and recorded as Instrument Number 20151125-0120004, of the Register's Office of Davidson County, Tennessee; as supplemented by that certain Supplement to Master Declaration of Covenants, Conditions, Restrictions and Easements for Century Farms dated January 8, 2020, and recorded as Instrument Number 20200109-0003283, in said Register's Office; and as amended by that certain First Amendment to Master Declaration of Covenants, Restrictions and Easement for Century Farms dated June 10, 2021 and recorded as Instrument Number 20220615-0080863, in said Register's Office; and as further amended by that certain Second Amendment to Master Declaration of Covenants, Restrictions and Easement for Century Farms dated November 10, 2021 and recorded as Instrument Number 20221122-0154956, in said Register's Office; and as further amended by that certain Third Amendment to Master Declaration of Covenants, Restrictions, and Easements for Century Farms dated April 1, 2022 and recorded as Instrument Number 20220426-0048039, in said Register's Office; and as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Restrictions and Easements for Century Farms dated September 6, 2023 and recorded on September 8, 2023 as Instrument Number 20230908-0070699, in said Register's Office, and as may be further amended in accordance with terms of the foregoing documents; and as further amended by that certain Fifth Amendment to Master Declaration of Covenants, Restrictions and Easements for Century Farms dated October 23, 2024 and recorded on October 23, 2024 as Instrument Number 20241023-0082468, in said Register's Office; and as further amended by that certain Sixth Amendment to Master Declaration of Covenants, Restrictions and Easements for Century Farms dated December 18, 2024 and recorded on December 19, 2024 as Instrument Number 20241219-0098620, in said Register's Office, and as may be further amended in accordance with terms of the foregoing documents.

2. **Tanger-** Those certain restrictions set forth in that certain Restrictive Declaration recorded as Instrument number 20181008-0099438, as amended by that certain Amendment to Restrictive Declaration recorded as Instrument number 20220426-0048040 in the Register's Office for Davidson County, Tennessee.

3. **Popstroke-** 4.5 Exclusive Use. Subject to Applicable Law, the Permitted Exceptions, and the terms of this Lease, Tenant shall have the exclusive right to operate an outdoor or indoor putting course in the

Development (the "**Exclusive Use**"). This Exclusive Use shall not apply to any property in the Development which have been previously sold or leased to other parties prior to the Effective Date of this Lease or which Landlord does not otherwise have the legal right to impose a restriction against the Exclusive Use on such property.

The term "**Lease**" shall mean that certain Ground Lease Agreement dated effective May 22, 2023 (the "**Effective Date**") by and between Century Farms, LLC ("**Landlord**") and Popstroke Nashville, LLC ("**Tenant**").

The term "**Applicable Law**" means means all laws, ordinances, or governmental rules, regulations or orders that are applicable to the referenced matter.

The term "**Permitted Exceptions**" means any title matters of record or any other title matters of which Tenant has actual knowledge, and any matters which would be shown by a complete and accurate ALTA survey of the Premises.

The term "**Development**" means a development commonly known as Century Farms in Davidson County, Tennessee which is depicted on that certain Plat of Resubdivision for Century Farms Lots 2, 3, 4 and 5 dated and recorded on February 25, 2021 as Instrument No. 20210225-0023786 in the Office of the Register of Deeds for Davidson County, Tennessee, as amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20210914-0123327 on September 14, 2021, Register of Deeds of the County of Davidson, Tennessee; as further amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20211019-014062 on October 19, 2021, Register of Deeds of the County of Davidson, Tennessee; and as further amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20220315-0030176 on March 15, 2022, Register of Deeds of the County of Davidson, Tennessee (collectively, the "**Plat of Resubdivision**").

The term "**Premises**" means that certain Parcel 4B-1 as depicted on the Plat of Resubdivision and any improvements thereon.

4. **HCA-FSED-** Those certain restrictions set forth in that certain Declaration of Restrictive Covenants recorded as Instrument No. 20201002-0114202, subject to that certain Scrivener's Affidavit recorded as Instrument No. 20210203-0015525, as amended by that certain First Amendment to Declaration of Restrictive Covenants recorded as Instrument No. 20210615-0080864 in the Register's Office for Davidson County, Tennessee.

5. **Thorntons**- Those certain restrictions set forth in that certain Fourth Amendment to Master Declaration of Covenants, Restrictions and Easements for Century Farms dated September 6, 2023 and recorded on September 8, 2023 as

Instrument Number 20230908-0070699, in the Register's Office of Davidson County, Tennessee.

6. **In-N-Out-** Those certain restrictions set forth in that Declaration of Restrictive Covenant dated October 23, 2024 and recorded on October 23, 2024 as Instrument Number 20241023-0082470, in the Register's Office of Davidson County, Tennessee.

EXHIBIT C

CENTRAL BUSINESS IMPROVEMENT DISTRICT

Grantee hereby acknowledges that Grantor has created a central business improvement district of which the Property is a party (the "**CBID**") according to the controlling document labeled Charter of The South Nashville Central Business Improvement District, Inc., and recorded as Document Number 20181029-0107062 in Davidson County, Tennessee.

Grantee hereby agrees that prior to voting on any matter for which an owner in the CBID is able to cast a vote (a "**CBID Voting Matter**"), Grantee shall inquire with Grantor as to how Grantor would like Grantee to vote on the CBID Voting Matter and Grantor shall have the right to control and dictate the way that the Grantee votes on the CBID Voting Matter provided that such vote does not: (i) materially reduce the value of the Property; or (ii) preclude the Property from being operated as a Chick-Fil-A restaurant (each a "**CBID Voting Constraint**" and collectively, the "**CBID Voting Constraints**"). In the event that Grantee is permitted pursuant to the terms of the governing documents of the CBID to assign its voting rights on a CBID Voting Matter to Grantor, then Grantee shall assign such voting rights to Grantor provided that Grantor shall be obligated to exercise such voting rights in accordance with the CBID Voting Constraints.

EXHIBIT D

SPECIFIC PLANS WHICH APPLY TO THE CENTURY FARMS DEVELOPMENT

Century Farms, LLC (and its successors and assigns), shall have the right to make changes to any Specific Plans which apply to the Century Farms development (the "**SP**") and Grantee shall consent to any such modifications (and execute and deliver any documents required in connection therewith) within ten (10) days of written request for such consent by Century Farms, LLC provided that such modifications do not result in a material and adverse impact on the value of the Property or the ability to operate the Property for use as a Chick-Fil-A restaurant in accordance with the Chick-Fil-A lease.

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 February 18, 2025 (date of document).

Affiant Signature

2/24/2025
Date

State of Georgia
County of Cobb

Sworn to and subscribed before me this 24 day of February, 2025.

Kaitlin M Frederick
Notary's Signature

MY COMMISSION EXPIRES: March 22, 2027

NOTARY'S SEAL

KAITLIN M FREDERICK NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 22, 2027