Karen Johnson Davidson County
Batch# 1248233 DEEDWARRSP
03/19/2025 03:20:30 PM 6 pgs
Fees: $33.00 Taxes: $222,000.00
20250319-0019991

This instrument prepared by and after recording return to:

Thompson Burton PLLC
1801 West End Ave, Suite 1550
Nashville, TN 37203
Attn: Brooks E. Brasfield, Esq.

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
Oracle America, Inc. 500 Oracle Parkway Redwood City, California 94065	Oracle America, Inc. 500 Oracle Parkway Redwood City, California 94065	08206010100, 08206010000

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **RIVER NORTH TN PROPERTY OWNER LLC,** a Delaware limited liability company (hereinafter referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **ORACLE AMERICA, INC.**. a Delaware corporation (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

This being improved property commonly known as: 0 Waterside Drive and 2140 Waterside Drive, Nashville, Tennessee 37207.

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

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against the lawful claims of all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 12th day of March, 2025, and effective as of the 14th day of March, 2025.

GRANTOR:

RIVER NORTH TN PROPERTY OWNER LLC,
a Delaware limited liability company

By: _____
Name: Brian Dawson
Its: Authorized Representative

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Brian Dawson, the Authorized Representative of RIVER NORTH TN PROPERTY OWNER LLC, a Delaware limited liability company the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he or she as Authorized Representative executed the foregoing instrument for the purposes therein expressed and contained, by signing the name RIVER NORTH TN PROPERTY OWNER LLC, a Delaware limited liability company, as such Authorized Representative.

Witness my hand and official seal this 12th day of March, 2025.

My Commission Expires:

2-27-28

_____
Notary Public

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 02-27-2028

STATE OF TENNESSEE

COUNTY OF Davidson

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $60,000,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 14 day of March, 2025.

NOTARY PUBLIC

My Commission Expires: 1/4/2027

ERICA ALLYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 01-04-2027

Exhibit "A"

Legal Description of Property

Certain tracts or parcels of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lots F and G on the Final Plat of River North, Phase 1A, of record as Instrument No. 20210514-0065713, Register's Office, Davidson County, Tennessee to which plat reference is hereby made for a more particular description thereof.

Being the same property conveyed to River North TN Property Owner LLC, a Delaware limited liability company, by deed from 520 Cowan LP, a Tennessee limited partnership, of record as Instrument No. 20211101-0146059, aforesaid Register's Office.

Exhibit "B"

Permitted Exceptions

1. Taxes and assessments for the year 2025 and subsequent years, a lien not yet due and payable.

2. All matters shown on plat(s) of record in Instrument No. 202105140065713, in the Register's Office of Davidson County, Tennessee.

3. Temporary Construction and Reciprocal Easement Agreement, by and between 520 Cowan LP, a Tennessee limited partnership; 600 Cowan LP, a Tennessee limited partnership and Cowan Street Properties, a Tennessee general partnership, of record in Instrument No. 201906270062632, in the Register's Office of Davidson County, Tennessee

4. Declaration of Covenants, Conditions and Restrictions, by and between 520 Cowan LP and 600 Cowan LP, each a Tennessee limited partnership and NRN Parcel A Owner, LLC; NRN Parcel B Owner, LLC; NRN Parcel C Owner, LLC; NRN Parcel D Owner, LLC; and NRN Parcel E Owner, LLC, each, a Delaware limited liability company, of record in Instrument No. 201907030065252; as affected by Assignment and Assumption of Declaration in Instrument No. 202106020074113, in the Register's Office of Davidson County, Tennessee.

5. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by J. Alan Cummings, RLS No. 2351, Crawford & Cummings, P.C. on September 27, 2021, designated Job No. 21-058:
   (a) Rights of utility as evidenced by overhead electric line crossing Lot F of the Land.

6. Terms and provisions of Grant of Utility Line Easement, by and between 520 Cowan LP, a Tennessee limited partnership and Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, of record in Instrument No. 202110220142480, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Grant of Utility Line Easement, by and between 520 Cowan LP, a Tennessee limited partnership and Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, of record in Instrument No. 202110220142481, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by River North TN Property Owner, LLC, of record in Instrument No. 202401090001935, in the Register's Office of Davidson County, Tennessee.

9. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by River North TN Property Owner, LLC, of record in Instrument No. 202401090001938, in the Register's Office of Davidson County, Tennessee.

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 3/12/2025

Bainbridge Dillion
Affiant Signature

Date: 3/12/2025

State of Tennessee

County of Davidson

Sworn to and subscribed before me this
12th day of March, 2025.

Jodean M. King
Notary's Signature

My Commission Expires: 7/22/2025
Date: 3/12/2025

Notary's Seal

