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Bill Garrett Davidson County
Batch# 103203 DEEDWARR
06/11/2018 04:09:30 PM 6 pgs
Fees: $33.00 Taxes: $3,330.00
20180611-0056081

THIS INSTRUMENT PREPARED BY:
ATTORNEYS TITLE COMPANY, INC.
2927 Berry Hill Drive
Nashville, Tennessee 37204

30391-1
Box #14

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Mini Storage Depot on Old Hickory, LLC c/o The Sterling Group 3900 Edison Lake Parkway Mishawaka, IN 46545	New Owner	0440000480

WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **William H. Hawkins, Successor Trustee for Hickory Investors** (hereinafter referred to as the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto **Mini Storage Depot On Old Hickory, LLC, a Tennessee limited liability company** (hereinafter referred to as the "**Grantee**"), its successors and assigns, certain land in Davidson County, State of Tennessee, described as follows:

BEING Lot 2 on the Final Plat of Resubdivision of Lot 2 Old Hickory Business Park Revision Two, of record in Instrument No. 20180523-0049544, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate legal description thereof.

BEING part of the same property conveyed to Charles W, Hawkins. III, Trustee for Hickory Investors, with full power to transfer, sell convey, encumber or otherwise deal with the property without the consent or joinder of any beneficiary by Quitclaim Deed dated August 31, 1989, from Charles W. Hawkins, III, Trustee for Fairfax Investors, with full power to transfer, sell, convey, encumber or otherwise deal with the property without the consent or joinder of any beneficiary of record in Book 7932, Page 516, Register's Office for Davidson County, Tennessee. The said Charles W. Hawkins, III, died on June 16, 2004, and William H. Hawkins was appointed Successor Trustee, with full power to transfer, sell, convey, mortgage or otherwise encumber without the joinder of any beneficiary pursuant to an Appointment of Successor Trustee dated November 22, 2004, of record in Instrument No. 20041214-0148137, said Register's Office.

THIS is improved property known as 730 Hickory Industrial Drive, Old Hickory, TN 37138.

The above described property is conveyed subject to certain Restrictive Covenants, attached hereto as Exhibit B and incorporated herein by reference. Said Covenants shall be construed as covenants running with the land and shall be binding upon Grantee, its grantees, successors and assigns for the personal benefit of Grantor and shall continue in force for so long as Grantor holds any right, title or interest in any of the real property making up Old Hickory Business Park, as set out in said Restrictive Covenants, or any part, subdivision, or re-subdivision thereof.

NCS-870198

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and Grantor covenants with the said Grantee that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except as set forth on the attached Exhibit A; and Grantor does further covenant and bind himself, his heirs, successors and assigns, to warrant and forever defend the title to the said land against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 31 day of May, 2018.

William H. Hawkins, Successor Trustee for Hickory Investors, with full power to transfer, sell, convey, mortgage or otherwise encumber without the joinder of any beneficiary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared William H. Hawkins, Successor Trustee, with whom I am personally acquainted (or proved to me upon satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee for Hickory Investors, with full power to transfer, sell, convey, mortgage or otherwise encumber without the joinder of any beneficiary, the within-named bargainor, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing as Trustee.

WITNESS my hand, at office, this 31 day of May, 2018.

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public
My Commission Expires: 1/17/21

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $900,000.00.

Affiant

Subscribed and sworn to before me this
31 day of May, 2018.

Notary Public
My Commission Expires: July 8, 2018

JEFFREY S. BENZ STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

EXHIBIT A

Permitted Encumbrances

1. Taxes for the year 2018 and subsequent years, not yet due and payable. Map and Parcel 04400004800.

2. All Matters as shown on the Final Plat of Resubdivision of Lot 2 Old Hickory Business Park Revision Two, of record in Instrument No. 20180523-0049544, Register's Office for Davidson County, Tennessee.

3. Subject to Storm Water Detention Agreement, of record in Instrument No. 20000802-0076531, said Register's Office.

4. Subject to Storm Water Detention Agreement, of record in Instrument No. 20180510-0044728, said Register's Office.

5. Subject to Restrictive Covenants, attached hereto as Exhibit B and incorporated herein by reference.

6. All Matters as shown on the ALTA/NSPS Land Title Survey of Lot 2 of the Resubdivision of Lot 2 Old Hickory Business Park, Revision Two by Cherry Land Surveying, Inc., R. Scot Cherry, R.L.S. #1512 dated April 23, 2018, revised May 01, 2018, revised May 24, 2018 as Job No. 17144ALTA2 CW.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, of record in Instrument No. 20180601-0052291, said Register's Office.

EXHIBIT B
RESTRICTIVE COVENANTS

1. COVENANTS RUNNING WITH THE LAND. BINDING EFFECT. BENEFICIARY. These Restrictive Covenants shall be construed as covenants running with the land and shall be binding upon Grantee, its grantees, successors, and assigns for the personal benefit of Hickory Investors, a Tennessee Joint Venture ("Hickory Investors"), hereinbefore referred to as Grantor, and shall continue in force for so long as Hickory Investors holds any right, title or interest in any of the real property making up Old Hickory Business Park, or any part, subdivision, or resubdivision thereof. The real property making up Old Hickory Business Park includes Lots 1 and 3 as shown on the Subdivision Plat of Old Hickory Business Park Revision One, of record in Instrument No. 20010207-0012086, Register's Office for Davidson County, Tennessee; and Lot 4 as shown on the Resubdivision Plat of Lot 4, Old Hickory Business Park, Revision Two, of record in Instrument No 20121023-0097202, said Register's Office; and Lot 6 as shown on the Resubdivision Plat of Lot 2 Old Hickory Business Park, Revision Two, of record in Instrument No 20180523-0049544, said Register's Office.

2. ARCHITECTURE. MAINTENANCE AND USE RESTRICTIONS

   a. All buildings and structures shall be constructed in a manner as to be in keeping with present day construction methods in the Nashville, Davidson County, Tennessee area. No temporary buildings shall be permitted, except for those temporary buildings utilized during the initial construction and/or any rehabilitation of improvements on the Property or any part, subdivision, or resubdivision thereof. Any party now having, or hereafter acquiring any right, title or interest in the Property or any part, subdivision, or resubdivision thereof and desiring to construct thereon any improvement - including buildings, signs, drainage facilities, paving, loading docks, driveways, parking facilities, exterior lighting and fencing - (hereinafter "Party Intending to Construct") shall first submit plans and specifications including specifications for building materials, colors, and signs (the "Plans and Specifications") to Hickory Investors for its approval, not to be unreasonably withheld, conditioned, or delayed. No such improvements shall be constructed, installed, erected, placed or altered on any portion of the Property until such Plans and Specifications and a site plan and/or survey showing the location, grade, and elevation of the proposed improvements (the "Site Plan") have been submitted to and approved by Hickory Investors. The location(s) of all driveways or access roads into a roadway, street or major road are subject to reasonable approval by Hickory Investors. Hickory Investors shall have twenty (20) days from the receipt of the Plans and Specifications to approve or disapprove same. Hickory Investors shall be deemed to have approved same if no written response is received by the party submitting same within twenty (20) days following the delivery of the Plans and Specifications to Hickory Investors.

   b. A Party Intending to Construct shall cause to be prepared, by a landscaping professional, a detailed landscaping plan for the landscaping of the Property or any portion thereof, which plans shall be submitted to Hickory Investors for its approval, not to be unreasonably withheld, conditioned or delayed, and upon such approval such landscaping plans shall be carried out in substantial compliance with the approved landscaping plans. Any unimproved area within a building site shall be landscaped adequately and attractively with lawn, trees, shrubs and/or other plantings. Hickory Investors shall have twenty (20) days from the receipt of the landscaping plan to approve or disapprove same. Hickory Investors shall be deemed to have approved the landscaping plan if no written response is received by the party submitting same within twenty (20) days following the delivery of the landscaping plan to Hickory Investors.

   c. No exterior storage shall be permitted, provided, however, trash may be stored in proper closed containers such as compactor containers or dumpsters which shall be emptied regularly and maintained in a proper, sanitary, and sightly condition. Trash containers and any other like equipment or structures on ground level shall be reasonably screened from neighboring parcels and the public right-of-way by landscaping and/or an acceptable material compatible with the major exterior material of the building. No incinerator shall be kept, used or maintained on any portion

of the Property. All owners or occupants of any part of the Property must at all times keep and maintain the Property, including buildings and improvements located thereon, in a safe and clean condition in compliance in all material respects with governmental, health, and police requirements. The removal of undergrowth, grass, weeds, debris, rubbish, trash, excess dirt, industrial waste or garbage and any other unsightly material from the Property shall be performed by the occupant or owner. If such owner or occupant fails to do so within thirty (30) days after receipt of a written notice from Hickory Investors specifying the failure with reasonable particularity, Hickory Investors may, if reasonably necessary for the safe, clean or healthful condition of the Property, remove any of such things and charge the occupant or owner the reasonable cost of such removal.

d. The Property shall comply with the off-street parking ordinances of the local government of Nashville Metropolitan Government of Davidson County, Tennessee.

e. All buildings shall be set back such minimum distances from roadways or streets, or from a property line, as shall be shown by building limit lines designating such set-back distances on the recorded plats of subdivisions of any portion or all of the Property, or any revisions thereto.

3. GENERAL PROVISIONS

a. Enforcement. Should there be any violation or attempt to violate any of the restrictive covenants contained herein, it shall be lawful for Hickory Investors to bring an action against the violating party at law or in equity either to prevent or enjoin violations of these restrictive covenants or to recover damages on account thereof.

b. Waiver. The failure of Hickory Investors to bring an action to enforce these restrictive covenants or for damages against any party violating these restrictive covenants shall not be deemed a waiver of its right to enforce these restrictive covenants as to that specific violation or any other violation by the same or other party either of the same or different nature.

c. Approvals. All approvals to be obtained from Hickory Investors, as established by these restrictive covenants, shall be subject to reasonable discretion, which approvals shall not be unreasonably withheld, conditioned or delayed.

d. Headings and References. Paragraph headings are inserted herein for convenience and shall not, in any way, be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. All references herein to the masculine, feminine or neuter gender shall be deemed to refer to all genders. In like manner, all references to the singular shall be deemed to include the plural, and all references to the plural shall be deemed to include the singular.

e. Invalidity of any Provisions of These Covenants. If any provision of these restrictive covenants are held to be invalid for any reason by any Court having jurisdiction over same, such holding shall not affect the validity of the remaining provisions hereof, it being intended that all restrictive covenants contained herein shall be severable from each other.

f. Address. The address of Hickory Investors at the time of this conveyance is as follows: c/o William H. Hawkins, 760 Melrose Avenue, Nashville, Tennessee 37211.

g. Termination. In the event that Hickory Investors no longer holds any right, title or interest in any of the real property making up Old Hickory Business Park, these restrictive covenants shall automatically terminate and be of no further force and effect.

True Copy Certification

I, Jeff Wainscott, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Jeff Wainscott
Signature

State of Indiana

County of Marion

Personally appeared before me, Andrew Eyster a notary public for this county and state Jeff Wainscott who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Andrew Eyster
Notary's Signature

My Commission Expires: 8-20-2025
Notary' Seal (if on paper)

NOTARY PUBLIC SEAL INDIANA
ANDREW EYSTER
Residing in Monroe County
My Commission Expires
~~August 24, 2017~~

August 20, 2025 AE.

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