Karen Johnson Davidson County
Batch# 232397 DEEDWARRSP
05/21/2019 07:48:30 AM 6 pgs
Fees: $33.00 Taxes: $59,570.00
20190521-0047613

This instrument prepared by:
Cherry Petersen Landry Albert LLP
8350 N. Central Expressway, Suite 1500
Dallas, Texas 75206

Return Recorded Document to:
Cherry Petersen Landry Albert LLP
8350 N. Central Expressway, Suite 1500
Dallas, Texas 75206

Name/Address of Property Owner:
Charlotte Ave Storage, LLC
1420 E. 7th Street, Suite 150
Charlotte, North Carolina 28204

Send Tax Bills To:
same

Mar/Parcel Numbers:
Map/Parcel No. 092100314 00

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAVIDSON

CHARLOTTE PIKE STORAGE LLC, a Delaware limited liability company (called "Grantor"), in consideration of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration in hand paid by to CHARLOTTE AVE STORAGE, LLC, a Delaware limited liability company, whose address is 1420 E. 7th Street, Suite 150, Charlotte, North Carolina 28204 (called "Grantee"), the receipt and sufficiency of which are acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents GRANTS, BARGAINS, SELLS and CONVEYS unto Grantee, the real property in Davidson County, Tennessee, described on Exhibit A attached hereto and made a part hereof for all purposes, together with (i) all and singular, all of Grantor's right, title and interest in all rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining thereto, including all of Grantor's right, title and interest in any land lying in the bed of any streets, roads or avenues opened or proposed, in front of or adjoining such premises, to the center line thereof and to any unpaid awards for any taking by condemnation or any damage to the Property by reason of a changes of grade of any streets or highways, (ii) all of Grantor's right, title and interest in all improvements and buildings on such real property, and (iii) all of Grantor's right, title and interest in all fixtures affixed or attached to, or situated upon, or acquired or used in connection therewith (said real property, together with such rights, appurtenances and interests, improvements, buildings, and fixtures being collectively called the "Property").

This conveyance is made and accepted subject to all items on Exhibit B attached hereto, to the extent same are valid and affect the Property (such matters being referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and, subject to the Permitted Exceptions, Grantor binds itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, DATED MARCH 4, 2019 BETWEEN GRANTOR AND GRANTEE (AS AMENDED, THE "PURCHASE AGREEMENT"), WITH RESPECT TO THE SALE AND PURCHASE OF THE PROPERTY, (A) THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED AND ACCEPTED BY GRANTEE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF

GRANTOR INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED AND AS MAY BE SET FORTH IN THE PURCHASE AGREEMENT; AND (D) GRANTEE ACCEPTS THE PROPERTY SUBJECT TO ALL RISKS WHICH HAVE EXISTED OR WHICH MAY NOW OR IN THE FUTURE EXIST ON THE PROPERTY.

Real property ad valorem taxes and assessments having been prorated to the date of this Special Warranty Deed, Grantee assumes and agrees to pay when due all such ad valorem property taxes and assessments for the year 2019 and subsequent years.

SIGNATURE ON FOLLOWING PAGE.

Executed as of May 16, 2019.

GRANTOR:

CHARLOTTE PIKE STORAGE LLC,
a Delaware limited liability company

By: Self-Storage Partners 2016 LP,
its Managing Member

By: Self-Storage Partners 2016 GP LLC,
its General Partner

By: _____
Julian Hawes, Jr., Vice President

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 14 day of May, 2019 by Julian Hawes, Jr., the Vice President of Self-Storage Partners 2016 GP LLC, the General Partner of Self-Storage Partners 2016 LP, the Managing Member of CHARLOTTE PIKE STORAGE LLC, a Delaware limited liability company, on behalf of said entities.

KAYLA FINSTEIN
Notary Public, State of Texas
Comm. Expires 06-14-2022
Notary ID 131605529

_____
Notary Public in and for the State of Texas

Kayla Finstein
Printed Name

My Commission Expires: 6/14/22

VALUE AFFIDAVIT

STATE OF TEXAS
COUNTY OF DALLAS

The actual consideration or value, whichever is greater, for this transfer is $16,100,000.00.

_____
Affiant

Subscribed and sworn to before me this 14 day of May, 2019.

KAYLA FINSTEIN
Notary Public, State of Texas
Comm. Expires 06-14-2022
Notary ID 131605529

Kayla Finstein
Notary Public

My Commission Expires: 6-14-22

EXHIBIT A

PROPERTY

Being a tract of land lying in Davidson County, Tennessee, and being more particularly described as follows; Beginning at an existing PK nail on the easterly right-of-way line of 27th Avenue North at a corner common with HCA Realty, INC., as of record in Book 7466, Page 683, at the Register's Office for Davidson County, Tennessee;

Thence with the easterly right-of-way line of 27th Avenue North along a curve to the right with an arc length of 114.12 feet, the radius of which is 630.00 feet, the central angle of which is 10 deg 22 min 42 sec, the chord of which is North 00 deg 18 min 26 sec West, 113.96 feet to an existing PK nail;

Thence North 04 deg 52 min 55 sec East, 82.50 feet to an existing PK nail at a corner common with Metro Government, as of record in Deed Instrument No. 201501150004419, at said Register's Office, also being the center line of Felicia Street closed by Bill No. 88-374, easements retained;

Thence leaving the easterly right-of-way line of 27th Avenue North with the southerly property line of Metro government, North 78 deg 45 min 17 sec East, 68.30 feet to an existing PK nail;

Thence North 78 deg 50 min 54 sec East, 284.52 feet to an existing iron rod on the westerly right-of-way line of 26th Avenue North;

Thence with the westerly right-of-way line of 26th Avenue North, South 08 deg 41 min 50 sec West, 22.54 feet to an existing iron rod;

Thence South 04 deg 48 min 00 sec West, 142.13 feet to an existing iron rod at a corner common with said HCA Realty, INC.;

Thence leaving the westerly right-of-way line of 26th Avenue North with the northerly property line of HCA Realty, INC., along a curve to the right with an arc length of 170.21 feet, the radius of which is 430.00 feet, the central angle of which is 22 deg 40 min 47 sec, the chord of which is South 67 deg 48 min 53 sec West, 169.10 feet to an existing railroad spike;

Thence South 78 deg 30 min 12 sec West, 184.36 feet to the point of beginning, containing 64,968 square feet (1.49 acres more or less).

Being the same property conveyed to Charlotte Pike Storage, LLC, a Delaware limited liability company, by Quitclaim Deed of record in Instrument No. 20170213-0015029, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years.

2. Rights of tenants in possession, as tenants only, under any unrecorded rental or lease agreements.

3. 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, the company assumes no liability for taxes assessed by correction or supplemental assessment.

4. Grant of Utility Line Easements to The Metropolitan Government of Nashville and Davidson County, of record in Book 11227, Page 342 and Book 11227, Page 346, Register's Office for Davidson County, Tennessee.

5. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20170609-0058197, Register's Office for Davidson County, Tennessee.

6. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances of record in Instrument No. 20170614-0059657, Register's Office for Davidson County, Tennessee.

7. Reciprocal Access Easement Agreement of record in Instrument No. 20180111-0003674, Register's Office for Davidson County, Tennessee.

8. The following matters as depicted on the ALTA/NSPS Land Title Survey prepared by L. Brandon Lambert, TN RLS No. 2828, as Project No. 414719024, dated March 20, 2019:

    a. Gas line crosses the North portion of the property without a recorded easement.
    b. Overhead utility lines cross the North portion of the property without a recorded easement.

GRANTOR MAKES NO (AND DISCLAIMS ANY) REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT REGARDING ANY SURVEY WHICH IS REFERENCED IN THIS EXHIBIT B OR IN THIS DEED. GRANTEE IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT REGARDING ANY SURVEY WHICH IS REFERENCED IN THIS EXHIBIT B OR IN THIS DEED.

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

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.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

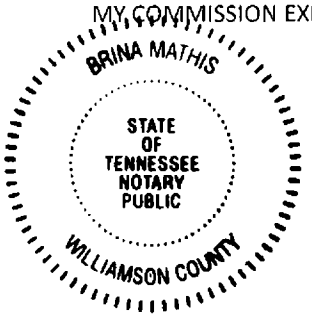
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).