Karen Johnson Davidson County
Batch# 500337 DEEDWARRSP
10/22/2020 12:16:30 PM 5 pgs
Fees: $28.00 Taxes: $8,695.00
20201022-0122944

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Dianne Elizabeth Lutzak, Trustee of the Dianne Elizabeth Lutzak Family Revocable Trust dated February 28, 2008 8256 Rexford Court Brentwood, Tennessee 37027	Map/Parcel No. 142-369.00	Same Address As New Owner

This instrument prepared by: David A. Rutter, Esq., Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, Tennessee 37203

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 consideration, the receipt and sufficiency of all of which are hereby acknowledged, BSM HICKS, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to DIANNE ELIZABETH LUTZAK, TRUSTEE OF THE DIANNE ELIZABETH LUTZAK FAMILY REVOCABLE TRUST, DATED FEBRUARY 28, 2008 (the "Grantee"), Grantee's successors and assigns, the real property described on **Schedule 1**, which is attached hereto and incorporated herein by reference (the "Property"), together with all rights, interests, easements and hereditaments appurtenant thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the S.P. Plan for Hwy 70 retail Center SP Case Number: 2015SP-043-002 and other applicable zoning laws and regulations and the matters described on **Schedule 2**, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is improved property located at 7035 Highway 70 S., Nashville, Tennessee 37221.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF Williamson

The actual consideration or value, whichever is greater, for this transfer is $2,350,000.00

Fidelity National Title Ins. Co.
By: [signature]
Affiant

LISA FARRIS NOTARY PUBLIC STATE OF TENNESSEE ROBERTSON COUNTY MY COMMISSION EXPIRES AUGUST 24, 2024

Subscribed and sworn to before me this 20 day of October, 2020.

[signature]
Notary Public
My Commission
Expires: 08-24-2024

Except as otherwise expressly provided in this deed or any other written agreement executed by Grantor, by acceptance of this Deed, Grantee acknowledges and agrees that: Grantor has not made, is not making and specifically disclaims and negates any warranties, representations, guarantees or assurances (express or implied) regarding the Property or any rights, interests, easements and hereditaments appurtenant thereto; (ii) Grantee is purchasing the Property "As-Is, Where-Is" with all faults and all latent or patent defects; and (iii) Grantee, on behalf of itself and its successors and assigns, shall be deemed to have waived, released and discharged Grantor from all claims that Grantee or its successors or assigns has or may have against Grantor relating to the Property, whether known or unknown, existing or arising in the future, including, but not limited to, claims for contribution or indemnity under any environmental laws.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 20 day of October, 2020.

GRANTOR:

BSM HICKS, LLC,
a Tennessee limited liability company

By: BSM Investments III, LLC, its Manager

By: _____
Name: Carl D. Storey, III
Title: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Micah Fouse, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl D. Storey, III, 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 President of BSM Investments III, LLC, the Manager of BSM Hicks, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President of BSM Investments III, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, on behalf of the Manager by himself as such President.

Witness my hand seal at office this 20 day of October, 2020.

_____
Notary Public

My Commission Expires: 3/8/2022

MICAH FOUSE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 8, 2022

SCHEDULE 1 TO DEED

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 2, as shown on the map entitled William W. Hicks Subdivision, Davidson County, Tennessee, as shown on Plat of record as Instrument No. 20050517-0055778, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to BSM HICKS, LLC, a Tennessee limited liability company, by deed from HICKS FAMILY BELLEVUE, LLC, a Tennessee limited liability company, of record as Instrument No. 20151222-0128907, dated December 7, 2015, said Register's Office.

SCHEDULE 2 TO DEED

PERMITTED ENCUMBRANCES

1. Real property taxes and assessments (general and special, public and private) for the year 2020, a lien, which are not yet due and payable.

2. Matters shown on the survey of the Property by Joseph A. Brown, RLS No. 2438, dated September 20, 2020 and designated as Job No. 20-4003.

3. Plat of record as Instrument No. 20050517-0055778, Register's Office for Davidson County, Tennessee.

4. Rights of Aldi Inc. (Tennessee), a Tennessee corporation, as tenant only, under that certain unrecorded Ground Lease as evidenced by that certain Memorandum of Ground Lease of record in Instrument No. 20170912-0093282, Register's Office for Davidson County, Tennessee.

5. Declaration of Covenants, Conditions, Restrictions and Easements of record in Instrument No. 20151222-0128909, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of record in Instrument No. 20190607-0054529, said Register's Office.

6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20160223-0017057, said Register's Office.

7. Cost Sharing Agreement of record in Instrument No. 202010220122942__, said Register's Office.

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, Lisa Farris, a notary public for this county and state,
Notary's Name

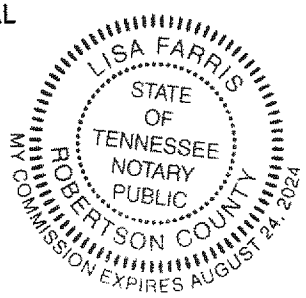
Heather Wood, who acknowledges that this certification of an electronic document is
Signer's Name

true and correct and whose signature I have witnessed.

Lisa Farris
Notary's Signature

MY COMMISSION EXPIRES: 08-24-2024

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).

SA0241
00569731