Karen Johnson Davidson County
Batch# 512667 DEEDWARRSP
11/09/2020 03:04:30 PM 5 pgs
Fees: $28.00 Taxes: $6,752.50
20201109-0131837

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Caspian Court, LLC Caspian RGGA, LLC 7033 Highway 70 South Nashville, Tennessee 37221 Attn: Robert F. McRae, III	Map/Parcel Nos. 142-370.00 and Part of 142-106	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 CASPIAN COURT, LLC, as to an undivided 73.7% interest, and CASPIAN RGGA, LLC, as to an undivided 26.3% interest (collectively, 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 matters described on **Schedule 2**, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is improved property located at 7033 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 Davidson

The actual consideration or value, whichever is greater, for this transfer is $1,825,000.00

Affiant

MILADY HEUGAS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires JULY 3, 2023

Subscribed and sworn to before me this 6th day of November, 2020.

Notary Public
My Commission
Expires:

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 6th day of November, 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, Milady Heugas, 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 6th day of November, 2020.

_____
Notary Public

My Commission Expires: 7-3-2023

MILADY HEUGAS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 3, 2023

SCHEDULE 1 TO DEED

PROPERTY DESCRIPTION

Tract 1:

Land in Davidson County, Tennessee, being Lot 3, as shown on the map entitled William W. Hicks, 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.

Tract 2:

Land in Davidson County, Tennessee, being Lot 1, as shown on the map entitled William W. Hicks, 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, EXCEPT.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE is that property more particularly described in Deed of record in Instrument No. 20151222-0128908, Register's Office for Davidson County, Tennessee.

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 and part of the same property conveyed to BSM HICKS, LLC, a Tennessee limited liability company, by Deed from BSM BELLEVUE LAND, LLC, a Tennessee limited liability company of record in Instrument No. ___202011090131836_____, 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, and subsequent years.

2. Matters shown on Survey Job No. 20-4003 by Joseph Brown, TN RLS #2438 of Brown Land Surveying, LLC dated September 20, 2020 and all other matters that would be revealed by an accurate survey of the Property.

3. All applicable governmental laws, statutes, codes, ordinances, rules, regulations, orders, judgments and decrees.

4. Matters arising as a result of the acts or omissions of Grantee or any of its affiliates, agents, employees, contractors or representatives.

5. Public Utilities Easement of record in Instrument No. 20170405-003339 and Instrument No. 20170405-0033340, Register's Office for Davidson County, Tennessee.

6. All matters shown on the Plan of record in Instrument No. 20050517-0055778, said Register's Office.

7. Agreement for Dedication of Easement for Sanitary Sewers of record in Book 4774, page 529, said Register's Office.

8. Agreement for Dedication of a Public Utilities Easement of record in Instrument No. 20170412-0035859, said Register's Office.

9. 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.

10. Hold Harmless Agreement of record in Instrument No. 20170405-003338, said Register's Office.

11. Rights of Ascend Federal Credit Union pursuant to unrecorded Lease Agreement by and between BSM Hicks, LLC and Ascend Federal Credit Union dated May 20, 2019.

12. Memorandum of Ground Lease by and between BSM Hicks, LLC, a Tennessee limited liability company, Lessor, and ALDI INC. (TENNESSEE), a Tennessee corporation, Lessee, dated December 17, 2015 of record in Instrument No. 20170912-0093282, said Register's Office as assigned by that certain Memorandum of Assignment of Lease of record in Instrument No. 20201022-0122945, said Register's Office.

13. Declaration of Covenants, Conditions, Restrictions and Easements of record in Instrument No. 20190607-0054531, said Register's Office.

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

15. Cost Sharing Agreement of record in Instrument No. 20201022-0122942, said Register's Office.

Tennessee Certification of Electronic Document

I, Teresa Beardsley, 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.

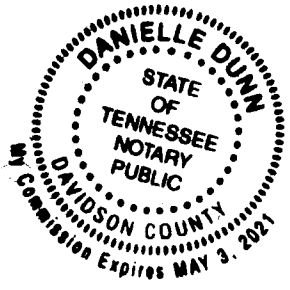
Teresa Beardsley
Signature

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Danielle Dunn, a notary public for said county and state, **TERESA BEARDSLEY**, who acknowledged that this certification of an electronic document is true and correct and whose signatures I have witnessed.

Danielle Dunn
Notary Signature

My Commission Expires: May 3, 2021



(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).

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