THIS INSTRUMENT PREPARED BY:
PETRINA M. MARKOWITZ, ESQ.
12820 THREE SISTERS ROAD
POTOMAC, MD 20854

SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 543654 DEEDWARRSP
12/30/2020 12:36:30 PM 8 pgs
Fees: $43.00 Taxes: $81,400.00
20201230-0154693

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF ~~DAVIDSON~~ St Johns

The actual consideration or value, whichever is greater, for this transfer is $ 22,000,000.00 .

Subscribed and sworn to before me on the 22nd day of December, 2020.

Notary Public

Notary Public State of Florida
Kathryn C. Danzeisen
My Commission HH 000747
Expires 05/17/2024

My commission expires:

ADDRESS OF NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL #:
3102 West End Avenue Suite 780 Nashville, TN 37203	3102 West End Avenue Suite 780 Nashville, TN 37203	**082-05-158.00 (part of)**

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, **BAUGH & PARDUE PROPERTIES, L.L.C.**, a Tennessee limited liability company, hereinafter referred to as "**Grantor**," has bargained and sold, and by these presents does transfer and convey unto **GERMANTOWN JV LLC**, a Delaware limited liability company, its successors and/or assigns, hereinafter referred to as "**Grantee**," a certain tract or parcel of land in Davidson County, Tennessee, described on **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and/or assigns forever, and Grantor does covenant with the said Grantee, that it is lawfully seized and possessed of said land in fee simple, it has a good right to convey it, and the same is unencumbered except as to the matters of record shown on **Exhibit B** attached hereto and incorporated herein by reference.

RECORD & RETURN TO:
Fidelity National Title Insurance Company
1620 L Street, NW, 4th Floor
Washington, D.C. 20036

Grantor further covenants and binds itself, and its heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors and/or assigns, against the lawful claims of all persons whatsoever.

ALL covenants and warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

[Remainder of page left blank.]

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto as of December 22, 2020.

BAUGH & PARDUE PROPERTIES, L.L.C., a Tennessee limited liability company

By: _____
John T. Baugh, Jr., President and Manager

By: _____
Timothy E. Pardue, Vice President and Manager

[Acknowledgements appear on the following page.]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joseph L. George Jr, a Notary Public of the State and County aforesaid, personally appeared John T. Baugh, Jr., President and Manager of Baugh & Pardue Properties, L.L.C., a Tennessee limited liability company, with whom I am personally acquainted, and who, upon oath, acknowledged to be President and Manager of Baugh & Pardue Properties, L.L.C., a Tennessee limited liability company, and that John T. Baugh, Jr., as such President and Manager of Baugh & Pardue Properties, L.L.C., a Tennessee limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 17 day of December, 2020.

Notary Public

My Commission Expires 3-8-2023.

Joseph L. George Jr. State of Tennessee Notary Public Davidson County

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joseph L. George Jr, a Notary Public of the State and County aforesaid, personally appeared Timothy F. Pardue, Vice President and Manager of Baugh & Pardue Properties, L.L.C., a Tennessee limited liability company, with whom I am personally acquainted, and who, upon oath, acknowledged to be Vice President and Manager of Baugh & Pardue Properties, L.L.C., a Tennessee limited liability company, and that Timothy F. Pardue, as such Vice President and Manager of Baugh & Pardue Properties, L.L.C., a Tennessee limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 17 day of December, 2020.

Notary Public

My Commission Expires 3-8-2023.

Joseph L. George Jr. State of Tennessee Notary Public Davidson County

EXHIBIT A

Legal Description

Being a tract of land lying in the 19th Council District of Davidson County, Nashville, Tennessee, being a portion of Baugh & Pardue Properties, LLC, as recorded in Instrument Number 20150219-0014530, Register's Office of Davidson County, Tennessee (RODC), being Lots 1 - 9, 17 - 22, 35 - 37 and portions of Lots 23 - 26 and 38 of O'Shaughnessy Plan as recorded in Plat Book 21, Page 119, RODC, and being portions of rights of way closed by Metro Ordinances O83-1364 and BL2014-982. Said tract being bounded on the north by Metro Government Wastewater and Sewer as recorded in Book 7017, Page 341, RODC, and by River Cement Sales Company as recorded in Instrument Number 201001120002851, RODC, bounded on the east by the Cumberland River, bounded on the south remainder of said Baugh & Pardue Properties, LLC, and bounded on the west by the eastern right of way (ROW) of Adams Street. Said tract being more particularly described as follows:
POINT OF BEGINNING being a found p.k. nail with "DONLON" washer and being the southwest corner of said River Cement Sales Company; thence along the common line of said River Cement Sales Company North 62°54'02" East 411.99 feet more or less to a the low water line of said Cumberland River, having passed a found 5/8" iron rod at 359.53 feet; thence generally along the low water line of said Cumberland River with the following: South 11°09'40" East 516.93 feet to a point; thence South 11°23'54" East 9.43 feet to a point; thence leaving said low water line of the Cumberland River and along a new severance line South 63°10'01" West 646.46 feet more or less to a set point lying on said eastern ROW of Adams Street; thence along said eastern ROW of Adams Street with the following: North 27°06'24" West 78.57 feet to a found p.k. nail; thence North 33°46'19" West 177.71 feet to a found iron rod with "DONLON" cap; thence along the common line of said Metro Government Wastewater and Sewer with the following: North 63°00'50" East 25.00 feet to a set iron rod with cap; thence along a curve to the right having an arc length of 184.32 feet, a radius of 358.28 feet, a central angle of 29°28'33" and having a chord bearing and distance of North 04°20'23" East 182.29 feet to a found p.k. nail with "DONLON" washer; thence North 62°34'26" East 268.54 feet to a found iron rod with "DONLON" cap; thence North 20°12'19" West 91.70 feet to the point of beginning.
Tract contains 323,615 square feet or 7.43 acres.
Bearings based on Tennessee State Plane Coordinate System.

Being a portion of the same property conveyed to Baugh & Pardue Properties, LLC by deed of record in Instrument No. 20150219-0014530, Register's Office for Davidson County, Tennessee. For further derviation see Metropolitan Government of Nashville and Davidson County OrdinanceO83-1364.

EXHIBIT B

Matters of Record

- Taxes for the year 2021, a lien not yet due and payable.

- Permanent Easement as set forth in Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage and Force Main of record in Book 8766, Page 400, in the Register's Office for Davidson County.

- Flowage easement of record in Book 2195, Page 17, in the Register's Office for Davidson County.

- Easements retained by Metropolitan Government of Nashville and Davidson County as set forth in Ordinance O83-1364.

- Easements retained by Metropolitan Government of Nashville and Davidson County as set forth in Ordinance BL2014-982.

- Easements for public utilities serving the land described in deed of record in Book 4906, Page 116, in the Register's Office for Davidson County.

- Water (Riparian Rights)
  (a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Cumberland River without diminution or pollution and the consequence of any past or future change in the location of Cumberland River;
  (b) riparian rights incident to premises;
  (c) rights of upper and lower riparian owners in and to the waters of Cumberland River crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;
  (d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.

- Title to that portion of the Land lying below the mean high water mark of the Cumberland River.

- Survey Project Number 5547-19-056 prepared by L. Brandon Lambert, TN RLS #2828 of S&ME, Inc. and dated 8-30-2019 last revised ___-____-2020 indicates the following:

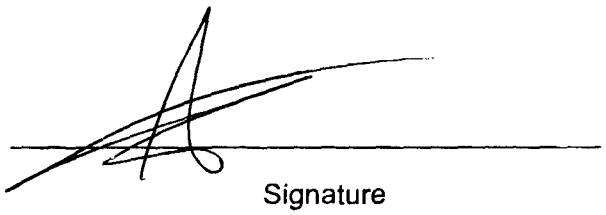
  a. Encroachment of fencing and gate crossing onto subject property in northerly line.
  b. Approximate 100 year flood line along easterly boundary.
  c. Encroachment of gas line crossing in westerly line and in central and northerly portions, not included in a recorded easement.
  d. Encroachment of water line crossing in westerly line and central and northerly portion, not included in a recorded easement.

e. Encroachment of 12" clay pipe/10" to 12" PVC crossing in westerly and northerly lines and in central portion.
f. Encroachment of overhead utility line not included in a recorded easement.
g. Parking spaces encroaching in westerly line.
h. Encroachment of fencing crossing within northwesterly line.
i. 2 story brick/metal siding building encroaching onto easements retained in Ordinance O83-1364 and in Ordinance BL2014-982.
j. Encroachment of driveway curbing and concrete pad crossing on northerly line.
k. Gas meter, metal stairs, walls, and concrete pad crossing southerly line.
l. Drainage structures crossing as shown including 72" brick line and 18" Reinforced Concrete Pipe.
m. Encroachment of Building to the south over southern line.

- Easement Agreement to The Metropolitan Government of Nashville and Davidson County of record in Instrument No. 20200407-0036766, Register's Office for Davidson County, Tennessee.

Certificate of Authenticity

I, Mark Badanowski, 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.



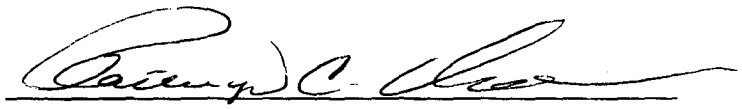
Signature

State of Florida

County of St. Johns

Personally appeared before me, Kathryn C. Danzeisen, a notary public for this county and state, Mark Badanowski who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

This 2nd day of December, 2020.



Notary's Signature

My Commission Expires:_____.

Notary's Seal (If on paper)

