Karen Johnson Davidson County
Batch# 590803 DEEDWARRSP
03/12/2021 11:47:30 AM 8 pgs
Fees: $43.00 Taxes: $65,860.00
20210312-0033056

Prepared by and after recording return to:
Jed K. Burton
Jones Waldo
170 S. Main Street, Suite 1500
Salt Lake City UT 84101

Address New Owner(s) as follows:	Send Tax Bills To:	Property Address And Tax Map/Parcel IDs:
Extra Space Properties Two LLC 2795 E Cottonwood Pkwy #300 Salt Lake City UT 84121	Extra Space Properties Two LLC c/o Paradigm Tax Group (ESS Site # 0321) PO Box 800729, Dallas TX 75380	3744 Annex Ave. Nashville TN Map 102-4 Parcel 96+218 (102-04-0-096.00)

ORT 209051

SPECIAL WARRANTY DEED
(ESS Site No. 0321)

ESS PRISA II LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has BARGAINED and SOLD and does hereby BARGAIN, SELL, CONVEY and CONFIRM, unto **EXTRA SPACE PROPERTIES TWO LLC**, a Delaware limited liability company, ("Grantee") that parcel of improved land described on **Exhibit A** attached hereto and made a part hereof for all purposes, being the same property conveyed to Grantor by Warranty Deed of record under Instrument Number 0248053 in the Register's Office of Davidson County, Tennessee.

Together with all buildings located thereon and all of Grantor's right, title and interest in all other improvements thereon and all rights and appurtenances pertaining thereto and all of the easements, rights-of-way, privileges, liberties, hereditaments, strips and gores, streets, alleys, passages, ways, waters, water courses, thereto belonging or appertaining and all of the estate, right, title, interest, claims or demands whatsoever of the Grantor therein and the streets and ways adjacent thereto, either in law or in equity (the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to all current general and special property taxes not yet due and payable and all covenants, conditions, restrictions and other matters set forth on **Exhibit B** attached hereto (collectively, the "Permitted Exceptions").

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey the Property, subject only to the Permitted Exceptions, and Grantee hereby accepts title to the Property subject to all of the Permitted Exceptions.

TO HAVE AND TO HOLD the Property, unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to warrant and

forever defend the Property unto Grantee and Grantee's 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, subject, however, to the Permitted Exceptions.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

[Signatures on Following Page; remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through a duly authorized individual on this 21 day of Jan, 2021.

ESS PRISA II LLC, a Delaware limited liability company

By: PRISA II LHC, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Edwin Siddons
Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New Jersey)
County of Morris)

On January 21, 2021, before me, Tamika Cooper Closeil, a Notary Public, personally appeared Edwin Siddons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tamika Cooper Closeil

TAMIKA COOPER CLOSEIL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/2/2023

TAMIKA COOPER CLOSEIL NOTARY PUBLIC NEW JERSEY

STATE OF Utah §
§
COUNTY OF Utah §

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $17,800,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Hillary Morgan
Agent for Grantee
AFFIANT—Grantee

Subscribed and sworn to before me on
this 11 day of March, 2021.

Notary Public

STACY L BROWN
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 714133
COMM. EXP. 11-21-2024

[Affix Notary Seal]
My Commission Expires: 11-21-2024

EXHIBIT A

Legal Description

ESS Site #0321
3744 Annex Ave.
Nashville, TN 37209

BEING A PARCEL OF LAND BOUNDED ON THE SOUTH BY OLD HICKORY BOULEVARD, ON THE WEST BY PREMIER DRIVE AND METRO GOVERNMENT, ON THE NORTH BY UNITED BENEFIT LIFE INSURANCE COMPANY AND A. B. PRATT, ON THE EAST BY WIGGINS PLAZA, AND BEING THE LOT SHOWN ON THE PLAN OF STOR-N-LOK WEST OF RECORD IN BOOK 6250, PAGE 442, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON SET IN THE NORTH RIGHT-OF-WAY LINE OF OLD HICKORY BOULEVARD AT THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE RETURN OF PREMIER DRIVE; THENCE WITH THE EAST RIGHT-OF-WAY LINE OF PREMIER DRIVE ON A CURVE TO THE RIGHT, THE CENTRAL ANGLE OF WHICH IS 49 DEGREES 18 MINUTES 00 SECONDS, THE RADIUS OF WHICH IS 30.00 FEET, THE CHORD OF WHICH IS NORTH 48 DEGREES 35 MINUTES 14 SECONDS WEST, 25.02 FEET, AN ARC DISTANCE OF 25.81 FEET TO AN IRON SET CORNER COMMON WITH METRO GOVERNMENT OF NASHVILLE; THENCE WITH METRO GOVERNMENT OF NASHVILLE, NORTH 32 DEGREES 23 MINUTES 12 SECONDS EAST, 222.45 FEET TO AN IRON SET AT A CORNER COMMON WITH METRO GOVERNMENT OF NASHVILLE IN THE EAST RIGHT-OF-WAY LINE OF PREMIER DRIVE; THENCE WITH THE EAST RIGHT-OF-WAY LINE OF PREMIER DRIVE, NORTH 44 DEGREES 06 MINUTES 03 SECONDS, EAST, 242.42 FEET TO AN IRON FOUND AT A CORNER COMMON WITH UNITED BENEFIT LIFE INSURANCE COMPANY; THENCE WITH UNITED BENEFIT LIFE INSURANCE COMPANY SOUTH 45 DEGREES 53 MINUTES 57 SECONDS EAST, 128.94 FEET TO AN IRON FOUND; THENCE NORTH 46 DEGREES 06 MINUTES 03 SECONDS EAST, 279.77 FEET TO AN IRON FOUND AT A CORNER COMMON WITH A. B. PRATT IN THE EAST LINE OF UNITED BENEFIT LIFE INSURANCE COMPANY; THENCE WITH A. B. PRATT, SOUTH 50 DEGREES 19 MINUTES 06 SECONDS EAST, 145.66 FEET TO AN IRON FOUND AT A CORNER COMMON WITH WIGGINS PLAZA IN THE SOUTH LINE OF A. B. PRATT; THENCE WITH WIGGINS PLAZA, SOUTH 39 DEGREES 40 MINUTES 54 SECONDS WEST, 90.00 FEET TO AN IRON FOUND; THENCE SOUTH 34 DEGREES 40 MINUTES 54 SECONDS WEST, 578.10 FEET TO A CONCRETE MONUMENT CORNER COMMON WITH WIGGINS PLAZA IN THE NORTH RIGHT-OF-WAY LINE OF OLD HICKORY BOULEVARD; THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF OLD HICKORY BOULEVARD, NORTH 55 DEGREES 48 MINUTES 00 SECONDS WEST, 102.46 FEET TO AN IRON SET; THENCE ON A CURVE TO THE LEFT, THE CENTRAL ANGLE OF

202103120033056

WHICH IS 17 DEGREES 26 MINUTES 14 SECONDS, THE RADIUS OF WHICH IS 746.20 FEET, THE CHORD OF WHICH IS NORTH 64 DEGREES 31 MINUTES 07 SECONDS WEST, 226.22 FEET, AN ARC DISTANCE OF 227.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.39 ACRES, MORE OR LESS.

Being the same property conveyed to SUSA PARTNERSHIP, L.P., by deed from THE ESTATE OF EMANUEL SCHATTEN, THE PAUL GOLD FAMILY TRUST, BRUCE H. GOLD and JOAN GOLD CYPRESS, of record in Book 10264, page 63, dated November 18, 1996, said Register's Office. SUSA PARTNERSHIP, L.P conveyed said property to SUSA-TN, LLC, A TENNESSEE LIMITED LIABILITY COMPANY by Quitclaim Deed of record as Instrument No. 20000110-0002857, dated January 1, 2000, said Register's Office. SUSA-TN, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, further conveyed said property to ESS PRISA II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, by Quitclaim Deed of record as Instrument No. 20050727-0087462, dated July 14, 2005, said Register's Office.

EXHIBIT B

Permitted Exceptions

1. Rights of tenants as tenants only under unrecorded self-storage agreements, with no rights to purchase all or any portion of the property.

2. The following matters shown on the Plan of record in Plat Book 6250, page 442, said Register's Office:
   a) 10' utility/drainage easement along eastern and southern boundary;
   b) 30' ingress/egress easement through property;
   c) 3' building setback along access easements;
   d) 25' access easement at southwestern corner;
   e) 20' building setback along western and northern boundary.

3. Memorandum of Lease of record in Book 10792, page 404, as assigned in Book 11520, page 193, said Register's Office.

4. Lease Memorandum Acknowledgement of record in Book 11520, page 202, said Register's Office.

5. Memorandum of Lease of record as Instrument No. 20140818-0074672, said Register's Office.

6. The following matters shown on the plat of survey by Clifford McGill, Tenn. RLS No. 2699, with Azimuth Land Surveying, dated December 10, 2020, last revised January 23, 2021, and coordinated by Old Republic Specialized Commercial Services designated as Project Number 01-20141510-01N:
   a) Two southeastern buildings encroach over the 3' building setback 0.9' and 1' respectively

True Copy Certification

I, Dempsey Jeffs, 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 Utah

County of Utah

Personally appeared before me, ~~[Name of Notary]~~ Stacy Brown, a notary public for this county and state, [name of person making certification] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 11-21-2024
Notary' Seal (if on paper)

STACY L BROWN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 714133
COMM. EXP. 11-21-2024