Karen Johnson Davidson County
Batch# 604650 DEEDWARRSP
04/01/2021 08:11:30 AM 8 pgs
Fees: $43.00 Taxes: $10,045.50
20210401-0042760

Prepared by and Return to:	New Property Owner and Address:	Mail Tax Bills to:	Map-Tax Parcel No(s).:
John W. Stone, III 3817 Richland Ave. Nashville, TN 37205 (615) 812-1161	Airpark Property LLC 9450 W. Bryn Mawr, Suite 750 Rosemont, IL 60018	New Owner	121110-A00700C0

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into effective as of this 26th day of March, 2021, by and between **TURNER SMSG, LLC**, A Tennessee limited liability company, and **TSRP 10003 LLC**, a Missouri limited liability company (hereinafter referred to, collectively, as "Grantor"), and **AIRPARK PROPERTY LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

THAT for and in consideration of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate situated and being in Nashville, Davidson County, Tennessee to, wit:

> All of that certain real estate described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Real Estate").

TO HAVE AND TO HOLD the Real Estate together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors and assigns, in fee simple forever.

Grantor covenants that it is lawfully seized in fee and possessed of the Real Estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those liens, easements, encumbrances and exceptions listed in **Exhibit "B"** attached hereto and incorporated herein by reference; and Grantor does hereby covenant with Grantee that title to the Real Estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

[Signature Pages Follow]

[First Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed or caused this instrument to be executed by its duly authorized representative on the day and year first above written.

TURNER SMSG, LLC,
a Tennessee limited liability company

By:_____
Name: Gregory G. Turner
Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, John W. Stone, III, a Notary Public of said County and State, personally appeared Gregory G. Turner, 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 (or other officer authorized to execute the instrument) of **TURNER SMSG, LLC**, a Tennessee limited liability company ("Company"), the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the Company, and on the Company's behalf, by himself as the President of the Company.

Witness my hand, at office, this 24th day of March 2021.

_____
Notary Public

My Commission Expires:

_____

John W. Stone, III
State of Tennessee
Notary Public
My Commission Expires: 11/8/22
Davidson County

[Second Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed or caused this instrument to be executed by its duly authorized representative on the day and year first above written.

TSRP 10003 LLC,
a Missouri limited liability company

By: _____
Name: Stephen A. French
Title: President

STATE OF Kansas)
COUNTY OF Johnson)

Before me, Dane A. Frazier, a Notary Public of said County and State, personally appeared Stephen A. French, 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 (or other officer authorized to execute the instrument) of **TSRP 10003 LLC**, a Missouri limited liability company ("Company"), the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the Company, and on the Company's behalf, by himself as the President of the Company.

Witness my hand, at office, this 16th day of March 2021.

Dane A. Frazier
Notary Public

My Commission Expires:
June 3, 2023

Dane A. Frazier
Notary Public
State of Kansas
My commission expires: June 3, 2023

[Third Signature Page to Special Warranty Deed]

AFFIDAVIT OF VALUE

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is Two Million Seven Hundred Fifteen Thousand and No/100s Dollars ($2,715,000.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Michael W. Brennan, Affiant

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

Notary Public

My Commission Expires:_____

Official Seal
Samuel A Mandarino
Notary Public State of Illinois
My Commission Expires 02/27/2025

EXHIBIT "A"

TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Being Lot 3B on the Resubdivision Plat of Lot 3B, Airpark East, Phase 1-A, as shown on the plat of record in Instrument No. 20171004-0102056, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property a 50% interest in which was conveyed to TSRP 10003 LLC, a Missouri limited liability company, from Ty H. Osman, a Tennessee resident, by Quitclaim Deed of record in Instrument No. 20191002-0100429, and a 50% interest in which was conveyed to Turner SMSG, LLC, a Tennessee limited liability company, from Gregory G. Turner, a Tennessee resident, by Quitclaim Deed of record in Instrument No. 20191002-0100430, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.

2. All matters shown on plat(s) of record in Instrument No. 20171004-0102056, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for AirPark East, by Duke Realty Limited Partnership, an Indiana limited partnership, of record in Instrument No. 200111150125662; as affected by First Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for AirPark East in Instrument No. 200801090002825; Variance and Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for AirPark East in Instrument No. 200908250080146; Third Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for AirPark East in Instrument No. 201912230132622, in the Register's Office of Davidson County, Tennessee; Fourth Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Airpark East in Instrument No. 20201006-0115619, in the Register's Office of Davidson County, Tennessee; and Fifth Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for AirPark East in Instrument No. __202104010042761___, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Inspection and Maintenance Agreement for Private Stormwater Management Facilities, by and between Solomon Airpark LLC and Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Instrument No. 200909080083697, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, by and between Solomon Airpark LLC (Gregg G. Turner, as President) and The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, of record in Instrument No. 200909170086562, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Inspection and Maintenance Agreement for Private Stormwater Management Facilities, by and between Solomon TMH LLC and Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Instrument No. 201109300075892, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Solomon TMH, LLC, of record in Instrument No. 201709010090247, in the Register's Office of Davidson County, Tennessee.

8. That portion of the land embraced within the bounds of any public road or thoroughfare.

9. Rights of parties in possession not shown by the Public Records.

True Copy Certification

I, Matt Foster, 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.

Matt Foster

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Matt Foster who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Jodean M. King

Notary's Signature

My Commission Expires: 06/21/2021

Notary Seal:

