Karen Johnson Davidson County
Batch# 743606 DEEDWARRSP
10/26/2021 01:35:30 PM 6 pgs
Fees: $33.00 Taxes: $7,770.00
20211026-0143830

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO: Rittenhouse Law, LLC 414 S. 16th Street, Suite 101 Philadelphia, PA 19146 Attn: James K. Freeman, Esquire Email:jfreeman@rittenhouselaw.com	**STATE OF TENNESSEE** **COUNTY OF** DAVIDSON The actual consideration or value, whichever is greater, for this transfer is $2,100,000.00. Affiant Subscribed and sworn to before me this 18th day of October, 2021. Notary Public My Commission Expires: 10/17/2023

Address New Owner:	Map-Parcel Number:	Send Tax Bills to:
c/o Alterra Property Group, LLC 414 S. 16th Street, Suite 100 Philadelphia, PA 19146	10613021800	c/o Alterra Property Group, LLC 414 S. 16th Street, Suite 100 Philadelphia, PA 19146

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN AND 00/100ths Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, 131 Caden, LLC, a Tennessee limited liability company ("Grantor"), has bargained and sold, and by these presents do transfer and convey unto 131 Caden Partners, LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, certain tracts or parcels of land in Davidson County, State of Tennessee, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property known as 131 Caden Drive, Nashville, TN.

This conveyance is expressly made subject to those matters more specifically set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

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

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise.

[Signature and notary page to follow.]

IN WITNESS WHEREOF, Grantor has executed and delivered this deed to Grantee, this the 20th day of October, 2021.

GRANTOR:

131 Caden, LLC,
a Tennessee limited liability company

By: _____
Name: Gregory B. Brown
Title: Managing Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, **Gregory B. Brown**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Member of 131 Caden, LLC, a Tennessee limited liability company (the "Grantor"), and is authorized to execute this instrument on behalf of the Grantor.

WITNESS my hand and seal at office this 18th day of October, 2021.

JONNA L. HALL
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

_____
Notary Public

My Commission Expires:
10/17/2023

EXHIBIT A

Legal Description

All that certain lot or parcel of land situate in the County of Davidson, State of Tennessee, and being more particularly described as follows:

Being Lot No. 13 on the Plan of Burns Industrial Subdivision, Section 10, of record in Book 4350, Page 156, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to 131 CADEN, LLC, a Tennessee limited liability company by virtue of Quitclaim Deed from GREGORY B. BROWN, DAVID H. BROWN, and CHARLES B. BROWN, dated March 18, 2013, and recorded March 18, 2013 as Document No. 20130318-0026504, Davidson County, Tennessee Records.

Exhibit B

Permitted Exceptions

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

2. Public utility and drainage easement appearing on Plat recorded in Book 4350, Page 156; as amended by Amendment and Change of Minimum Building Setback Line Applicable to Lot No. 13 on the Plan of the Subdivision of Burns Industrial Subdivision, of Section 10 by Metropolitan Planning Commission of Nashville and Davidson County, Tennessee, dated October 9, 1981, and recorded October 20, 1981 in Book52801, Page 51, aforesaid records, as approximately shown on the ALTA/NSPS Land Title Survey made by Byron D. Howell of Bock & Clark Corporation, dated September 8, 2021, last revised October ___, 2021, and designated as Network Project No. 202104793-001-RLS (the "Survey").

3. Permanent telecommunications easement set forth in the Easement Deed by Court Order in Settlement of Landowner Action Case No. 40084 by Charles Wheeler Hord, et al., Plaintiffs, vs. Qwest Communications International Inc., et al, Defendants, dated December 14, 2011, and recorded February 28, 2012 as Instrument No. 20120228-0017172, aforesaid records.

4. Permanent telecommunications easement set forth in the Easement Deed by Court Order in Settlement of Landowner Action – Lightnet Line Consolidated No. 98MD-1 by Joe C. Meighan, Jr. [Ciruit Court of Tennessee, Knox County, No. 1-469-90] and John G. Buhl, et al, [Circuit Court of Tennessee, Anderson County, Docket No. 88MC003956], for themselves and all other similarly situated, Plaintiffs, vs. U. S. Sprint Communications Company, Defendants, recorded January 14, 2014 as Instrument No. 20140114-0003779, aforesaid records.

5. Rights of tenant, as tenant only, under an unrecorded Lease, dated May 9, 2017, as evidenced by Memorandum of Lease by and between 131 Caden, LLC, as Landlord and Sunbelt Rentals, Inc., a North Carolina corporation, Tenant, dated June 9, 2017, and recorded August 15, 2017 as Instrument No. 20170615-0060311, aforesaid records, which lease contains no option or right of first refusal to purchase the premises.

6. Rights of Railroad Company to expand to its right of way to its full charter width of 200 feet.

7. Easement, if any, for the chartered right-of-way (200 feet) of the L & L Railroad.

8. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Byron D. Howell of Bock & Clark Corporation, an NV5 Company dated September 8, 2021, and last revised _____, 2021 designated Job No. 202104793-001-RLS:

   a) Overhead wires cross property line at various points.

Tennessee Certification of Electronic Document

I, Kristina Porter, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on October 26, 2021 (date of document).

Affiant Signature

10/20/2021
Date

State of Illinois

County of Cook

Sworn to and subscribed before me this 20th day of October, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 1/28/25

NOTARY'S SEAL

OFFICIAL SEAL
CARRIE A ENGELMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan. 28, 2025