Karen Johnson Davidson County
Batch# 841649 DEEDWARRSP
04/19/2022 11:13:30 AM 8 pgs
Fees: $43.00 Taxes: $109,459.69
20220419-0044876

After Recording Return To:
Greenberg Traurig, LLP
500 Campus Drive, Suite 400
Florham Park NJ 07932
Attn: David Freylikhman

Return to:
Rudy Merab
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4354- **TN252109082R**

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
EWA Madison 526 Owner, LLC 1099 18th Street, Suite 2900 Denver, CO 80202	EWA Madison 526 Owner, LLC 1099 18th Street, Suite 2900 Denver, CO 80202	034-00-0-050.00

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DAVIDSON §

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, **526 MYATT, LP,** a Texas limited partnership ("***Grantor***"), hereby grants, bargains, sells and conveys to **EWA MADISON 526 OWNER, LLC**, a Delaware limited liability company ("***Grantee***"), that certain real property located in the County of Davidson, State of Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "***Land***"), together with all of Grantor's right, title and interest in and to the fixtures and improvements located on the Land (the "***Improvements***"), and together with all rights, privileges and easements appurtenant to the Land, all water, wastewater and other utility rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, in each case to the extent assignable (the "***Appurtenances***") (the Land, Improvements and Appurtenances collectively referred to as the "***Property***").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions (the "***Permitted Exceptions***") set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the 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 to the Permitted Exceptions.

Grantee by its acceptance of this Deed acknowledges that, except for the special warranty of title contained in this Deed, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that it is purchasing the Property as set forth in the Purchase and Sale Agreement dated effective November 8, 2021 between Grantor and Grantee (the "***Agreement***") in its "as is" condition as set forth in Section 10.1 of the Agreement, and that without Grantee agreeing to such

conditions and terms this conveyance would not be made. Further, by acceptance of this Deed, Grantee agrees to and reaffirms its promises, obligations and acknowledgements, in the Agreement, including that:

(1) GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY GRANTOR OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE PRESENCE OR ABSENCE OF CHEMICALS, TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES THEREUPON.

(2) GRANTEE SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS", "WITH ALL FAULTS" CONDITION, AND GRANTEE ACKNOWLEDGES THAT GRANTOR HAS DISCLAIMED ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED. GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY.

(3) GRANTEE ACKNOWLEDGES THAT IT IS A SOPHISTICATED REAL ESTATE INVESTOR WHO HAD OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT GRANTEE ELECTED TO CONDUCT, AND DID CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND FURTHER RECEIVED AND REVIEWED SUCH INFORMATION AS GRANTEE IN ITS DISCRETION CHOSE TO REVIEW IN THE COURSE OF ITS INVESTIGATION OF THE PROPERTY.

(4) GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF CHEMICALS, TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY TO GRANTEE.

Grantee by its acceptance of this Deed has further waived and released Grantor and the Released Parties from certain claims which are specifically set forth in Section 10.2 of the Agreement, and by this Deed Grantee agrees to and reaffirms its promises, obligations and acknowledgements, in the Agreement, including that: GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE BASED IN WHOLE OR IN PART UPON THE PRESENCE OF CHEMICALS, TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER STATE AND FEDERAL ENVIRONMENTAL LAWS, INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (42 U.S.C. § 9601 ET SEQ), AS AMENDED.

GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

Ad valorem taxes for the year of this Deed have been prorated; accordingly, by its acceptance of this Deed, Grantee assumes responsibility to pay all ad valorem taxes on the Property for such year and all subsequent years.

Grantee's mailing address:

1099 18th Street
Suite 2900
Denver, CO 80202

[*Signature Page Follows.*]

Executed as of this 11th day of March, 2022.

GRANTOR:

526 MYATT, LP,
a Texas limited partnership

By: 526 Myatt GP, LLC,
a Texas limited liability company
its General Partner

By: _____
Name: Vincent Reyna
Title: President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 11, 2022, by Vincet P. Reyna, President of 526 Myatt GP, LLC, a Texas limited liability company and general partner of 526 Myatt, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____
Notary Public, State of Texas

My Commission Expires:
7/9/2022

Printed/Typed Name of Notary ERIN P. HOLLARS

ERIN P. HOLLARS
Notary Public, State of Texas
Comm. Expires 07-09-2022
Notary ID 131634828

STATE OF COLORADO §
§
COUNTY OF DENVER §

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $29,583,700.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

GRANTEE:

EWA MADISON 526 INVESTOR, LLC,
a Delaware limited liability company

By: EverWest Advisors LLC,
a Delaware limited liability company,
its non-member manager

By: _____

Name: Paul D. Andrews

Title: Executive Vice President, Chief Financial and Operating Officer

Subscribed and sworn to before me on this 7 day of April, 2022.

_____
Notary Public

JESSICA GAUVIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214000992
MY COMMISSION EXPIRES 01/08/2025

[Affix Notary Seal]

My Commission Expires:

01/08/2025

(Grantee Signature Page to 526 Myatt Deed)

EXHIBIT A

The Land

Land in Davidson County, Tennessee, being Tract One of the Consolidation Plat of Ozburn-Hessey Storage Company, Inc., of record in Instrument No. 20050826-0102689, Register's Office for said County, to which reference is hereby made for a more complete description.

Being the same property conveyed to 526 Myatt, LP, a Texas limited partnership by virtue of Special Warranty Deed from Richland South, LLC, a Tennessee limited liability company, dated December 18, 2020, recorded December 21, 2020 in Instrument No. 20201221-0150788, Register's Office for Davidson County Tennessee.

EXHIBIT B

Permitted Exceptions

1. All taxes for the fiscal year 2022 and subsequent years, not yet due and payable, and any additional taxes, interest, and/or penalties which may be assessed for the year 2021 or prior years by virtue of adjustment, re-appraisal, re-assessment, appeals or other amendment to the tax records for Davidson County.

2. Subject to all matters shown on the Plan of record in Instrument No. 20050826-0102689 Register's Office for Davidson County, Tennessee.

3. Easement for Transmission Line of record in Book 1163, Page 587, Register's Office for Davidson County, Tennessee.

4. Easement Agreement of record in Instrument No. 20000629-0064596 and Amended by Memorandum of Revocation Easement of record in Instrument No. 20000629-0064597, Register's Office for Davidson County, Tennessee.

5. Title to that portion of the premises, if any, embraced within the right-of-way of C.S.X. Railroad.

6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems to 526 Myatt, LP, recorded April 1, 2021 in Instrument No. 20210401-0043235, aforesaid records.

7. Easement to Davidson County, Tennessee, recorded in Book 3428, Page 366, as amended in Book 4391, Page 969, aforesaid records.

8. Easement to Metropolitan Government of Nashville and Davidson County, Tennessee, recorded February 17, 1970 in Book 4398, page 164, aforesaid records.

9. Easement as set forth in document recorded in Book 6237, Page 171, aforesaid records.

Tennessee Certification of Electronic Document

I, Kimberly Hogan, 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 March 8, 2022 (date of document).

K Hogan
Affiant Signature

April 11, 2022
Date

State of GA

County of Cobb

Sworn to and subscribed before me this 11th day of April, 2022.

Raquel Hampton
Notary's Signature

MY COMMISSION EXPIRES: 8/10/2023

NOTARY'S SEAL

