Karen Johnson Davidson County
Batch# 856474 DEEDWARRSP
05/17/2022 10:25:56 AM 5 pgs
Fees: $28.00 Taxes: $18,870.00
20220517-0056552

This Instrument prepared by
and after recording return to:
G. Miller Hogan, II, Esq.
Hawkins Hogan PLC
205 17th Avenue North, Suite 202
Nashville, TN 37203

SPECIAL WARRANTY DEED

Address of new owner as follows:	Send tax bills to:	Map-Parcel No.
Dream Team Realty Partners LLC **928 Brenton Park Ct.** **Brentwood TN 37027**	**(Same)**	**086-00-0-763.00**

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Know all men by these presents that, **Freegard Partners X, a Tennessee general partnership** (the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to the Grantor, in hand paid by **Dream Team Realty Partners LLC**, a Tennessee limited liability company (the "Grantee"), the receipt and legal sufficiency of which is hereby acknowledged, GRANTED, SOLD AND CONVEYED, and by these presents GRANTS, SELLS AND CONVEYS, to the Grantee, that certain tract or parcel of real property situated in Davidson County, Tennessee, described on **Exhibit A** attached hereto and incorporated herein by this reference; together with all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to adjacent streets, roads, alleys, improvements, buildings and fixtures located thereon (said land, together with such rights, benefits, privileges, tenements and appurtenances, and improvements, buildings and fixtures being hereinafter collectively called the "Property").

This is improved property commonly known as: **5205 Old Hickory Boulevard, Hermitage, Tennessee 37076.**

This conveyance is subject to all matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all the rights and appurtenances described above to the Grantee and its successors, and assigns, forever.

The Grantor, for itself and its successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute, and indivisible estate in fee simple to the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has committed no act to encumber the Property except the Permitted Exceptions; and that the Grantee shall have quiet possession of the Property. The Grantor binds itself and its successors and assigns, to WARRANT AND FOREVER DEFEND the Property unto the Grantee and its successors, and assigns, against the lawful claims of all persons claiming by, through or under Grantor but not further or otherwise.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by the Grantor as of the 16th day of May 2022.

GRANTOR:

Freegard Partners X, a Tennessee general partnership

By: _____
J. Edmond Freeman, Jr.
Its: Managing Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **J. Edmond Freeman, Jr.**, 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 **Managing Partner** of **Freegard Partners X, a Tennessee general partnership**, the within named bargainor, and that such he as such **Managing Partner**, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the partnership as its **Managing Partner**.

Witness my hand and seal, at office this 16TH day of May 2022.

_____
Notary Public

My commission expires: MAR. 2, 2025

GUY MILLER HOGAN II
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires 03-02-2025

AFFIDAVIT OF CONSIDERATION

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

The actual consideration or value for this transfer of this property, whichever is greater is $5,100,000.00.

Affiant

Sworn to and subscribed before me on
this 10th day of May 2022.

Notary Public
My Commission Expires: 9/2/2024

HANNAH A. KOLB
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES SEPTEMBER 2, 2024

EXHIBIT A

[*Property Legal Description*]

Land in Davidson County, Tennessee, being Lot 2, as shown on the map entitled, Hermitage Commons Old Hickory Boulevard, of record as Instrument No. 20070810-0095886, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Together with appurtenant easements as contained in that certain Construction, Operation, Reciprocal Easement and Use Restriction Agreement of record as Instrument No. 20070212-0018078, as re-recorded as Instrument No. 20070220-0020399, and amended as Instrument No. 20090402-0029978, Instrument No. 20160415-0036556, and as Instrument No. 20211117-0153039, said Register's Office.

Being the same property conveyed to FREEGARD PARTNERS X, A TENNESSEE GENERAL PARTNERSHIP, by deed from ROBERT T. THOMPSON and CHERYL J. THOMPSON, CO-TRUSTEES of THE ROBERT T. THOMPSON and CHERYL J. THOMPSON REVOCABLE TRUST DATED APRIL 10, 2003, of record as Instrument No. 20200813-0090531, dated August 11, 2020, said Register's Office.

- End of Exhibit -

EXHIBIT B

[*Permitted Exceptions*]

1. The lien for property taxes for the current year which are not delinquent and subsequent years.
2. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments, or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the property.
3. Subject to the rights of tenants in possession under unrecorded leases.
4. All Matters as shown on the Plan of Record in Instrument No. 20070810-0095886, Register's Office for Davidson County, Tennessee.
5. Construction, Operation, Reciprocal Easement and Use Restriction Agreement, of record in Instrument No. 20070212-0018078, re-recorded in Instrument No. 20070220-0020399, and amended in Instrument No. 20090402-0029978 and Instrument No. 20160415-0036556, Register's Office for Davidson County, Tennessee.
6. Stormwater Detention Agreement, of record in Instrument No. 20070510-0055967, Register's Office for Davidson County, Tennessee.
7. Agreement of Use Restrictions, of record in Instrument No. 20080619-0063435, Register's Office for Davidson County, Tennessee.
8. Rights of upper and lower riparian owners to the flow of the water of an unnamed stream, free from diminution or pollution.

- End of Exhibit -