Karen Johnson Davidson County
Batch# 998558 DEEDWARRSP
05/02/2023 12:23:30 PM 5 pgs
Fees: $28.00 Taxes: $28,860.00
20230502-0032488

ADDRESS NEW OWNER	MAP/PARCEL	SEND TAX BILLS TO:
BNA Home Base, LLC 656 North Mount Juliet Mount Juliet, TN 37122	095-00-0-034	Same as New Owner
This instrument prepared by: Jackson Walker LLP 2323 Ross Avenue, Suite 600, Dallas, Texas 75201		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ESH/TN Properties L.L.C., a Delaware limited liability company ("Grantor"), has transferred, bargained, sold, granted and conveyed, and by these presents does hereby transfer, bargain, sell, grant and convey to BNA Home Base, LLC, a Tennessee limited liability company ("Grantee"), Grantee's heirs, successors and assigns, certain land and improvements thereon in Davidson County, Tennessee, being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those all restrictions, encumbrances, easements, covenants and conditions relating to herein above described Property as the same are filed for record in the Register's Office of Shelby County. This is improved property located at and known as 2511 Elm Hill Pike, Nashville, TN.

TO HAVE AND TO HOLD the Property with all the appurtenances, estate, title and interest thereunto belonging or in any wise appertaining unto the Grantee, its successors and assigns forever.

THE PROPERTY IS BEING SOLD IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE EFFECTIVE DATE AND THE CLOSING. WITH THE EXCEPTION OF THE REPRESENTATIONS AND LIMITED WARRANTIES OF TITLE (THE "*WARRANTIES OF TITLE*") SET FORTH IN THE CONTRACT BETWEEN GRANTOR AND GRANTEE, GRANTEE ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY GRANTOR OR BY ANY PARTNER, OFFICER, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR AS TO THE CONDITION, USABILITY OR REPAIR OF THE PROPERTY, THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY, OR AS TO ANY OTHER FACT OR CONDITION WHICH AFFECTS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, USE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. GRANTEE ACKNOWLEDGES AND AGREES THAT WITH THE EXCEPTION OF THE REPRESENTATIONS AND WARRANTIES OF TITLE SET FORTH IN THE CONTRACT BETWEEN GRANTOR AND GRANTEE, NEITHER GRANTEE NOR ITS SUCCESSORS OR ASSIGNS SHALL HAVE ANY RECOURSE AGAINST GRANTOR OR ANY PARTNER, OFFICER, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS CONTRACT

AND THE EXHIBITS HERETO ANNEXED, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT. GRANTEE FURTHER AGREES THAT THIS CONTRACT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION BY GRANTEE, OR WITH GRANTEE BEING SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION OF THE PROPERTY, AND THAT NEITHER PARTY HAS RELIED UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS CONTRACT OR THE EXHIBITS ATTACHED HERETO. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO WHETHER THE PROPERTY IS IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 OR WHETHER ANY ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES, WASTE, POLLUTANT OR CONTAMINATION HAS BEEN RELEASED OR IS PRESENT UPON, WITHIN OR UNDER THE PROPERTY, OR IN ANY GROUNDWATER WITHIN THE LAND, OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME.

Grantor covenants with Grantee that the Property is free from all encumbrances made or suffered by Grantor except for the Permitted Exceptions. Grantor further covenants and binds itself to warrant and forever defend title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

STATE OF TN
COUNTY OF Wilson

The actual consideration or value, whichever is greater, for this transfer is $7,800,000.00.

Affiant

Subscribed and sworn to before me this 1st day of May 2023.

Notary Public
My Commission Expires: 6/30/2025

GREGORY S. GILL
NOTARY PUBLIC
STATE OF TENNESSEE
WILSON COUNTY

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on this 25th day of April, 2023, to be effective May 1, 2023 2023.

ESH/TN PROPERTIES L.L.C.
a Delaware limited liability company

By: _____
Christopher Dekle, Vice President

STATE OF NC)
)
COUNTY OF Mecklenburg)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Christopher Dekle with whom I am personally acquainted, and who acknowledged, upon oath, that he/she executed the within instrument for the purposes therein contained and who further acknowledged that he/she is the Vice President of ESH/TN Properties L.L.C., a Delaware limited liability company, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 25 day of April, 2023.

_____
Notary Public

My Commission Expires: 3/25/2028

AIMEE E. BROCKINGTON NOTARY PUBLIC UNION COUNTY, NC

Exhibit A

Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Nashville County of Davidson State of Tennessee.

Land in Davidson County, Tennessee, being Lot 1 on the Resubdivision of Lots Nos. 1, 2 and 3 of Section Five, Perimeter Place, as shown on plat of record in Plat Book 7900, Page 466, Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to ESH/TN Properties, LLC., a Delaware limited liability company by General Warranty Deed from BRE/ESA Properties, LLC of record in Instrument No. 20101021-0084410, Register's Office for Davidson County, Tennessee, dated September 29, 2010 and recorded on October 21, 2010.

Tennessee Certification of Electronic Document

I, Patrick S. Bennett, 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 05/01/2023 (date of document).

Affiant Signature

05/02/2023
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 2nd day of May, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

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