Special Warranty Deed
ESA - Brentwood, TN
(Brentwood-South)

Karen Johnson Davidson County
Batch# 1032608 DEEDWARRSP
07/31/2023 10:44:30 AM 7 pgs
Fees: $37.00 Taxes: $0.00
20230731-0058767

BK/PG:9303/705-710
23021806

6 PGS : DEED	
JESSICA PORTMAN 944715 - 23021806	
07/31/2023 - 08:47:46 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	35520.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	35553.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS

ADDRESS NEW OWNER	MAP/PARCEL	SEND TAX BILLS TO:
Om Sai Ram Brentwood, GP **9020 Church Street E.** **Brentwood, TN 37027**	011B D 01500 000 (Williamson)* 17100002000 (Davidson) **Property is taxed solely in Williamson County.*	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 OM SAI RAM BRENTWOOD, GP, a Tennessee general partnership ("Grantee"), Grantee's heirs, successors and assigns, certain land and improvements thereon in Williamson and Davidson Counties, Tennessee, being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

This Property is conveyed subject to (i) all current taxes not yet due and payable, assessments and any other liens arising therefrom, (ii) all reservations in patents, deed restrictions, easements, rights of way, covenants, conditions, restrictions, encroachments, liens and encumbrances, as may appear of record, (iii) any zoning and other governmental restrictions applicable to the Property, (iv) any matter appearing on the title insurance policy insuring Grantee's interest in the Property, (v) any matters that are created by or arise from the act or acquiescence of Grantee, its affiliates, employees, agents, or representatives, and (vi) all other matters that can be determined by a visual inspection or a complete and accurate ALTA/NSPS survey of the Property (the "Permitted Exceptions"). This is improved property located at 9020 Church Street East, Brentwood, TN 37027 USA and known as Extended Stay America.

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

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 NC
COUNTY OF Mecklenburg

The actual consideration or value, whichever is greater, for this transfer is $9,600,000.00.

Affiant

Subscribed and sworn to before me this 6th day of July, 2023.

Notary Public
My Commission Expires: 3/25/28

AIMEE E. BROCKINGTON NOTARY PUBLIC UNION COUNTY, NC

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on this 6th day of July, 2023, to be effective July 28, 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 6th day of June, 2023.

_____
Notary Public

My Commission Expires: 3/25/28

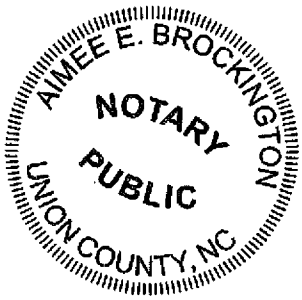


Exhibit A

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 Brentwood County of Williamson State of Tennessee.

Being that piece, parcel or tract of land located in both Davidson and Williamson Counties in the City of Nashville and Brentwood, Tennessee.

Beginning at an iron pin found at the southeastern corner of Lot 3 of the Martha Marr Subdivision at the southwestern corner of Kelso property and running with the northern right-of-way of Church Street East for five calls-to-wit: North 87 Degrees 49 Minutes 28 Seconds West for 138.29 feet to an iron pin found; thence, North 87 Degrees 15 Minutes 04 Seconds West for 138.04 feet to an iron pin found; thence South 08 Degrees 40 Minutes 14 Seconds East for 5.43 feet to a point; thence a curve to the left with a chord bearing of South 74 Degrees 49 Minutes 35 Seconds West for 61.50 feet (R=271.49 feet; L=61.63 feet; Delta=13-00-25) to a point; thence a curve to the right with a chord bearing of North 71 Degrees 32 Minutes 11 Seconds West for 32.23 feet (R=25.00 feet; L=35.02 feet; Delta=80-15-43) to a point on the eastern right-of-way of Summit View Place (a.k.a. Church Court) for three calls-to-wit: North 31 Degrees 23 Minutes 08 Seconds West for 21.28 feet to a point (passing iron pin set at 17.63 feet); thence a curve to the right with a chord bearing of North 15 Degrees 22 Minutes 08 Seconds West for 117.93 feet (R=213.73 feet; L=119.48; Delta=32-01-50) to an iron pin set; thence North 03 Degrees 35 Minutes 43 Seconds East for 201.39 feet to a point; thence leaving Summit View Place and running with property of Brentwood Villa Phase Two and the northern boundary of Lots 1, 2 and 3 of Martha Marr Subdivision South 87 Degrees 04 Minutes 31 Seconds East for 414.61 feet to an iron pin set; thence with property of Kelso Deed Book. 1010, Page 126, South 03 Degrees 30 Minutes 55 Seconds West for 312.92 feet to an iron pin found which is the Point of Beginning, according to survey made by Freeland - Clinkscales & Associates, Inc. RLS No. TN 1640, dated September 29, 1995, revised November 17, 1995.

Property consists of Lots 1, 2 and 3 of the Martha Marr Subdivision less a portion on the western boundary of Lot 1 transferred to the City of Brentwood plus a portion on the southern boundary of Lot 1 transferred to Beasley and Cramer by the City of Brentwood.

Being the same property conveyed to ESH/TN Properties L.L.C., a Delaware limited liability company by General Warranty Deed of record in Book 5174, Page 728, Register's Office for Williamson County, Tennessee, and Instrument No. 20101021-0084416, Register's Office for Davidson County, Tennessee.

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 7/28/2023 (date of document).

Affiant Signature

7/28/2023
Date

State of Tennessee

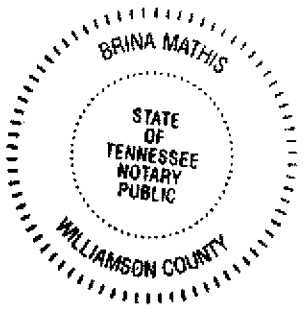
County of Williamson

Sworn to and subscribed before me this 28th day of July, 2023

Notary's Signature

MY COMMISSION EXPIRES: 2-14-2025

NOTARY'S SEAL



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 7/28/2023 (date of document).

Affiant Signature

7/31/2023
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 31st day of July, 2023

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

