| Address of New Owner: | Map and Parcel Number· | Send Tax Bills To: |
|---|---|---|
| 733 Briley Parkway, GP<br>608 Shelby Avenue<br>Nashville, TN 37206 | 107 00 0 175.00 | 733 Briley Parkway, GP<br>608 Shelby Avenue<br>Nashville, TN 37206 |
| This instrument prepared by. Radler White Parks & Alexander LLP<br>111 SW Columbia Street, Suite 700, Portland, OR 97201 | | |

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of $10.00 cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **Aspen Tennessee, LLC**, a Delaware limited liability company ("**Grantor**"), has bargained and sold, and by these presents does transfer and convey to **733 Briley Parkway, GP**, a Tennessee general partnership ("**Grantee**"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "**Property**")

The conveyance of the Property and all covenants and warranties of Grantor contained herein, are made expressly subject to those matters set forth on Exhibit B, which is attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever. Grantor specially covenants and binds itself, its successors and assigns to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

**This is improved property located at 733 Briley Pkwy, Nashville, TN 37217.**

Karen Johnson Davidson County
Batch# 1063055 **DEEDWARRSP**
10/20/2023 08 16 23 AM 5 pgs
Fees $28 00 Taxes $98,050 00

20231020-0082223

IN WITNESS WHEREOF, the Grantor has executed this Deed this 14th day of _____, 2023

**ASPEN TENNESSEE, LLC**,
a Delaware limited liability company

By: _____
Gordon D. Sondland, President

STATE OF New York )
COUNTY OF Suffolk )

Before me, Bismar Trujillo Barrios, a Notary Public of the State and County aforesaid, personally appeared Gordon D. Sondland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Aspen Tennessee, LLC, a Delaware limited liability company (the "Company"), the within named grantor, and that he as such President, executed the foregoing instrument for the purposes therein contained, on behalf of the Company.

WITNESS my hand, at office, this 14th day of October, 2023.

BISMAR TRUJILLO BARRIOS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TR6385456
Qualified in Suffolk County
Term Expires Jan. 7, 2027

_____
Notary Public
My Commission Expires: 01/07/2027

{AFFIX NOTARY STAMP/SEAL ABOVE}

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $26,500,001.00.

Affiant

Subscribed and sworn to before me this 17 day of October, 2023.

SYDNEY GLEAVES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public
My Commission Expires: 1-4-27

# Exhibit A to Special Warranty Deed

## LEGAL DESCRIPTION

Being a tract of land known as Lot 1 of the Final Plat of Revision to Preliminary & Final Plat of the Re-Sub of Lots 1, 2, 3 & 4 of the Second Revision of Hobbs Heights, A Unified Plat of Subdivision of record in Instrument No 20061120-0143808, Davidson County, Tennessee Register's Office Said lot lying in the central portion of Davidson County in the 13th Council District of Nashville, Tennessee Said lot being bounded on the north by Lot 2 of the same plat as previously mentioned, on the east by Right-of-Way (R/W) of Briley Parkway (R/W varies), on the south by R/W of the Tennessee Department of Transportation (TDOT)(R/W varies), also on the south by R/W of Dabbs Avenue (50' R/W) and on the west by Lot 3 of the previously mentioned plat Lot being described as follows POINT OF BEGINNING being a set point on the southeast corner of the lot being described, said point lying on the westerly R/W margin of Briley Parkway, thence leaving said margin and running with the current R/W of TDOT North 43°12'16" West 49 53 feet to a found PK Nail, thence South 18°52'12" West 71 15 feet to a set point, thence with a curve to the left having a radius of 343 31 feet, an arc length of 76 95 feet, a central angle of 12°50'30", a chord bearing and distance of South 12°26'57" West 76 79 feet to a set point, thence South 6°01 '39" West 35 17 feet to a set point, thence with a curve to the right having a radius of 15 00 feet, an arc length of 23 56 feet, a central angle of 89°59'33", a chord bearing and distance of South 51°01'26" West 21 21 feet to a set point; thence North 82°57'24" West 2 49 feet to a set point in the easterly R/W margin of Dabbs Avenue, thence with said margin and a curve to the left having a radius of 549 10 feet, an arc length of 325 84 feet, a central angle of 34°00'01 ", a chord bearing and distance of North 10°03'32" West 321 08 feet to a found iron rod, thence continuing with a curve to the left having a radius of 537 72 feet, an arc length of 170 26 feet, a central angle of 18°08'30", a chord bearing and distance of North 35°08'01" West 169 55 feet to a set point, thence North 44°12'48" West 333 58 feet to a set point in the common line of Lots 1 & 3; thence leaving said margin and running with said common line North 46°38' 13" East 164 82 feet to a set point, thence North 68°37'48" East 128 25 feet to a set point, thence with a curve to the right having a radius of 145 00 feet, an arc length of 141 96 feet, a central angle of 56°05'38", a chord bearing and distance of South 83°19'24" East 136 36 feet to a set point in the common line of Lots I & 2, having left said common line of Lots 1 & 3, thence South 55°16'35" East 350 53 feet to a set point in the westerly R/W margin of Briley Parkway, thence with said margin South 21°48'43" West 175 84 feet to a set point, thence South 19°43'55" West 340 81 feet to the point of beginning

Containing 248,191 square feet or 5 70 acres.

Together with easements benefiting the land as set forth in agreements of record in Book 4237, Page 746, Book 5314, Page 730, Book 10522, Page 380, Register's Office for Davidson County, Tennessee

Being the same property conveyed to Aspen Tennessee LLC, an Oregon limited liability company, by Quit Claim Deed from Aspen Nashville Station LLC, an Oregon limited liability company, of record in Instrument No 20061122-0144990, in the Register's Office for Davidson County, Tennessee, dated November 22, 2006, and recorded on November 22, 2006

Being the same property conveyed to Aspen Tennessee LLC, an Oregon limited liability company, by Quit Claim Deed from Aspen Nashland LLC, an Oregon limited liability company, of record in Instrument No 20061122-0144977, in the Register's Office for Davidson County, Tennessee, dated November 22, 2006, and recorded on November 22, 2006, as affected by merger with Aspen Tennessee, LLC, a Delaware limited liability company, of record in Instrument No 20070117-0006976

Being a portion of the same property conveyed to Aspen Nashland LLC by deeds of record in Instrument No 20041129-0141319 and Instrument No 20041129-0141320, Davidson County, Tennessee Register's Office

# EXHIBIT B TO SPECIAL WARRANTY DEED

## PERMITTED EXCEPTIONS

1 Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise, and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2 Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann _ 67-5-603, et seq.

3 Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Final Plat of Revision to Preliminary & Final Plat of the Re-Sub of Lots 1, 2, 3 & 4 of the Second Revision of Hobbs Heights, A Unified Plat of Subdivision, as recorded in Instrument No 20061120-0143808.

4 Declaration of Covenants, Conditions, Restrictions and Easements for Hobbs Heights, of record in Instrument No. 20061122-0144972; as affected by First Amendment of record in Instrument No 20150505-0041098, and Acknowledgment of Turnover, of record in Instrument No. 20130415-0037315.

5 Easement Relocation Agreement as set forth in instrument recorded in Instrument No 20061117-0143160.

6 Reciprocal Access and Cross Parking Easement Agreement as set forth in instrument recorded in Instrument No. 20061127-0146206.

7 Easement Agreement as set forth in instrument recorded in Book 10522, Page 380.

8 Easement for Permanent Ingress and Egress to Briley Parkway, recorded in Book 5314, Page 370.

9 Agreement as set forth in instrument recorded in Book 4237, Page 746.

10 Charter of Merger of record in Instrument No 20070117-0006976.