Karen Johnson Davidson County
Batch# 1064772 DEEDWARRSP
10/25/2023 03:09:30 PM 9 pgs
Fees: $48.00 Taxes: $115,514.00
20231025-0083669

Special Warranty Deed

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Marc D. Pfleging
Scannell Properties
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

Mail tax bills to NEW OWNER:

NEW OWNER:

RIVERBEND NASHVILLE PROPERTIES I, LLC
c/o INDUS Realty Trust, Inc.
204 West Newberry Road
Bloomfield, CT 06002

Map and Parcel No.:
Part of 059 00 0
224.00

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into this 24 day of October, 2023, by and between SCANNELL PROPERTIES #477, LLC, an Indiana limited liability company (hereinafter referred to as "Grantor"), and RIVERBEND NASHVILLE PROPERTIES I, LLC, a Tennessee limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

THAT for and in consideration of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate situated and being in Davidson County, Tennessee to, wit:

> All of that certain real estate described in Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in the anywise appertaining unto Grantee, its successors and assigns in fee simple forever.

THIS CONVEYANCE IS MADE SUBJECT TO those matters more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor does hereby covenant with Grantee that Grantor is lawfully seized in fee of the afore-described real estate; that Grantor has good right to sell and convey the same; that the same is unencumbered, except for the Permitted Exceptions, and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

[SIGNATURES FOLLOW]

[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed or caused this instrument to be executed by its duly authorized representative on the day and year first above written.

SCANNELL PROPERTIES #477, LLC,
an Indiana limited liability company

By: _____
Marc D. Pfleging, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public of the State and County aforesaid, personally appeared Marc D. Pfleging, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Manager of SCANNELL PROPERTIES #477, LLC, an Indiana limited liability company, the within named bargainor, a limited liability company, and that he, as such Manager, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Manager.

WITNESS my hand, at office, this 20th day of October, 2023.

JOY R. JACKSON My Commission Expires 11-23-2024 NOTARY PUBLIC SEAL Hamilton County Commission Number 691848 STATE OF INDIANA

_____
Notary Public

My Commission Expires:
11/23/24

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW]

STATE OF INDIANA)
COUNTY OF MARION)

The actual consideration for this transfer is $31,220,000.00.

Subscribed and sworn to before me this 20th day of October, 2023.

JOY R. JACKSON
My Commission Expires
11-23-2024
NOTARY PUBLIC SEAL
Hamilton County
Commission Number: 691848
STATE OF INDIANA

NOTARY PUBLIC

My Commission Expires:

11/23/24

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the 2nd Council District of Davidson County, Tennessee, being parcels 63 & 224 on tax map 59, and being more particularly described as follows:

Commencing at the intersection of Lane Drive and Whites Creek Pike, thence in a northwesterly direction, an approximate distance of 1511+/- feet to an iron rod set along the southwesterly margin of Whites Creek Pike, at the northwest corner of All Waste Onsite, LLC, Instrument Number 20190807-0078362, in the Register's Office for Davidson County (R.O.D.C., TN) at the southeast corner of right of way dedication of record in instrument number 20210113-0005863, R.O.D.C., TN;

Thence leaving the margin with said line, South 57 degrees, 12 minutes, 55 seconds West, a distance of 7.56 feet to an iron rod set, being at the northeast corner of the subject property, at approximate Tennessee state plane coordinate location of, N:690,086.30 E:1,729,829.04, and being the point of beginning of herein described property;

Thence leaving the margin with said line, South 57 degrees, 12 minutes, 55 seconds West, a distance of 1018.77 feet to an iron rod found by Dale & Associates at the northwest corner of Harvey W. Coombs, Instrument Number 20190226-0017150;

Thence with said line, South 05 degrees, 56 minutes, 15 seconds West, a distance of 299.84 feet to an iron rod found by Dale & Associates along the northerly line of Section 3 of Haynes Manor, of record in Plat Book 4175, Page 11, R.O.D.C.,TN;

Thence with the northerly line of lots 346 thru 342, North 84 degrees, 03 minutes, 33 seconds West, a distance of 338.43 feet to an iron rod set at the northeast corner of lot 42 of Section 1, Royal Garden Estates, of record in Plat Book 3700, Page 29, R.O.D.C., TN;

Thence with the northerly line of lots 42 through 39, North 84 degrees, 21 minutes, 43 seconds West, a distance of 387.51 feet to an iron rod set at the northeast corner of lot 38;

Thence with said line North 84 degrees, 12 minutes, 05 seconds West, a distance of 154.80 feet to a 1/4" iron rod found having no cap, on the rear line of lot 44, Section 1 of Ewing Valley, of record in Plat Book 4300, Page 167, R.O.D.C.,TN;

Thence with lots 44 & 45 of section 1 and 46 thru 50 of Section 2 of Ewing Valley of record in Plat Book 4300, Page 184, R.O.D.C.,TN, North 29 degrees, 11 minutes, 48 seconds East, a distance of 510.37 feet to a 5/8" iron rod found having no cap;

Thence with said line, North 60 degrees, 45 minutes, 10 seconds West, a distance of 143.73 feet to a 5/8" leaning iron rod found having no cap;

Thence with said line, South 29 degrees, 18 minutes, 48 seconds West, a distance of 15.01 feet to an iron rod set on the easterly margin of Garrison Drive;

Thence with said line, North 60 degrees, 51 minutes, 59 seconds West, a distance of 94.39 feet to a 120 penny nail found at the south most corner of BT-OH, LLC, of record in Instrument Number 20171005-0102522, R.O.D.C., TN;

Thence leaving the subdivision and with said line, North 67 degrees, 07 minutes, 12 seconds East, a distance of 1510.70 feet to an iron rod set on the southwesterly margin of Whites Creek Pike;

with the margin of Whites Creek Pike for the next four (4) calls;
thence, South 41°36'32" East, a distance of 15.79 feet to an iron rod set;
thence, South 85°36'33" East, a distance of 2.11 feet to an iron rod set;
thence, South 42°05'57" East, a distance of 237.03 feet an iron rod set;
thence, South 41°42'31" East, a distance of 250.49 feet to the point of beginning of herein described land, having an area of 1,062,750.20 square feet or 24.40 acres more or less;

This description was prepared by Steven C. Matthews, Tennessee Registered Land Surveyor Number 2352, on May 12, 2021 and is based on survey work conducted by Dale and Associates in January of 2020, under project number 19146.

Being land conveyed to Scannell Properties #477, LLC, and Indiana limited liability company, by Special Warranty Deed, dated December 17, 2020, from M&R Land CO. LLC, a Tennessee limited liability company, an undivided 33.3% interest; and Room in the Inn, a Tennessee nonprofit corroboration, an undivided 66.7% interest, of record in Instrument Number 20201222-0152004, R.O.D.C.,TN. See also Quitclaim Deed of record in Instrument Number 20210528-0072609, R.O.D.C., TN. See also Corrective Deed of record in Instrument Number 20231025-0083636, R.O.D.C., TN.

EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of non-delinquent real estate taxes and assessments, each of which Grantee assumes and agrees to pay.

2. Easements contained in Deed of record in Book 4359, Page 878, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Landscaping and Maintenance Agreement, by and between Ewing's Creek, LLC; Michael J. Nacarato, Jr. and C&M Leasing, LLC of record in Instrument No. 201710050102329, in the Register's Office of Davidson County, Tennessee

4. Terms and provisions of Declaration of Covenants and Restrictions, by M & R Land Co., LLC, of record in Instrument No. 201903070021261, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, by and between Michael J. Nacarato, Jr. and C&M Leasing, LLC and The Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 202007230081067, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, by and between Michael J. Nacarato, Jr. and C&M Leasing, LLC and The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, of record in Instrument No. 202007230081299, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Room in the Inn LLC and M&R Land Co, LLC, of record in Instrument No. 202012030140696, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Agreement for Dedication of Public Right-of-Way, by and between Room in the Inn, Inc. and M&R Land Co. and The Metropolitan Government of Nashville and Davidson County, its successors and assigns, of record in Instrument No. 202101130005863, in the Register's Office of Davidson County, Tennessee.

9. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between Scannell Properties #477, LLC, an Indiana limited liability company and Lowe's Home Centers, LLC, a North Carolina limited liability company, of record in Instrument No. 202112010159301, in the Register's Office of Davidson County, Tennessee.

10. Terms and provisions of Easement for Water Meters, Lines, and Appurtenances, by and between Scannell Properties #477, LLC and The Metropolitan Government of Nashville, and Davidson

County, its successors and assigns forever, of record in Instrument No. 202208300097627, in the Register's Office of Davidson County, Tennessee.

11. Terms and provisions of Sewer Line Easement Agreement, by and between BT-OH, LLC, an Delaware limited liability company and Scannell Properties #477, LLC, an Indiana limited liability company, of record in Instrument No. 202211140120884, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Emily Tarson, 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 10/24/2023 (date of document).

Emily Tarson
Affiant Signature

10/24/2023
Date

State of Illinois
County of Cook

Sworn to and subscribed before me this 24 day of October, 2023.

Notary's Signature

MY COMMISSION EXPIRES: Feb. 21, 2025

NOTARY'S SEAL

JUANITA CHANDLER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Feb 21, 2025