Karen Johnson Davidson County
Batch# 1134530 DEEDWARRSP
05/14/2024 10:48:30 AM 8 pgs
Fees: $43.00 Taxes: $95,830.00
20240514-0035483

This instrument prepared by:

Law Office of David A. Childress
717 Darden Place
Nashville, Tennessee 37205
615.386.9235

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
5006 Harding Owner LLC 10275 W. Higgins Road Suite 810 Rosemont, Illinois 60018	5006 Harding Owner LLC c/o Brennan Investment Group 10275 W. Higgins Road, Suite 810 Rosemont, Illinois 60018	Map/Parcels 134-00-0-124.00 & 134-00-0-303.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **DAVID E. RAWLINGS**, an individual, and **JIM CROSSMAN REALTY, LLC**, a Tennessee limited liability company, each with 50% undivided interest (hereinafter collectively referred to as "Grantor"), herein this day has bargained and sold, and do hereby transfer and convey, unto **5006 HARDING OWNER LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its heirs, successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 7th day of May 2024.

GRANTOR:

DAVID E. RAWLINGS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, David E. Rawlings, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein expressed and contained, by signing his name.

Witness my hand and official seal this 7th day of May 2024.

My Commission Expires:
3/9/2027

Notary Public

DAVID A. CHILDRESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

[Signatures Continue on Following Page]

JIM CROSSMAN REALTY, LLC,
a Tennessee limited liability company

By: James A Crossman
Name: James A. Crossman
Its: President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, James A. Crossman, the President of Jim Crossman Realty, LLC, a Tennessee limited liability company, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he as President executed the foregoing instrument for the purposes therein expressed and contained, by signing his name.

Witness my hand and official seal this 7th day of May 2024.

My Commission Expires:
3/9/2027

Dave A. Childress
Notary Public

DAVID A. CHILDRESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $25,900,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

James A Lineweaver

Affiant

Sworn to and subscribed before me,
this 7th day of May 2024.

Dave A Coodre

NOTARY PUBLIC

DAVID CHILDRESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3/9/2027

Exhibit "A"
(to Special Warranty Deed)

Legal Description of Property

Parcel I:

Being a tract of land lying in Nashville, Davidson County, Tennessee, and being more particularly described as follows;

Beginning at an existing iron rod in the northerly right-of-way line of Harding Place, at a corner common with David E. Rawlings and James A. Crossman, as of record in Instrument Number: 20051122-0141131, at the Register's Office for Davidson County, Tennessee;

Thence leaving the northerly right-of-way line of Harding Place, with the easterly property line of David E. Rawlings and James A. Crossman, North 28 deg 50 min 24 sec West, 25.00 feet to an existing iron rod, at a corner common with the property of David E. Rawlings and James A. Crossman, as of record in Instrument Number: 20061113-0140501, at the Register's Office for Davidson County, Tennessee;

Thence with the southerly property line of David E. Rawlings and James A. Crossman, with a curve to the left, along an arc length of 334.65 feet, the central angle of which is 10 deg 27 min 00 sec, the radius of which is 1834.86 feet, the chord of which is North 56 deg 04 min 38 sec East, 334.19 feet to an existing iron rod;

Thence North 50 deg 51 min 08 sec East, 111.44 feet to an existing iron rod in the westerly right- of-way line of CSX Transportation Railroad;

Thence with the westerly right-of-way line of CSX Transportation Railroad, South 46 deg 34 min 52 sec East, 25.21 feet to a point in the northerly right-of-way line of Harding Place;

Thence with the northerly right-of-way line of Harding Place, South 50 deg 51 min 08 sec West, 114.70 feet to a point;

Thence with a curve to the right, along an arc length of 339.15 feet, the central angle of which is 10 deg 26 min 53 sec, radius of which is 1859.86 feet, the chord of which is South 56 deg 04 min 34 sec West, 338.68 feet to the POINT OF BEGINNING. Containing 11,249 square feet or 0.258 acres more or less.

Parcel II:

A tract of land in the First Civil District of Davidson County, Tennessee, and shown on Metro Tax Map 134, Parcel 124, and located at 1256 Antioch Pike, and more particularly described per survey by Turner Engineering Co., Inc., dated September 17, 1993, last revised November 30, 1993, and survey by William Thomas Smith dated October 2,2006 as follows:

Beginning at a P.K. nail at the northeasterly intersection of Antioch Pike, as widened, and Candy Lane, formerly Ashberry Road, and proceeding as follows:

1. Along the easterly margin of Candy Lane North 32 deg. 28 min. 57 sec. East, a distance of 475.41' to a new iron pin in the right-of-way of CSX railroad; thence,

2. With the right-of-way of CSX Railroad and 50' from the center line South 49 deg. 14 min. 03 sec. East, a distance of 972.62' to a new iron pin; thence,

3. South 48 deg. 11 min. 57 sec. West, a distance of 111.44' to a new iron pin; thence,

4. With a curve to the right having a radius of 1834.86' a distance of 334.65' to a new iron pin; thence,

5. North 31 deg. 29 min. 35 sec. West, a distance of 177.8' to a new iron pin; thence,

6. South 55 deg. 13 min. 27 sec. West, a distance of 235.00' to a new iron pin in the northeasterly margin of Antioch Pike, as widened; thence,

7. Along said northeasterly margin of Antioch Pike, North 34 deg. 46 min. 33 sec. West, a distance of 390.33' to a new iron pin; thence,

8. Continuing along said margin with a curve to the left having a radius of 1943.19', a distance of 214.67' to the point of beginning, with access to and from Antioch Pike and Harding Place, as shown on said surveys.

Being the same property conveyed to David E. Rawlings and James A. Crossman, as tenants in common, by Special Warranty Deed from Hardaway Construction Corp., f/k/a Hardaway Construction Corp. of Tennessee, f/k/a Hardaway Construction Company, dated January 11, 2017, of record in Instrument 20170118-0005502, Register's Office for Davidson County, Tennessee. (Parcel I)

Being the same property conveyed to David E. Rawlings and James A. Crossman, tenants in common each with a 50% undivided interest by Special Warranty Deed from Harding Investors, LLC, a Texas limited liability company, dated November 7, 2006, of record in Instrument 20061113-0140501, Register's Office for Davidson County, Tennessee. (Parcel II)

Final Decree of Divorce and Marital Dissolution Agreement between Mary Bell Crossman and James Alvin Crossman of record in Instrument 20140109-0002425, said Register's Office. James A. Crossman and James Alvin Crossman are one and the same person. (Parcel II)

Being part of the same property conveyed to James A. Crossman by Quitclaim Deed from Mary Bell Crossman, dated November 13, 2020, of record in Instrument 20201116-0135052, said Register's Office. (Parcel II)

Being part of the property conveyed to Jim Crossman Realty, LLC, a Tennessee limited liability company, as to 50% undivided interest by Quitclaim Deed from James A. Crosman, unmarried, dated November 30, 2020, of record in Instrument 20201130-0139138, said Register's Office. (Parcel I, II)

Exhibit "B"
(to Special Warranty Deed)

Permitted Exceptions

1. Taxes for the year 2024 and subsequent years for Map-Par. 134-00-0-124.00 and 134-00-0-303.00, a lien not yet due and payable;

2. Easements mentioned in Deed Book 7904, Page 801, and in Deed Book 11183, Page 548, in the Register's Office for Davidson County, Tennessee;

3. Easement Agreement as recorded in Instrument No. 200511220141130, in the Register's Office for Davidson County, Tennessee;

4. Access & Parking Easement Agreement of record in Instrument No. 201610280113899, in the Register's Office for Davidson County, Tennessee;

5. Rights of way, by Charter or otherwise, for railroad, railway facilities and other related easements, if any, on and across the land;

6. All matters as disclosed on ALTA/NSPS Survey made by Gregory S. McVicar dated February 9, 2024, last revised May 6, 2024, as Job Number 2402401 including encroachment of chain link fence located on the Property over the property South and Adjoining in several areas by a maximum width of 14.8 feet for an overall length of 70 feet; and

7. Rights of those certain tenants in possession of space on the Property pursuant to the unrecorded written lease agreements; all of which have been assigned to and accepted by Grantee via that certain Assignment and Assumption of Leases between Grantor, as assignor, and Grantee, as assignee dated May 8, 2024.

CERTIFICATE OF AUTHENTICITY

I, John M. Wells, do hereby make oath that I am a licensed attorney and/or 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 May 14, 2024.

Affiant

Date: May 14, 2024

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Sworn and subscribed before me this 14th day of May, 2024.

Notary Public

My Commission Expires: 1/6/25

KATHERINE ANN HEDRICK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY