Karen Johnson Davidson County
Batch# 1182216 DEEDWARRSP
09/16/2024 02:45:30 PM 7 pgs
Fees: $38.00 Taxes: $85,285.00
20240916-0071401

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Continuum Legal Group LLP
5605 Glenridge Drive, Suite 600
Atlanta, Georgia 30342
Attn: Gary D. Knopf

| ADDRESS NEW OWNER: | SEND TAX BILLS TO: | MAP-PARCEL NOS. |
|---|---|---|
| NAS 3287 Franklin LP<br>c/o Stoltz Real Estate Partners<br>725 Conshohocken State Road<br>Bala Cynwyd, PA 19004 | New Owner | 134 00 0 304.00 |

# SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **Dogwood Propco TN II, L.P.**, a Delaware limited partnership (hereinafter referred to as the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto **NAS 3287 Franklin LP**, a Delaware limited partnership (hereinafter referred to as the "**Grantee**"), its successors and assigns, certain land in Davidson County, State of Tennessee, described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Real Estate").

This being improved property known as 3287 Franklin Limestone Road, Antioch, TN 37013.

**TO HAVE AND TO HOLD** the said 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. Grantor covenants that it is lawfully seized in fee and possessed of the Real Estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those liens, easements, encumbrances and exceptions listed in **Exhibit B** attached hereto and incorporated herein by reference; and Grantor does hereby covenant with Grantee that title to the Real Estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

**[Signatures appear on the following page.]**

**IN WITNESS WHEREOF**, the Grantor has executed this instrument this 12th day of September, 2024.

DOGWOOD PROPCO TN II, L.P.,
a Delaware limited partnership

By: _____
Name: Yaman Shukairy
Its: Vice President

**STATE OF** TEXAS
**COUNTY OF** TARRANT

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Yaman Shukairy, with whom I am personally acquainted (or proved to me upon satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Dogwood Propco TN II, L.P., a Delaware limited partnership, the within-named bargainor, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by herself/himself as Vice President.

WITNESS my hand, at office, this 27th day of August, 2024.

MARTHA PEREZ
Notary Public, State of Texas
Comm. Expires 08-24-2027
Notary ID 134523675

_____
Notary Public
My Commission Expires: 08-24-27

**STATE OF** _____
**COUNTY OF** _____

The actual consideration or value, whichever is greater, for this transfer is $23,050,000.00.

_____
Affiant

Subscribed and sworn to before me this
_____ day of _____.

_____
Notary Public
My Commission Expires: _____

**IN WITNESS WHEREOF**, the Grantor has executed this instrument this _____ day of ___, 2024.

DOGWOOD PROPCO TN II, L.P.,
a Delaware limited partnership

By: _____
Name: _____
Its: _____

**STATE OF** _____
**COUNTY OF** _____

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me upon satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of Dogwood Propco TN II, L.P., a Delaware limited partnership, the within-named bargainor, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by herself/himself as _____.

WITNESS my hand, at office, this _____ day of _____, 2024.

_____
Notary Public
My Commission Expires:_____

**STATE OF** Pennsylvania
**COUNTY OF** Montgomery

The actual consideration or value, whichever is greater, for this transfer is $23,050,000.00.

_____
Affiant

Subscribed and sworn to before me this
1st day of September 2024

_____
Notary Public
My Commission Expires: January 21, 2026

Commonwealth of Pennsylvania - Notary Seal
ALYSSA R ROSENBAUM - Notary Public
Montgomery County
My Commission Expires January 21, 2026
Commission Number 1411942

# EXHIBIT A TO SPECIAL WARRANTY DEED

## LEGAL DESCRIPTION

A TRACT OF LAND IN THE FIRST CIVIL DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING ALL OF LOT 2 ON THE RECORDED PLAT ENTITLED "FINAL PLAT RESUBDIVISION OF LOT 1 ON THE RECORDED PLAT OF BAKERTOWN INDUSTRIAL SUBDIVISION, OF RECORD IN BOOK 6900, PAGE 164, R.O.D.C., TN," AS RECORDED IN BOOK 7900, PAGE 780, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO DOGWOOD PROPCO TN II, L.P., A DELAWARE LIMITED PARTNERSHIP, BY DEED FROM DOGWOOD HOLDINGS, L.P., A DELAWARE LIMITED PARTNERSHIP, OF RECORD IN INSTRUMENT NO. 202009220108301, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

## EXHIBIT B TO SPECIAL WARRANTY DEED

## PERMITTED ENCUMBERANCES

1. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable.

2. Louisville & Nashville Railroad chartered right of way, public utility & drainage easement, 10' private water service line easement, 20' public utility & drainage easement, 20' water easement, 5' reservation for future widening of Franklin Limestone Road, 15' water, sewer & drainage easement, underground telephone cable, ingress-egress easement, private sewer line easement, 15' sewer line easement, 10; water line easement, restriction on Parcel "B" (Lot 2), as shown on plat(s) of record in Book 7900, Page 780, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

3. Easements contained in Deed of record in Book 7080, Page 843, in the Register's Office of Davidson County, Tennessee.

4. Reservations of easements contained in Deed of record in Book 7080, Page 847, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

5. Terms and provisions of Storm Water Detention Agreement, by and between Antioch Investments Limited and The Metropolitan Government of Nashville and Davidson County, of record in Book 7137, Page 158, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

6. Terms and provisions of Agreement for Dedication of Easement Water Mains and Appurtenances, by and between Antioch Investments, LTD. and The Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns, of record in Book 7672, Page 983, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

7. Terms and provisions of Declaration of Restrictions and Grant of Easements, by Antioch Investments, Limited, a Tennessee limited partnership, of record in Book 8073, Page 211; as affected by First Amendment to Declaration of Restrictions and Grant of Easements, in Book 9424, Page 163; and Agreement in Book 10393, Page 927, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

8. Terms and provisions of Easement Agreement, by and between Antioch Investments, Limited, a Tennessee limited partnership and Waste Management, Inc., of Tennessee, a Tennessee corporation, of record in Book 8447, Page 40, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

9. Easement(s) granted U.S. Sprint Communications Company, by Easement Deed by Court Order in Settlement of Landowner Action-Lightnet Lines of record in Instrument No. 201401140003779, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

10. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between Cowan & Cowan Real Estate Partnership, a Tennessee general partnership, successor in interest by merger to Cowan & Cowan L.P. and Eco-Site II, LLC, a Delaware limited liability company, of

record in Instrument No. 201906170057994, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey.

11. Rights of tenants in possession, as tenants only under unrecorded documents.

12. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS Land Title Survey made by Kevin Crowe, PLS #1979 of C&W Precision Surveys dba Crowe-Wheeler & Associates on behalf of GRS Group, an NV5 Company, dated February 13, 2024 and last revised 11, 2024, designated GRS Project No. 24-67162.2 / Job No. 24-022 (the "Survey"):
    a. Encroachment of fence and gate onto Property.
    b. Encroachment of northerly portion of 1-story metal frame commercial building into easement.

# Tennessee Register of Deeds Association
# President Sheena R Tinsley

I, Jed Levine, 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 September 13, 2024.

Affiant Signature

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Date: September 13, 2024

State of New York

County of New York

Sworn to and subscribed before me this 13th day of September, 2024

Notary's Signature

MARGO ZHAO
Notary Public - State of New York
No. 01ZH0008668
Qualified in Queens County
My Commission Expires 05/25/2027

MY COMMISSION EXPIRES: May 25, 2027

Notary's Seal (if on paper)