Karen Johnson Davidson County
Batch# 1182216 DEEDWARRSP
09/16/2024 02:45:30 PM 7 pgs
Fees: $38.00 Taxes: $154,475.00
20240916-0071402

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 521 555 Harding LP	New Owner	Map 134
c/o Stoltz Real Estate Partners		Parcels 2, 202, 203 & 204
725 Conshohocken State Road		
Bala Cynwyd, PA 19004		

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, 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 521 555 Harding 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 521-555 Harding Industrial Drive, Nashville, Tennessee 37211.

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, 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, 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 $41,750,000.00.

_____
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, 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, 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 $41,750,000.00.

_____
Affiant

Subscribed and sworn to before me this
5th 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

TRACT 1:

PARCEL 1: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 1 OF TREND INDUSTRIAL PARK, SECTION 1, OF RECORD IN BOOK 4675, PAGE 56, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE DETAILED DESCRIPTION.

PARCEL 2: EASEMENT(S) BENEFITING PARCEL 1 CONTAINED IN DEDICATION OF RAILROAD RIGHT-OF-WAY EASEMENT OF RECORD IN BOOK 4952, PAGE 402, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TRACT 2:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 2 ON THE PLAN OF TREND INDUSTRIAL PARK, SECTION 2, OF RECORD IN BOOK 4860, PAGE 66, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE DETAILED DESCRIPTION.

TRACT 3:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOTS NO. 3 AND 4 ON THE PLAN OF TREND INDUSTRIAL PARK, SECTION 2, OF RECORD IN BOOK 4860, PAGE 66, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE DETAILED DESCRIPTION.

TRACT 4:

LAND IN THE FIFTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF MILL CREEK, LOCATED IN THE NORTHERLY RIGHT-OF-WAY OF LOUISVILLE & NASHVILLE RAILROAD AND BEING 3,115.00 FEET, MORE OR LESS, SOUTHEASTERLY FROM MILE POST C-145, N-7, AND PROCEEDING AS FOLLOWS: WITH THE CENTER LINE OF MILL CREEK AS FOLLOWS: NORTH 89 DEGREES, 46 MINUTES EAST, A DISTANCE OF 100.90 FEET TO A POINT; THENCE NORTH 70 DEGREES 44 MINUTES 30 SECONDS EAST, A DISTANCE OF 386.80 FEET TO A POINT; THENCE SOUTH 71 DEGREES 05 MINUTES EAST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE SOUTH 78 DEGREES 28 MINUTES EAST, A DISTANCE OF 249.90 FEET TO A POINT; THENCE SOUTH 68 DEGREES 26 MINUTES EAST, A DISTANCE OF 290.00 FEET TO THE INTERSECTION OF MILL CREEK AND A DRAIN; THENCE WITH SAID DRAIN, SOUTH 29 DEGREES, 10 MINUTES WEST, A DISTANCE OF 365.10 FEET TO AN IRON PIN; THENCE SOUTH 33 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 287.92 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD; THENCE WITH SAID RIGHT-OF-WAY, NORTH 51 DEGREES 00 MINUTES WEST, A DISTANCE OF 1010.00 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO DOGWOOD PROPCO TN II, LP FROM LIFETIME HOLDINGS GROUP TN, LLC BY SPECIAL WARRANTY DEED RECORDED OCTOBER 28, 2020 AS INSTRUMENT NO. 20201028-0125396 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, a lien not yet due and payable.

2. Various public utility and drainage easement, 50' roadway access easement, 30' sanitary/sewer easement, 15' overhang easement, 5' x 25' and 5' x 15' utility anchor easement, 15' building setback line, Nashville electric service easement, 25' railroad easement shown on plat(s) of record in Book 4675, Page 56; Book 4860, Page 66, as affected by Surveyor's Certificate of Correction in Book 4980, Page 313, Second Certificate of Correction in Book 5197, Page 795, and Amendment to Recorded Plats in Book 5292, Page 694, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey. (Tracts 1, Parcel 1, Tracts 2 and 3)

3. Terms and provisions of Easement, by and between I.R. Schulman and Elizabeth Schulman Sahualla and Metropolitan Government of Nashville and Davidson County, Tennessee, acting by and through the Electric Power Board of said Government, its successors and assigns, of record in Book 3815, Page 497, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey. (Tracts 1, Parcel 1 and Tract 3)

4. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between I.R. Schulman and Elizabeth Schulman Sahualla and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns, of record in Book 4435, Page 53, in the Register's Office of Davidson County, Tennessee, as approximately shown on the Survey. (Tracts 2 and 3)

5. Terms and provisions of Dedication of Railroad Right-of-Way Easement, by and between Ghertner-Patterson Company and Trend Warehousing, Inc., its successors and assigns, of record in Book 4952, Page 402, in the Register's Office of Davidson County, Tennessee as approximately shown on the Survey. (Tracts 1, Parcel 1)

6. Terms and provisions of Declaration of Easement, by Entrekin and Tune, of record in Book 5285, Page 190, in the Register's Office of Davidson County, Tennessee as approximately shown on the Survey. (Tracts 1, Parcel 1)

7. Terms and provisions of Agreed Judgment of record in Book 6117, Page 15, in the Register's Office of Davidson County, Tennessee. (Tracts 3)

8. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Thomas G. Eastman, Michael O. Craig and H. Peter Norstrand, as Trustee for AEW #49 Trust under Declaration of Trust, dated 9/10/86 and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns, of record in Book 7681, Page 339, in the Register's Office of Davidson County, Tennessee as approximately shown on the Survey. (Affects Tracts 3)

9. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Harding Business Park and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns, of record in Book 7690, Page 236, in the

Register's Office of Davidson County, Tennessee as approximately shown on the Survey. (Affects Tracts 3)

10. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Thomas G. Eastman, Michael O. Craig and H. Peter Norstrand, as Trustees for AEW #49 Trust under Declaration of Trust, dated 9/10/86 and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns, of record in Book 7757, Page 28, in the Register's Office of Davidson County, Tennessee as approximately shown on the Survey. (Affects Tract 4)

11. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Thomas G. Eastman, Michael O. Craig and H. Peter Norstrand, as Trustees for AEW #49 Trust under Declaration of Trust, dated 9/10/86 and Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns, of record in Book 7758, Page 701, in the Register's Office of Davidson County, Tennessee as approximately shown on the Survey. (Affects Tracts 3)

12. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between CAM International, L.P., a Tennessee limited partnership and Heafner Tire Group, Inc. d/b/a Heafner-ITCO Tires and Products, a Delaware corporation, of record in Instrument No. 200003310032235, in the Register's Office of Davidson County, Tennessee.

13. Easement(s) granted Charles Wheeler Hord, et al, by Easement Deed by Court Order in settlement of Landowner Action of record in Instrument No. 201202280017172, in the Register's Office of Davidson County, Tennessee as approximately shown on the Survey. (Affects Tract 4)

14. Terms and conditions of that certain unrecorded lease with Berry Films Product Company

15. Rights of upper and lower riparian owners to the flow of the waters of Mill Creek, free from diminution or pollution and changes in the boundary of the land resulting from erosion or accretion caused by the flow of Mill Creek.

16. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.

17. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by GRS Group, an NV5 Company on February 13, 2024, last revised September 10, 2024, and designated 24-023 (the "Survey"):
    a. Portion of building encroaches over property line (Tracts 1 and 2).
    b. Enclosed breezeway crosses over ingress/egress easement (Tract 1),
    c. Parking spaces cross over right of way (Tract 3).
    d. Railroad abuts the Land (Tracts 1 and 2).

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

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)