Karen Johnson Davidson County
Batch# 1265579 DEEDWARRSP
04/29/2025 09:08:30 AM 8 pgs
Fees: $42.00 Taxes: $0.00
20250429-0032810

ADDRESS NEW OWNER:	MAP/PARCEL	SEND TAX BILLS TO:
KRE BRENTWOOD PROPCO LLC 30 Hudson Yards, Suite 7500 New York, New York 10001	011 F A 003 00 000	KRE BRENTWOOD PROPCO LLC 30 Hudson Yards, Suite 7500 New York, New York 10001
This instrument prepared by: David Shymansky, Attorney, Smith/Packett Med-Com, LLC, 4423 Pheasant Ridge Road, S.W., Roanoke, Virginia 24014		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **BRENTWOOD IL-AL INVESTORS, LLC,** a Virginia limited liability company (the "**Grantor**"), as of April 9, 2025, has bargained and sold, and by these presents does hereby transfer and convey to **KRE BRENTWOOD PROPCO LLC**, a Delaware limited liability company (the "**Grantee**"), Grantee's representatives, successors and assigns, certain land in Davidson and Williamson Counties, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "**Property**").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those permitted encumbrances set forth on Exhibit B, attached hereto and incorporated herein by reference (the "**Permitted Encumbrances**").

This is improved property located at 9045 Church Street East, Williamson and Davidson Counties, Tennessee 37027.

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 covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

Return to: Jordan Pittman
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
470-602-0747- **TN252501034JP**

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 7 day of April, 2025.

GRANTOR:

BRENTWOOD IL-AL INVESTORS, LLC, a Virginia limited liability company

By: SP Brentwood, LLC, a Virginia limited liability company, its sole Member

By: Smith/Packett Med-Com, LLC, a Virginia limited liability company, its Manager

By: _____
Hunter D. Smith, Chairman Manager

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON.)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Hunter D. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chairman Manager of Smith/Packett Med-Com, LLC, a Virginia limited liability company, Manager of SP Brentwood, LLC, a Virginia limited liability company, sole Member of Brentwood IL-AL Investors, LLC, a Virginia limited liability company, the within named bargainor, and that as such Chairman Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of himself as such Chairman Manager.

WITNESS my hand and seal at office in Charleston, South Carolina, this the 7 day of April, 2025.

_____
Notary Public Deborah Kondracki

My Commission Expires: 06-29-2028

DEBORAH KONDRACKI NOTARY PUBLIC COMM. EXP. 06-29-2028 SOUTH CAROLINA

AFFIDAVIT OF CONSIDERATION

STATE OF CA)
) ss:
COUNTY OF SAN FRANCISCO)

I hereby swear and affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $59,100,000.00.

Affiant [Grantee]

On APRIL 16TH, 2025, before me, NAOMI HATCHER, a Notary Public, personally appeared **Sam Caven**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as Authorized Signatory of KRE BRENTWOOD PROPCO LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

WITNESS my hand and official seal.

(Signature of Notary) (SEAL)

My Commission Expires: DEC 16TH, 2028

(Affix seal)

NAOMI HATCHER
Notary Public - California
San Francisco County
Commission # 2507095
My Comm. Expires Dec 16, 2028

[*Signature Page to Affidavit of Consideration – Brentwood*]

EXHIBIT A

(LEGAL DESCRIPTION)

Land in Davidson and Williamson County, Tennessee, being Lot No. 3, on the Plan of Final Plat, Overlook Park, Consolidation of Lot 3 and Parcels 011F-A01100, 011-04400 and 171-077, of record in Instrument No. 20170123-0007132, in the Register's Office for Davidson County, Tennessee and recorded in Plat Book P65, page 104, in the Register's Office for Williamson County, Tennessee, to which plat references are hereby made for a more complete description of the property.

Being the same property conveyed to Brentwood IL-AL Investors, LLC, a Virginia limited liability company by Special Warranty Deed from Rolling Clouds, LLC, a Tennessee limited liability company of record in Instrument No. 20170125-0008128, on January 25, 2017, and dated on December 19, 2016 Register's Office for Davidson County, Tennessee, and recorded in Book 6991, Page 302, on January 25, 2017, and dated on December 19, 2016, Register's Office for Williamson County, Tennessee.

EXHIBIT B

(PERMITTED EXCEPTIONS)

1. This item intentionally deleted.

2. All taxes for the fiscal year 2025 and subsequent years, not yet due and payable.

3. This item intentionally deleted.

4. This item intentionally deleted.

5. This item intentionally deleted.

6. This item intentionally deleted.

7. This item intentionally deleted.

8. Rights of tenants, as tenants only, without the option to purchase or right of first refusal to purchase all or any pption of the land, under unrecorded leases as disclosed to this Company.

9. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA

67- 5-603, requires supplemental assessment for the year in which improvements are completed, the Company assumes no liability for taxes assessed by correction or supplemental assessment.

10. This item intentionally deleted.

11. Subject to all matters shown on the Plan of record in Plat Book 13, Page 59, in the Register's Office for Williamson County, Tennessee.

12. Subject to all matters shown on the Plan of record in Plat Book 11, Page 52, in the Register's Office for Williamson County, Tennessee.

13. Subject to all matters shown on Plan of record in Plat Book 65, Page 104, in the Register's Office for Williamson County, Tennessee and Plat Instrument No. 20170123-0007132, in the Register's Office for Davidson County, Tennessee, including but not limited to:

a. 100' minimum building setback line along the northerly boundary;

b. 60' minimum building setback line along the westerly, southerly and easterly boundaries;

c. 120' minimum building setback line from in the southeasterly corner of property;

d. 30' stream buffer easement and 10' drainage easement in the northeasterly portion of property;

e. 20' drainage easement in the northeasterly corner of property;

f. 20' public utility and drainage easement along the westerly and northerly boundaries;

g. Cemetery easement located in the northwesterly corner;

h. Drainage easement in the northwesterly corner;

i. 3' pedestrian access easement along westerly boundary; and

j. Notes as shown on said plat.

Approximately as shown on ALTA/NSPS Survey prepared by Ted J. Stevenon II, RLS No. 2136, on behalf of Ragan-Smith Associates, LLC, dated February 26, 2025, last revised 3/17/25 bearing Project No. 25-0033 ("the Survey").

14. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Overlook Office Park

(Commercial) of record in Book 736, Page 681, in the Register's Office for Williamson County, Tennessee.

First Amendment to Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Overlook Office Park (Commercial) of record in Book 882, Page 10, in the aforesaid Register's Office.

Second Amendment to Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Overlook Office Park (Commercial) of record in Book 943, Page 243, in the aforesaid Register's Office.

15. Easement and Right of Entry of record in Book 1646, Page 183, Register's Office for Williamson County, Tennessee; approximately as shown on the Survey.

16. Easement and Right-of-Way granted to the Metropolitan Government of Nashville & Davidson County, Tennessee, of record in Book 880, Page 532, in the Register's Office for Williamson County, Tennessee, and of record in Book 8257, Page 18 in the Register's Office for Davidson County, Tennessee; approximately as shown on the Survey.

17. Easement for broadband communications system granted to Comcast of Nashville II, LLC, by virtue of Grant of Easement of record in Book 7228, Page 299, in the Register's Office for Williamson County, Tennessee.

18. Right, title, and interest of others in and to that portion of the premises occupied by a cemetery; and right of ingress and egress to the cemetery located on the premises from a public road; and provisions of Family Burial Grounds Protection Act, TC 46-9-101, et se.

19. This item intentionally deleted.

20. The following matters shown on ALTA/NSPS Survey prepared by Ted J. Stevenon II, RLS No. 2136, on behalf of Ragan-Smith Associates, LLC, dated February 26, 2025, last revised 3/17/25 bearing Project No. 25-0033:

a. Sidewalk encroaches onto the northerly portion of the property;

b. Owen Cemetery Sign in northwesterly area;

c. drainage line in easterly portion; and

d. Fiberoptic sign in southwesterly area.

21. Terms and provisions of unrecorded Lease Agreement dated January 20, 2017 between Brentwood IL-AL Investors, LLC and Brentwood Operations, LLC, as subordinated in Subordination and Attornment Agreement, of record in Book 7758, Page 818, Register's Office for Williamson County, Tennessee and of record in Instrument No. 20191001-0099600, Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Latasha Nelson, 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 April 4, 2025 (date of document).

Affiant Signature

4/28/25
Date

State of Georgia
County of Cobb

Sworn to and subscribed before me this 28 day of April, 2025.

Kaitlin M Frederick
Notary's Signature

MY COMMISSION EXPIRES: March 22, 2027

NOTARY'S SEAL

KAITLIN M FREDERICK NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 22, 2027

BK/PG: 9715/379-386
25012778

8 PGS : DEED	
CHERYL MARTIN 1039119 - 25012778	
04/28/2025 - 12:50:14 PM	
MORTGAGE TAX	0.00
TRANSFER TAX	2186.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	218713.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTER OF DEEDS