Karen Johnson Davidson County
Batch # 1334819 DEEDWARRSP
10/16/2025 12:07:29 PM 10 pgs
Fees: $53.00 Taxes: $13,227.50
20251016-0082412

Prepared By and Upon Recording
Return to:

Baker Donelson Bearman Caldwell & Berkowitz, P.C.
1600 West End Ave, Suite 2000
Nashville, TN 37203
Attn: John A. Gupton III

| ADDRESS NEW OWNER | MAP/PARCEL | SEND TAX BILLS TO: |
|---|---|---|
| BW Tennessee Old Hickory LLC<br>3708 W. Swann Ave, Suite 200<br>Tampa, FL 33609 | 086-00-0-058.00<br>086-00-0-223.00 | Same as New Owner |

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Basham Properties, LLC**, a Tennessee limited liability company, **Morgan Family Properties, LLC**, a Washington limited liability company, and **Susan A. Basham**, a resident citizen of Tennessee (collectively, "Grantor"), has transferred, bargained, sold, granted and conveyed, and by these presents does hereby transfer, bargain, sell, grant and convey to **BW Tennessee Old Hickory LLC**, a Florida limited liability company ("Grantee"), Grantees successors and assigns, certain improved land in Davidson County, Tennessee, being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

This is improved Property known as 4000 Andrew Jackson Parkway, Hermitage, Tennessee, a/k/a Lot 1 and Lot 2, Chandler Square General Commercial PUD, Hermitage, Tennessee in Plat Book 7900, Page 96, Davidson County Register of Deeds.

SUBJECT TO:

1. This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to all matters of record and those exceptions listed on Exhibit B, attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions"). Easements, covenants, conditions, restrictions, and reservations of records; and

2. This conveyance is made and accepted subject only to the restrictive covenants (the "Restrictive Covenants") contained in Section 12 paragraphs (c) through (f) of that certain unrecorded Amended and Restated Lease Agreement dated January 1, 1995 between Sara Dodson Stanford and Betty Anne Dodson Morgan (Lessors) and Vulcan Materials Company, Midson Division, for premises located outside of the boundaries of the Property, which covenants are intended to run with the land

and bind successors in interest. The Grantee and its successors and assigns shall not be deemed to have assumed or agreed to perform any other obligations of the lessor or lessee under said Lease. The Restrictive Covenants shall terminate in accordance with the terms of paragraph 12(e) of said Lease.

**TO HAVE AND TO HOLD** the Property with all the appurtenances, estate, title and interest thereunto belonging or in any wise appertaining unto the Grantee, his heirs and assigns in fee simple forever.

Except for the Permitted Exceptions and the Restrictive Covenants, Grantor further covenants and binds himself, his heirs and assigns to warrant and forever defend title to the Property to the Grantee, Grantees successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor but no further or otherwise.

[signature page to follow]

**IN WITNESS WHEREOF**, the Grantor has executed this Special Warranty Deed the 15 day of October, 2025.

**BASHAM PROPERTIES LLC, a Tennessee limited liability company**

**By:** Susan A. Basham

**Susan A. Basham, Sole Member**

STATE OF TENNESSEE

COUNTY OF Davidson

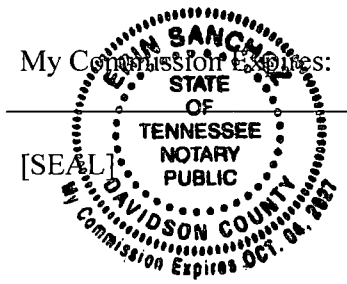
Personally appeared before me, a notary public of the state and county aforementioned, personally appeared Susan A. Basham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, on oath, acknowledged such person to be the Sole Member authorized to execute the instrument of Basham Properties, LLC, the within named bargainor, a limited liability company, and that such person as such Sole Member, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company as such Sole Member.

WITNESS my hand and seal at office, on this 17th day of September, 2025.

Notary Public

My Commission Expires:

[SEAL]



**IN WITNESS WHEREOF**, the Grantor has executed this Special Warranty Deed the 16th day of Sept, 2025.

**MORGAN FAMILY PROPERTIES, LLC, a Washington limited liability company**

By: Edward Timothy Morgan, manager
**Edward Timothy Morgan, Manager**

STATE OF WASHINGTON

COUNTY OF Thurston

Personally appeared before me, a notary public of the state and county aforementioned, personally appeared Edward T. Morgan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, on oath, acknowledged such person to be the Manager authorized to execute the instrument of Morgan Family Properties, LLC, the within named bargainor, a limited liability company, and that such person as such Manager, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company as such Manager.

WITNESS my hand and seal at office, on this 16th day of Sept., 2025.

Annetta A Miller
Notary Public

My Commission Expires:
Mar 14, 2029

[SEAL]

ANNETTA A MILLER
Notary Public
State of Washington
Commission # 25010312
My Comm. Expires Mar 14, 2029

**IN WITNESS WHEREOF**, the Grantor has executed this Special Warranty Deed the 17 day of October, 2025.

Susan A. Basham

**SUSAN A. BASHAM, individually**

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, a notary public of the state and county aforementioned, personally appeared Susan A. Basham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, on oath, acknowledged that she, the within named bargainor, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 17th day of September, 2025.

ERIN SANCHEZ STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires OCT. 04, 2027

Notary Public

My Commission Expires:

[SEAL]

STATE OF FLORIDA )
COUNTY OF HILLSBOROUGH )

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $3,575,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this 13th day of October, 2025.

LARA CARPENTER
Notary Public - State of Florida
Commission # HH 663730
My Comm. Expires Apr 13, 2029
Bonded through National Notary Assn.

Lara Carpenter
NOTARY PUBLIC

My Commission Expires:

4/13/2029

# Exhibit A

The Land referred to herein below in situated in the County of Davidson, State of Tennessee, and described as follows:

PARCEL I

BEING PART OF A TRACT OF LAND IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING PART OF THE SAME IDENTIFIED AND DESIGNATED BY FIELD BOOK NO. 4D 2650, MAP 86, PARCEL 58 ON THE TAX BOOKS AND RECORDS OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

THIS REAL PROPERTY IS KNOWN AS "THE DRIVING RANGE PROPERTY", AT THE NORTHWEST CORNER OF OLD HICKORY BLVD. AND ANDREW JACKSON PARKWAY, AND IS IMPROVED WITH A GOLF COURSE/DRIVING RANGE.

BEING THE SAME CONVEYED AS FOLLOWS:

TO BASHAM PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY QUIT CLAIM DEED FROM SUSAN A. BASHAM, OF RECORD IN INSTRUMENT NO. 200708060093113, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TO MORGAN FAMILY PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, FROM MORGAN FAMILY INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 200812030117461, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TO SUSAN A. BASHAM BY QUIT CLAIM DEED FROM SUSAN A. BASHAM, PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM DODSON AKIN, OF RECORD IN INSTRUMENT NO. 202010070116473, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL II

PARCEL 223:
BEING A PART OF LANDS INHERITED FROM THE ESTATE OF MR. W. C. DODSON, OF RECORD AT WILL BOOK 60, PAGE 66, SAID PROBATE CLERK'S OFFICE; BEING A SMALL PARCEL LEFT OVER AFTER A RIGHT-OF-WAY DEED FOR HIGHWAY PURPOSES, OF RECORD AT BOOK 5054, PAGE 537, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; BEING PARCEL NO. 223 ON TAX MAP NO. 86 IN THE TAX RECORDS OF DAVIDSON COUNTY, TN, SAID PARCEL BEING BOUNDED ON THREE SIDES BY OLD HICKORY BLVD., THE RAILROAD RIGHT-OF-WAY AND DODSON CHAPEL ROAD.

BEING THE SAME CONVEYED AS FOLLOWS:

TO BASHAM PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY QUIT CLAIM DEED FROM SUSAN A. BASHAM, OF RECORD IN INSTRUMENT NO. 200708060093112, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TO MORGAN FAMILY PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, FROM BETTY DODSON MORGAN, OF RECORD IN INSTRUMENT NO. 200812030117462, IN THE REGISTER'S OFFICE of DAVIDSON COUNTY, TENNESSEE.

TO SUSAN A. BASHAM BY QUIT CLAIM DEED FROM SUSAN A. BASHAM, PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM DODSON AKIN, OF RECORD IN INSTRUMENT NO. 202010070116472, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B"
Exceptions

1. Taxes and assessments for the year 2026 and subsequent years, not yet due and payable.

2. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Sara D. Stanford by Susan Bonner Conservator, and Betty D. Morgan, Manager of Morgan Family Investments, LLC and Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 11112, Page 857, in the Register's Office of Davidson County, Tennessee.

3. Rights of the railroad company to expand its right of way to its full charter width of 100 feet from the centerline for a total of 200 feet in width.

4. 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 Derek S. Meadows Gonzalez – Strength & Associates, Inc. on October 15, 2025, designated Job Number 24-0411:
   (a) Encroachment of shed over southwesterly boundary of Lot 1 of Parcel A of the Land near the most southerly corner of said parcel.

5. Terms and provisions contained in section 12 of the Amended and Restated Lease Agreement dated January 1, 1995, by and between Sara Dodson Stanford and Betty Anne Dodson Morgan, as lessors, and Vulcan Materials Company, Midsouth Division, a corporation organized and existing under the laws of the State of New Jersey, as lessee, which amends and restates the Lease Agreement and Grant of Easement dated March 23, 1971, executed by Hattie May Dodson, Sara Dodson Stanford, Betty Anne Dodson Morgan, as lessors, and Midsouth Division of Vulcan Materials Company, a New Jersey corporation, as lessee, of record in Book 4492, Page 260, in the Register's Office of Davison County, Tennessee, and amended by Amendment to Lease Agreement and Grant of Easement dated July 1, 1981.

6. All matters shown on plat(s) of record in Instrument No. 20251007-0079844, 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 BW Tennessee Old Hickory, LLC, of record in Instrument No. 20250502-0034188, in the Register's Office of Davidson County, Tennessee.

8. Rights of Wawa Midwest, LLC, a Delaware limited liability company, as lessee, under lease between said tenant and BW Tennessee Old Hickory LLC, a Florida limited liability company, as lessors, effective June 9, 2023, and the terms and provisions of said lease, as amended, as affected by Subordination, Non-Disturbance, and Attornment Agreement recorded of even date herewith, in the Register's Office of Davidson County, Tennessee. (Affects Lot 1)

9. Declaration of Reciprocal Easement Agreement with Covenants, Conditions, and Restrictions, by BW Tennessee Old Hickory LLC, a Florida limited liability company, recorded of even date herewith in the Register's Office of Davidson County, Tennessee.

10. Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by BW Tennessee Old Hickory LLC, a Florida limited liability company, to John Nielsen, trustee for the benefit of Valley National Bank, a national banking association, in the original principal amount of $3,284,000.00, recorded of even date herewith, in the Register's Office of Davidson County, Tennessee.

11. Assignment of Rents and Leases executed by BW Tennessee Old Hickory LLC, a Florida limited liability company, Assignor, to Valley National Bank, a national banking association, Assignee, recorded of even date herewith, in the Register's Office of Davidson County, Tennessee.

12. UCC Financing Statement naming Valley National Bank, a national banking association, Secured Party, and BW Tennessee Old Hickory LLC, a Florida limited liability company, Debtor, recorded of even date herewith, in the Register's Office of Davidson County, Tennessee.