Karen Johnson Davidson County
Batch# 381961 DEEDWARRSP
04/06/2020 11:57:30 AM 8 pgs
Fees: $43.00 Taxes: $3,015.50
20200406-0036275

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|---|---|
| **THIS INSTRUMENT PREPARED BY:**<br><br>Maynard Cooper & Gale, PC<br>Brandi Norred Maiorino, Esq.<br>3835 Cleghorn Ave Suite 250<br>Nashville, TN 37215 | STATE OF NEW YORK<br>COUNTY OF NEW YORK<br><br>The actual consideration or value, whichever is greater, for this transfer is $815,000.00.<br><br>Affiant<br><br>Subscribed and sworn to before me, this 26 day of March, 2020.<br><br>Notary Public<br>My Commission Expires: |

ERIN C PARKER
Notary Public, State of New York
Reg. No. 01PA6356129
Qualified in Kings County
Commission Expires March 20, 2021

**SPECIAL WARRANTY DEED**

| Address New Owners: | Send Tax Bills To: | Map-Parcel Number(s): |
|---|---|---|
| Elizabeth P. Cook Family Limited Partnership<br>c/o Nancy Woodhead<br>1925 Vickers Lane<br>Sevierville, TN 37876 | New Owner | 06416006000 |

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BVC Oakwood Commons, LLC**, a Delaware limited liability company ("**Grantor**"), has bargained and sold, and does hereby transfer and convey unto **Elizabeth P. Cook Family Limited Partnership**, a North Carolina limited partnership ("**Grantee**"), Grantee's successors, heirs and assigns, certain improved real property located in Nashville, Davidson County, Tennessee, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

The Property is improved property located at 4606 Lebanon Pike, Hermitage, TN 37076.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantees, their successors and assigns, forever. Grantor covenants with the said Grantee that Grantor is lawfully seized and possessed of said Property; that Grantor has a good right to sell and convey the Property; and binds itself, its successors and assigns to warrant and forever defend the title to the Property to the Grantees, Grantees' successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, except as set forth on Exhibit B attached hereto and incorporated herein by reference, to which this conveyance is expressly made subject.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

[*Signatures on following Page*]



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IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective for all purposes as of the 23 day of March, 2020.

**GRANTOR**:

**BVC Oakwood Commons, LLC**, a Delaware limited liability company
By: BVC Oakwood Commons JV LLC, its sole Member
By: BVC Oakwood Commons GP LLC, its Manager
By: LBX BV LLC, its Manager and sole Member
By: LBX Acquisitions LLC, its Manager
By: LBX Investments, LLC, its Manager

By: _____
Philip Block, Managing Member

STATE OF California )
)
COUNTY OF Los Angeles )

Before me, Alireza Mazahri, a Notary Public of said County and State, personally appeared Philip Block, Managing Member of LBX Investments, LLC, with whom ~~I am personally acquainted~~ (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged LBX Investments LLC to be an authorized signer of BVC OAKWOOD COMMONS LLC, the within named bargainor, a limited liability company, and that he as Managing Member of such authorized signer executed the foregoing instrument for the purposes therein contained, by personally signing the name of such authorized signer by himself as Managing Member.

Witness my hand and seal, at Office in Studio City CA, USA, this 23rd day of March, 2020.

_____
Notary Public

My Commission Expires: 01/21/2022

ALIREZA MAZAHRI
Notary Public – California
Los Angeles County
Commission # 2226650
My Comm. Expires Jan 21, 2022

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 03-23-2020 before me, Alireza Mazahri, notary Public,
(Here insert name and title of the officer)

personally appeared Philip Black,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

ALIREZA MAZAHRI
Notary Public – California
Los Angeles County
Commission # 2226650
My Comm. Expires Jan 21, 2022

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Special Warranty deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Three Document Date 3/23/2020

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual ~~(s)~~
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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**EXHIBIT A**

**Legal Description**

A parcel of land in Davidson County, Tennessee, being Lot A on the Re-Plat Oakwood Commons, Out Parcel 1 and Part of Lot 1, of record in Instrument No. 20190225-0016872, Register's Office for Davidson County, Tennessee.

BEING PART OF THE SAME PREMISES CONVEYED BY Special Warranty Deed made by Brixmor Oakwood Commons LLC, a Delaware limited liability company dated January 29, 2018 and recorded January 29, 2018 as Instrument No. 20180129-0008767.



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## EXHIBIT B

### Permitted Exceptions

All matters shown on the Plan of record in Plat Book 6900, Page 639, Register's Office for Davidson County, Tennessee.

Declaration of Easements dated August 25, 1987, between Andrew Jackson Food Enterprises, Inc., and The Mitchell Company, granting easements for vehicular and pedestrian access in favor of the subject property, parking easements over the subject property, and the covenants and restrictions set forth therein, of record in Book 7513, Page 191, Register's Office for Davidson County, Tennessee; as affected by Amendment to Declaration of Easements of record in Book 7566, Page 627, said Register's Office; as affected by Second Amendment to Declaration of Easements of record in Book 7733, Page 57, said Register's Office; as affected by Assignment of Water Utility Easement of record in Book 7622, Page 405, said Register's Office.

Covenants, easements, restrictions and conditions in Shopping Center Easement Agreement and Covenants of Restriction dated May 8,1989, between McDonald's Corporation and The Mitchell Company of record in Book 7839, Page 163, Register's Office for Davidson County, Tennessee.

Restrictive Covenants dated November 4,1988, between The Mitchell Company and McDonald's Corporation of record in Book 7839, Page 155, Register's Office for Davidson County, Tennessee.

Use restrictions set forth in that certain unrecorded lease evidenced by Short Form Lease, and terms and conditions contained in said Short Form Lease, dated April 21,1987, between Charles H. Turner and Virginia W. Turner and The Mitchell Company of record in Book 7210, Page 942, Register's Office for Davidson County, Tennessee, as affected by Assignment of Ground Lease executed between Charles H. Turner and wife, Virginia W. Turner, and The Mitchell Company, of record in Book 7554, Page 635, said Register's Office; as affected by Assignment of Lessor's Interest in Ground Lease from The Mitchell Company to Net Realty Holding Trust in Book 7877, Page 359, said Register's Office; as affected by Amendment to Short Form Lease between Charles H. Turner and Virginia W. Turner and The Mitchell Company of record in Book 7877, Page 324, said Register's Office; as affected by Assignment of Lessee's Interest in Ground Lease, of record in Book 7877, Page 353, said Register's Office; as affected by Assignment and Assumption of Lease of record in Book 11567, Page 303, said Register's Office; as affected by Assignment and Assumption of Lease of record in Instrument No. 20000928-0096131, said Register's Office; as affected by Assignment and Assumption of Lease of record in Instrument No. 20070123-0009197, said Register's Office.

Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 7618, Page 616, Register's Office for Davidson County, Tennessee.

Use restrictions set forth in that certain unrecorded lease as evidenced by Short Form Memorandum of Lease, and terms and conditions contained in said Short Form Memorandum of Lease, dated as of February 24,1989, executed between The Mitchell Company and SouthTrust Bank of Middle Tennessee, of record in Book 7799, Page 973, as amended by Modification to Memorandum of Lease of record in Book 7877, Page 341, Register's Office for Davidson County, Tennessee.

Use restrictions set forth in that certain unrecorded lease as evidenced by Memorandum of Lease dated March 27,1989, between The Mitchell Company and KFC National Management Company, of record in



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Book 7824, Page 596, Register's Office for Davidson County, Tennessee.

Use restrictions set forth in that certain unrecorded lease as evidenced by Memorandum of Lease, and terms and conditions contained in said Memorandum of Lease, of record at Book 7862 Page 833 as amended by Amendment to Memorandum of Lease, of record in Book 11099, Page 689; Assignment and Assumption of Lease in Book 11099, Page 702 and Instrument No. 20020815-0098768 and Recognition, Non-Disturbance & Attornment Agreement of record in Instrument No. 20020820-0100698, Register's Office for Davidson County, Tennessee.

Use restrictions set forth in that certain Memorandum of Lease by and between HERITAGE SPE LLC, a Delaware limited liability company, Lessor, and BED BATH & BEYOND INC., a New York corporation, Lessee, dated June 18, 2004, of record as Instrument No. 20040721-0086986, as amended in Instrument No. 20140618-0053047, Register's Office for Davidson County, Tennessee; and use restrictions of the underlying subject lease.

Use restrictions set forth in that certain Memorandum of Lease by and between BRIXMOR OAKWOOD COMMONS, LLC, a Delaware limited liability company, Lessor, and SPECIALTY RETAILERS, INC., a Texas corporation, Lessee, dated February 12, 2015, of record as Instrument No. 20150303-0018477, Register's Office for Davidson County, Tennessee; and the use restrictions set forth in the underlying subject lease.

Use restrictions set forth in that certain Subordination, Non-Disturbance and Attornment Agreement of record as Instrument No. 20180405-0032182, Register's Office for Davidson County, Tennessee; use restrictions set forth in the underlying subject lease.

Use restrictions set forth in that certain Subordination, Non-Disturbance and Attornment Agreement of record as Instrument No. 20180405 0032183, Register's Office for Davidson County, Tennessee; use restrictions set forth in the underlying subject lease.

Use restrictions set forth in that certain Subordination, Non-Disturbance and Attornment Agreement of record as Instrument No. 20180405-0032184, Register's Office for Davidson County, Tennessee; use restrictions set forth in the underlying subject lease.

Use restrictions set forth in that certain Subordination, Non-Disturbance and Attornment Agreement of record as Instrument No. 20180405-0032185, Register's Office for Davidson County, Tennessee; use restrictions set forth in the underlying subject lease.

Use restrictions set forth in that certain Subordination, Non-Disturbance and Attornment Agreement of record as Instrument No. 20180405-0032186, Register's Office for Davidson County, Tennessee; use restrictions set forth in the underlying subject lease.

All matters as shown on plat recorded as Instrument No. 20190225-0016872.

Terms and conditions of unrecorded lease as evidenced by Memorandum of Lease, and terms and conditions contained in said Memorandum of Lease, dated August 30, 2019 and recorded October 08, 2019 as Instrument No. 20191008-0103007.

Landlord's Estoppel Certificate dated August 30, 2019 and recorded October 08, 2019 as Instrument No. 20191008-0103168.



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# True Copy Certification

I, Desiree Rios, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Desiree Rios

Signature

State of New York

County of New York

Personally appeared before me, Erin C. Parker, a notary public for this county and state, Desiree Rios, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Erin C. Parker

Notary's Signature

My Commission Expires: 3/20/2021

Notary' Seal (if on paper)

ERIN C PARKER
Notary Public, State of New York
Reg. No. 01PA6356129
Qualified in Kings County
Commission Expires March 20, 202_1