Karen Johnson Davidson County
Batch# 528205 DEEDWARRSP
12/09/2020 12:48:46 PM 7 pgs
Fees: $38.00 Taxes: $3,848.00
20201209-0143763

SPECIAL WARRANTY DEED

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Clayton Allen Kaiser & Erin Elizabeth Kaiser 4518 Carlton Drive Nashville, Tennessee 37215	Map/Parcel No. 13016002600	Same as New Owner
This instrument prepared by: Bradley Arant Boult Cummings LLP 1600 Division Street, Suite 700, Nashville, TN 37203		

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 which are hereby acknowledged, BRUCE M. JOHNSTON and THERESA K. EGGERS JOHNSTON, as husband and wife (collectively, the "Grantor"), have bargained and sold, and by these presents transfer and convey to CLAYTON ALLEN KAISER and ERIN ELIZABETH KAISER, as husband and wife (collectively, the "Grantee"), Grantee's successors and assigns, the real property described on Schedule 1, attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on Schedule 2, attached hereto and incorporated herein by reference, and the other provisions of this Deed (collectively, the "Permitted Encumbrances").

This is improved property commonly known as 4512 Everett Drive, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the Property, with all the rights, tenements, hereditaments, appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with Grantee, its successors and assigns that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor further covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's 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.

The aforesaid Property is subject to the following restrictive covenant, which shall be a covenant running with the land for the benefit of Grantor and its successor and assigns, and for the benefit of the

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, which is greater, for this transfer is $ 1,040,000.00

Affiant

Subscribed and sworn to before me this 25th day of November, 2020.

Notary Public
My Commission Expires: _____

ASHLEY SCHAD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES MARCH 06, 2024

the "Restrictive Area"). The Restricted Area shall include two (2) separate twelve (12) by twelve (12) foot square areas, the first square being centered on a particular oak tree and the second square being centered on a particular hackberry tree, each tree as identified by the plat of the Property contained in Schedule 3.

Notwithstanding the foregoing, Grantee shall be entitled to use the Restrictive Area to maintain any trees or vegetation contained within the Restrictive Area or for any other activity that is not damaging to the trees contained therein. Provided, however, that in no event shall any improvement be built within the Restrictive Area. Provided, further, that the Restrictive Covenant shall expire upon the death of the last surviving of the two identified trees. If either of the identified trees die from casualty or other natural cause, the Restrictive Covenant shall be amended such that the Restricted Area shall no longer include the square area centered on the deceased tree.

If any provisions of this Deed shall be invalid or unenforceable, the remainder of this Deed (and the application of such provision to persons or circumstances other than in respect of which it was held invalid or unenforceable) shall not be affected thereby. All of the terms, covenants, conditions, restrictions, indemnities and easements set forth in this Deed shall be valid and enforceable to the fullest extent permitted by law, shall run with the land, and shall be binding upon Grantee and its successors and assigns. Grantee acknowledges, for itself and its successors and assigns, that any breach of the Restrictive Covenant will result in irreparable harm to Grantor and Grantor's remedies at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to any other remedies available to Grantor at law or in equity, in the event of any breach or threatened breach of the Restrictive Covenant, Grantor shall be entitled to injunctive relief and Grantor shall not be required to post any bond or other security in connection therewith.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 25th day of November, 2020.

GRANTOR:

Bruce M Johnston

Bruce M. Johnston
an individual resident of the State of Tennessee

THERESA K JOHNSTON
By Bruce M Johnston

Theresa K Johnston,
By: Bruce M. Johnston, Attorney in Fact
an individual resident of the State of Tennessee

ATTY IN FACT

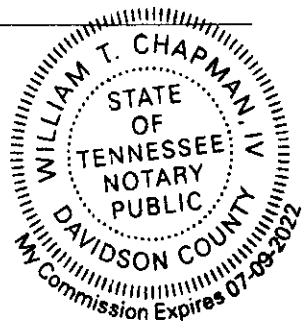
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Bruce M. Johnston with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Attorney-in-Fact for Theresa K. Johnston and that he is authorized by Theresa K. Johnston to execute this instrument on her behalf.

WITNESS my hand, at office, this 25th day of November, 2020.

Notary Public

My Commission Expires: _____



SCHEDULE 1

LEGAL DESCRIPTION OF PROPERTY

Land situated in the 34th Council District of Nashville, Davidson County, Tennessee, lying on the east side of Everett Drive, being the property known as Lot 1A on the Final Plat for the Resubdivision of Lot 1, Johnston Bros. Subdivision of record in Instrument Number 20140724-0065834, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

BEGINNING at an iron pin set in the easterly margin of Everett Drive, said pin being the northwest corner of Bruce M. Johnston property, of record in Instrument Number 20100111-0002664, R.O.D.C., said pin also being the southwest corner of Brian and Lisa Shulman property, of record in Instrument Number 20140818-0074531, R.O.D.C.;

Thence, South 81 degrees 48 minutes 42 seconds East a distance of 33.00 feet to an iron pin set;

Thence, South 08 degrees 11 minutes 18 seconds West, a distance of 27.55 feet to an iron pin set;

Thence, South 81 degrees 48 minutes 42 seconds East, a distance of 263.51 feet to an iron pin set;

Thence, South 11 degrees 16 minutes 36 seconds West, a distance of 253.16 feet to a point;

Thence, North 80 degrees 31 minutes 34 seconds West, a distance of 297.34 feet to a point lying on the eastern margin of Everett Drive;

Thence, with the eastern margin of Everett Drive, North 11 degrees 11 minutes 54 seconds East, a distance of 274.04 to the **POINT OF BEGINNING.**

Containing 75,213 square feet, or 1.73 acres, more or less.

Being part of the property conveyed to Bruce M. Johnston by Instrument Number 20100111-0002664, Register's Office for Davidson County, Tennessee.

Description based on the Final Plat for the Resubdivision of Lot 1, Johnston Bros. Subdivision prepared by Crawford And Cummings, P.C., dated May 7, 2014, job number 09-046.

SCHEDULE 2

PERMITTED ENCUMBRANCES

1. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.

2. Setback requirements and general utility, sewer, and drainage easements of record as of the Binding Agreement Date.

3. Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date.

4. Any covenants provided in this Special Warranty Deed, including the Restrictive Covenant described herein, as more specifically identified in Schedule 3.

SCHEDULE 3

PLAT OF PROPERTY

