Karen Johnson Davidson County
Batch# 689076 DEEDWARRSP
08/02/2021 03:52:30 PM 6 pgs
Fees: $33.00 Taxes: $4,181.00
20210802-0103817

THIS INSTRUMENT PREPARED BY:

Brandi Maiorino, Esq.
Maynard Cooper & Gale, PC
3835 Cleghorn Avenue, Suite 250
Nashville, TN 37215

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $1,130,000.00.

Logan Cass
Affiant

Subscribed and sworn to before me, this 30 day of July, 2021.

Danielle Dunn
Notary Public
My Commission Expires: May 5, 2025

DANIELLE DUNN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

SPECIAL WARRANTY DEED

Address New Owners:	Send Tax Bills To:	Map-Parcel Number(s):
David Vandenbergh and Joseph Claybon PO Box 2144 Hendersonville, TN 37075	New Owners	095-04-0-008.00

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, **KPCD, LLC**, a Tennessee limited liability company, as to an undivided seventy percent (70%) interest, and **TYNER DEVELOPMENT, LLC**, a Tennessee limited liability company, as to an undivided thirty percent (30%) interest, as tenants in common (collectively, "**Grantor**"), have bargained and sold, and do hereby transfer and convey unto **Joseph Claybon,** a resident of the State of Tennessee, as to a fifty percent (50.00%) undivided interest, and **David Vandenbergh** a resident of the State of Tennessee, as to a fifty percent (50.00%) undivided interest, as tenants in common (collectively, "**Grantee**"), Grantee's successors 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 **2510 Lebanon Pike, Nashville, Davidson County, Tennessee 37214.**

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, theirs successors and assigns, forever. Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has good right to convey it, and the same is unencumbered except as set forth on Exhibit B, attached hereto and incorporated herein by reference (the "**Permitted Encumbrances**"). Grantor does further covenant and bind itself, its successors and representatives to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, except as set forth herein, to which this conveyance is expressly made subject.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective for all purposes as of the 30 day of July, 2021.

GRANTOR:

KPCD, LLC, a Tennessee limited liability company

By: KPCD II, LLC, its Sole Member

By: _____
Kenneth Powers, Sole Member

STATE OF TENNESSEE
COUNTY OF Wilson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kenneth Powers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Sole Member of KPCD II, LLC, the Sole Member of KPCD, LLC, the within named bargainor, a Tennessee limited liability company, and that he, on behalf of the company, as Sole Member of the Sole Member of the company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as the Sole Member of the Sole Member of the company.

Witness my hand and seal, at office in Nashville, Tennessee, this the 26 day of July 2021.

_____
NOTARY PUBLIC

My Commission Expires: 10/30/2024

ALLISON B JORDAN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective for all purposes as of the 30 day of July, 2021.

GRANTOR:

Tyner Development, LLC, a Tennessee limited liability company

By: Tyner Management, LLC, its Sole Member

By: _____
Will Tyner, Sole Member

STATE OF TENNESSEE
COUNTY OF Wilson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Will Tyner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Sole Member of Tyner Management, LLC, the Sole Member of Tyner Development, LLC, the within named bargainor, a Tennessee limited liability company, and that he, on behalf of the company, as Sole Member of the Sole Member of the company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as the Sole Member of the Sole Member of the company.

Witness my hand and seal, at office in Nashville, Tennessee, this the 26 day of July 2021.

_____
NOTARY PUBLIC

My Commission Expires: 10/30/2024

ALLISON B JORDAN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

EXHIBIT A

The Property

Land in Davidson County, Tennessee; Being Lot 3 on the Plan of McGavock Pike Kroger, (Donelson Kroger Shopping Center) of record in Instrument No. 200007100067913, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.

Being the same property conveyed to KPCD, LLC, a Tennessee limited liability company, as to an undivided 70% interest and to Tyner Development, LLC, a Tennessee limited liability company, as to an undivided 30% interest, as tenants in common, by Quitclaim Deed from Donelson Corner, LLC, a Tennessee limited liability company, of record in Instrument No. _____202108020103816_____, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
2. All matters as shown on plat of record in Book 4460, Page 116; as amended in Book 4770, Page 479; as further amended in Book 4830, Page 280, and plat of record in Book 5200, page 84 and Instrument No. 200007100067913, Register's Office for Davidson County, Tennessee.
3. Notice of Land Use Restrictions of record in Instrument No. 200910080093611, Register's Office for Davidson County, Tennessee.
4. Reciprocal Easement Agreement of record in Instrument No. 200012010118108; as amended by Amendment to Reciprocal Easement Agreement of record in Instrument No. 200811120112027, Register's Office for Davidson County, Tennessee.
5. Easement for Driveway for ingress and egress easement as set forth in Contract of record in Book 2394, page 65, Register's Office for Davidson County, Tennessee.
6. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4286, page 885, Register's Office for Davidson County, Tennessee.
7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4316, page 139, Register's Office for Davidson County, Tennessee.
8. Easements as set forth in Warranty Deed of record in Book 8505, page 821, Register's Office for Davidson County, Tennessee.
9. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4305, page 831, Register's Office for Davidson County, Tennessee.
10. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4797, page 963, Register's Office for Davidson County, Tennessee.
11. Agreement for Dedication of Public Right-of-Way from Donelson Corner, LLC to The Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 20191003-0101308, Register's Office for Davidson County, Tennessee.
12. Agreement for Dedication of Easement for Water Service Line from Donelson Corner, LLC to Kroger Limited Partnership I, of record in Instrument No. 20200331-0034677, Register's Office for Davidson County, Tennessee.
13. Rights of parties in possession not shown by the Public Record.

True Copy Certification

I, Matt Foster, 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 on July 30, 2021.

Signature

Date: July 30, 2021

State of Tennessee

County of Davidson

Personally appeared before me, Jennifer DiPerna, a notary public for this county and state, Matt Foster who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 01/08/2024
Notary Seal

