This Instrument prepared by:
Honigman LLP
Attn: Jeffrey S. Horowitz, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

Karen Johnson Davidson County
Batch# 726331 DEEDWARRSP
09/29/2021 11:38:30 AM 6 pgs
Fees: $33.00 Taxes: $5,017.72
20210929-0130979

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THIS INDENTURE, made and entered into this **20th** day of **September, 2021**, between **MAT REAL ESTATE LLC,** a Kentucky limited liability company, having an address of 301 East Market Street, Suite 301, Louisville, Kentucky 40202, party of the first part, and **AGREE CONVENIENCE NO. 1, LLC**, a Delaware limited liability company, having an address at 70 E. Long Lake Road, Bloomfield Hills, Michigan 48304, party of the second part,

WITNESSETH: That for and in consideration of the sum of ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED FORTY AND 00/100 ($1,356,140.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the real estate situated and being in the City of Madison, County of Davidson, State of Tennessee, together with the buildings, fixtures and improvements thereon, legally described on **Exhibit A** attached hereto, together with all the appurtenances and hereditaments thereto (the "**Premises**"), subject only to those matters set forth on **Exhibit B** attached hereto and made a part hereof (the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD, all and singular, the Premises to the party of the second part, their successors and assigns to their own use forever.

The said party of the first part does hereby covenant with the party of the second part that it is the lawful owner in fee of the Premises, and that it has good right to sell and convey the same; and that the party of the first part will warrant and defend the same against all claims and demands of the party of the first part, but against none other, subject to the matters above set forth.

Whenever the word "party" is used herein, it shall mean "parties" if there is more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officer as of this **20th** day of **September, 2021**.

MAT REAL ESTATE LLC, a Kentucky limited liability company

By: _____
Matthew A. Thornton, Manager

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, an officer duly authorized to take acknowledgments, personally appeared Matthew A. Thornton, known to me to be the person described herein and who, as Manager of MAT Real Estate LLC, executed the foregoing instrument on behalf of MAT Real Estate LLC; and has acknowledged before me that this act was done by authority of MAT Real Estate LLC for the uses and purposes set forth in the instrument; and that the foregoing instrument is the free act and deed of MAT Real Estate LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 17th day of September, 2021.

Lauren Leonhardt
Notary Public
Notary Identification Number: KYNP41871

Commission Expires: March 5, 2024

****

(FOR RECORDING DATA ONLY)

Property Address:
317 Myatt Drive
Municipal Jurisdiction: Madison

New Property Owner:

AGREE CONVENIENCE NO. 1, LLC,
a Delaware limited liability company
70 E. Long Lake Road, Bloomfield Hills, Michigan 48304

Ward, Block & Parcel Number:
Parcel ID: 043-07-0-069.00
043-07-0-070.00

Mail tax bills to: (Person or Agency responsible for payment of taxes)

AGREE CONVENIENCE NO. 1, LLC
70 E. Long Lake Road, Bloomfield Hills, Michigan 48304

This instrument prepared by:

Honigman LLP
Attn: Jeffrey S. Horowitz, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

Return to:

Honigman LLP
Attn: Jeffrey S. Horowitz, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

State of Arizona
County of Maricopa

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,356,140.00.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation

Brandon Shepherd

Sworn to and subscribed to before me this 20th day of September, 2021.

Carrie Peterson
Notary Public

My commission expires:
11/09/22

CARRIE PETERSON
Notary Public - Arizona
Maricopa Co. / #554606
Expires 11/09/2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

TRACT 1

Land in Davidson County, Tennessee, being Lot No. 31 on the Plan of Archwood Acres, Section 2 as of record in Book 2331, page 12, Register's Office of Davidson County, described as follows:

BEGINNING on the easterly margin of Myatt Drive at the corner of Lots Nos. 30 and 31 with the line between said two lots eastwardly 296.62 feet, thence north 1 deg. 31' west 99.62 feet to the corner of Lots Nos. 31 and 33, thence with the line between said two lots northwestwardly 96.73 feet to the corner of Lots Nos. 31, 32 and 33 thence with the line between said Lots Nos. 31 and 32 westwardly 208' to the easterly margin of Myatt Drive, thence with the same southwardly 150 feet to the beginning.

Included within said description but expressly excluded from this conveyance is the tract or parcel of land described as follows:

BEGINNING at a point in the present Easterly right-of-way line of Myatt Drive at the Northwest corner of the Brown Lands, thence Easterly along the Northerly line of the Brown Lands, 10 feet to the new proposed Easterly right-of-way line of Myatt Drive, thence Southerly along the new proposed right-of-way line of Matt Drive, 150 feet to a point in the Southerly property line of the Brown Lands, thence Easterly along the Southerly property line of the Brown Lands, 10 feet to Brown's Southwest corner, the same being in the present Easterly right-of-way line of Myatt Drive; thence Northerly along the present right-of-way line of Myatt Drive, 15 feet to the point of beginning and containing 1500 square feet.

TRACT 2

Land in Davidson County, Tennessee, being a portion of Lot No. 32 on the Plan of Archwood Acres Subdivision, Section 2, as of record in Plat Book 2331, page 12, Register's Office for Davidson County, Tennessee, described according to a survey made by Gaffron & Jeffers and dated October 18, 1979, as follows:

Beginning at a point in the southerly margin of Anderson Lane said point being at the common corner of Lot Number 33, thence in a westerly direction 153.83 feet to a point, thence around a curve 48.98 feet to a point; thence in a southerly direction 166.17 feet to a point said point being at the common corner of Lot Number 31; thence in an easterly direction 198.00 feet to a point; thence in a northerly direction 206.88 feet to the point of beginning.

Tracts 1 and 2 being the same property conveyed to MAT Real Estate, LLC, a Kentucky limited liability company by Warranty deed of record in Instrument No. 20080306-0022722, Register's Office for Davidson County, Tennessee.

Parcel Nos.: 043-07-0-069.00
043-07-0-070.00

Commonly Known As: 317 Myatt Drive, Madison, Tennessee 37115

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real estate taxes for the year 2021, a lien not yet due and payable.

2. Subject to all matters shown on the Plan of record in Plat Book 2331, Page 12, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 5192, Page 345 in the Register's Office for Davidson County, Tennessee.

4. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument Number 20071226-0147034, in the Register's Office for Davidson County, Tennessee.

5. Terms, provisions, and conditions contained in that certain Ground Lease dated March 4, 2008, by and between MAT Real Estate LLC, as lessor, and Thorntons, Inc., as lessee, as evidenced by that certain Memorandum of Ground Lease recorded March 6, 2008 in Instrument Number 20080306-0022723, in the Register's Office for Davidson County, Tennessee. Lessee's interest is as a lessee only, with no currently exercisable option, right of first refusal, right of first offer or other preferential right to purchase all or any portion of the Land.

6. Encroachment to Easement recorded as Instrument Number 20080324-0029077, in the Register's Office for Davidson County, Tennessee.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps, and Appurtenances recorded as Instrument Number 2.0080401-0032396 in the Register's Office for Davidson County, Tennessee.

8. Inspection and Maintenance Agreement for Private Stormwater Management Facilities recorded as Instrument Number 20081231-0123908, in the Register's Office for Davidson County, Tennessee.

9. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances recorded as Instrument Number 20090130-0007980 in the Register's Office for Davidson County, Tennessee.

10. Agreement for Dedication of Easement for the Purpose of Public Street Right-of-Way recorded as Instrument Number 20090224-0016163 in the Register's Office for Davidson County, Tennessee.

11. Matters that would be shown on an accurate ALTA/NSPS Land Title Survey of the Premises.

Tennessee Certification of Electronic Document

I, Will Rogers, 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 September 20, 2021 (date of document).

Affiant Signature

September 20, 2021

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 20th day of September, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY