Karen Johnson Davidson County
Batch# 787794 DEEDWARRSP
01/11/2022 03:21:38 PM 3 pgs
Fees: $18.00 Taxes: $13,053.08
20220111-0003713

THIS INSTRUMENT PREPARED BY:
ELIZABETH RYDER SYKES
320 SEVEN SPRINGS WAY
BRENTWOOD, TN 37027

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NUMBER(S):
Tutera TN Car Wash (Old Hickory), L.L.C. 7611 STATE LINE ROAD, SUITE 301 KANSAS CITY, MO 64114	**Tutera TN Car Wash (Old Hickory), L.L.C.** 7611 STATE LINE ROAD, SUITE 301 KANSAS CITY, MO 64114	162 00 0 252.00

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, **David R. Smith, Trustee of the David R. Smith Revocable Living Trust dated September 20, 2004** ("Grantor"), has bargained and sold, and herby transfers and conveys, to **Tutera TN Car Wash (Old Hickory), L.L.C.,** a Missouri limited liability company, and its successors and assigns ("Grantee"), certain real property in Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Hickory Bell Retail of record in Plat Book 9700, page 577, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to David R. Smith, Trustee of the David R. Smith Revocable Living Trust dated September 20, 2004, by Quitclaim Deed of record as Instrument No. 20040930-0117860 in the Register's Office for Davidson County, Tennessee.

This is improved property known as 14965 Old Hickory Boulevard, Nashville, Tennessee.

This conveyance is made and accepted subject to the encumbrances listed on Exhibit A attached hereto (collectively the "Permitted Encumbrances").

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns, forever; and Grantor does hereby warrant to forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through or under the Grantor, but against none other, subject, however, to the Permitted Encumbrances.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Special Warranty Deed on the 30th day of December, 2021.

GRANTOR:

The David R. Smith Revocable Living Trust dated September 20, 2004

By: _____
David R. Smith, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public having authority within the State and county aforesaid, David R. Smith, Trustee of the David R. Smith Revocable Living Trust dated September 20, 2004, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument as Trustee of the David R. Smith Revocable Living Trust for the purposes therein contained.

WITNESS my hand, at office, this 30th day of December, 2021.

_____
Notary Public

My Commission Expires: _____

ELIZABETH RYDER SYKES NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires 10-02-2023

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property transferred (whichever is greater) is **$3,527,860.00**.

_____
Affiant

Sworn to and subscribed before me this 30th day of December, 2021.

_____
Notary Public

My Commission Expires: _____

ELIZABETH RYDER SYKES NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires 10-02-2023

EXHIBIT A

PERMITTED ENCUMBRANCES

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

2. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

3. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.

4. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann § 67-5-603, et seq.

5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of HICKORY BELL RETAIL, as recorded in Book 9700, Page(s) 577.
6. Easement for transmission line, recorded in Book 2344, Page 7, and Book 2344, Page 10.

7. Easement for guy anchor, recorded in Book 3879, Page 636, and Book 5858, Page 254.

8. Easement for electric line, recorded in Book 5305, Page 423, and Book 5329, Page 661.

9. Easement for right of way, recorded in Book 7855, Page 57.

10. Easement for ingress, egress, parking and utilities, recorded in Book 10775, Page 790.

11. Stormwater Detention Agreement of record in Book 10770, Page 965.

12. Agreed Order of record in Book 11593, Page 259.

All of the recording information contained herein refers to the Public Records of Davidson County, Tennessee, unless otherwise indicated. Any reference herein to an Instrument Number, and/or Book and Page is a reference to the Official Record Books in the Register's Office of said county, unless indicated to the contrary.

Record and Return To:
COMMERCE TITLE & ESCROW, LLC
513 3rd Avenue South
Nashville, TN 37210
File No.: Com-21-14965