21-1-724

Register Return To:
Land Title South, Inc.
3326 Aspen Grove Drive
Suite 400
Franklin, TN 37067

Karen Johnson Davidson County
Batch# 816921 DEEDWARRSP
03/07/2022 03:14:47 PM 5 pgs
Fees: $28.00 Taxes: $25,278.25
20220307-0025828

ADDRESS NEW OWNER:	MAP/PARCEL	SEND TAX BILLS TO:
Schreiner Development Knoxville, LLC 116 Jefferson Street South, Suite 204 Huntsville, Alabama 35801	11711000750 11711006000	Same as New Owner
This instrument prepared by: Suzanne D. Currie, Esq., Wilmer & Lee, P.A., 100 Washington Street, Huntsville, Alabama 35801		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **TENNESSEE CVS PHARMACY, L.L.C.**, a Tennessee limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island 02895 ("**Grantor**"), by these presents hereby sells, assigns, transfers and conveys to **SCHREINER DEVELOPMENT KNOXVILLE, LLC**, an Alabama limited liability company, having its office at 116 Jefferson Street South, Suite 204, Huntsville, Alabama 35801 ("**Grantee**"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain land in Davidson County, Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "**Property**").

The conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those permitted encumbrances set forth on Exhibit B attached hereto and incorporated herein by reference.

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

Grantor covenants with Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein and except for appliable zoning and building regulations. Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor. All warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the 15 day of February, 2022.

Tennessee CVS Pharmacy, L.L.C.,
a Tennessee limited liability company

By: _____
Name: Toni A. Motta
Title: Assistant Secretary

CVS Legal Approval:

Andrew A. Dean, Esq.,
Cooper Cargill Chant, P.A.

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TONI A MOTTA, the Assistant Secretary of Tennessee CVS Pharmacy, L.L.C., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he executed the same as her/his free act and deed and as the free act and deed of Tennessee CVS Pharmacy, L.L.C. on the day the same bears date.

Given under my hand and official seal this the 15th day of February, 2022.

_____
Notary Public

AFFIX SEAL

My commission expires: 6/27/2025

Gail L Beaulieu
Notary Public 28998
State of Rhode Island
My Comm. Expires 06/27/2025

Gail L. Beaulieu
Notary Public
State of Rhode Island

AFFIDAVIT OF CONSIDERATION

The actual consideration for this transfer is **$6,831,958.22.00**.

TENNESSEE CVS PHARMACY, L.L.C.,
a Tennessee limited liability company

By: _____
Name: Toni A. Motta
Title: Assistant Secretary

CVS Legal Approval:

Andrew A. Dean, Esq.,
Cooper Cargill Chant, P.A.

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Toni A Motta, the Assistant Secretary of Tennessee CVS Pharmacy, L.L.C., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he executed the same as her/his free act and deed and as the free act and deed of Tennessee CVS Pharmacy, L.L.C. on the day the same bears date.

Given under my hand and official seal this the 15th day of February, 2022.

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Notary Public

AFFIX SEAL

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Gail L Beaulieu
Notary Public 28998
State of Rhode Island
My Comm. Expires 06/27/2025

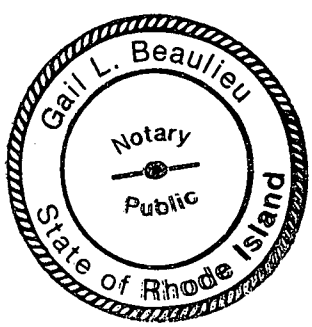


Exhibit A

Said real estate is located in Davidson County, Tennessee, and is more particularly described as follows:

Tract I

Land in Davidson County, Tennessee being Lots Nos. 1 and 2 of Block "E" on the Plan of Hillsboro Views Development Company's Subdivision, of record in Plat Book 974, pages 64 and 65, Register's Office for Davidson County, Tennessee.

Said Lot Nos. 1 and 2 front together 100.95 feet on the westerly side of Hillsboro Road and run back 163.9 feet to the northerly line and 140 feet on the southerly line, with the northerly margin of Crestmoor Road, formerly Henry Avenue, to an alley, measuring 98 feet thereon.

Tract II

Land in Davidson County, Tennessee being Lot No. 1 and the East 20 feet of Lot No. 2, Block "A" on the Map of Hillsboro Views Development Company's Subdivision, of record in Plat Book 974, pages 64 and 65, Register's Office for Davidson County, Tennessee.

Said Lot No. 1 fronts 60 feet on the north side of Crestmoor Road, formerly Henry Avenue, and runs back between parallel lines, along the westerly margin of an alley, 170 feet to a 5 foot reserved strip. Said part of Lot No. 2 adjoins said Lot No. 1 and fronts 20 feet on the north side of Crestmoor Road, formerly Henry Avenue, and runs back between parallel lines 175 feet to a dead line.

Being the same property conveyed to 3715 Hillsboro Holdings, LLC by Quitclaim Deed of record at Instrument Number 20140707-0059200, in the Register's Office of Davidson County, Tennessee.

Exhibit B
(Permitted Encumbrances)

1. Subject to all matters shown on the plat of Hillsboro Views Development Company's Subdivision in the 7th district of record in Book 974, page 64 & 65, Register's Office for Davidson County, Tennessee. (All Tracts)

2. Taxes, dues and assessments for the year 2022 and future years are liens not currently due or payable, plus any penalties and interest which may accrue.

3.Subject to Ordinance for Metro Government of record in BL2017-590, as amended by Amendment No. 1 to BL2017-590.

4. 30 Foot Utility Line Agreement of record in Instrument No. 20210929-0130958, Register's Office for Davidson County, Tennessee.

5. Survey No. 20164 dated July 22, 2020, and prepared by Regis T. Storch, Jr., TNRLS#2138 of Milestone Land Surveying, Inc. indicates the following: (a) Corners of Building to North on northerly line (Parcel 1) (b) Corners of Building to North on northerly line (Fee Simple)

6. Restrictive Covenants as set forth in Book 1809, page 419, Register's Office for Davidson County, Tennessee. (Leasehold)

7. Memorandum of Development Agreement between Seong Hyun Park and Jennifer Park (formerly known as Young Sook Park) and Tennessee CVS Pharmacy, LLC of record in Instrument No. 20200416-0040179, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject unrecorded Development Agreement.

8. Ingress/Egress Easement from Tennessee CVS Pharmacy, L.L.C to access Park property of record in Instrument No.20220228-0022630, Register's Office for Davidson County, Tennessee.

9. Ingress/Egress Easement from Tennessee CVS Pharmacy, L.L.C. to Calvary Methodist Church of record in Instrument No. 20220228-0022629, Register's Office for Davidson County, Tennessee.

10. Subject to Easement for storm water line contained within former Alley #1715, and terms and conditions of Ordinance Nos. BL2017-590, BL2018-1136, BL 2018-1137 and BL2020-451.

11. Memorandum of Lease between Schreiner Development Knoxville, LLC, and Tennessee CVS Pharmacy, L.L.C, dated February 17, 2022.

12. Subordination, Non-Disturbance and Attornment Agreement between Tennessee CVS Pharmacy, L.L.C., Schreiner Development Knoxville, LLC, and First Commerce Bank.