Karen Johnson Davidson County
Batch# 823378 DEEDQC
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Fees: $22.00 Taxes: $0.00
20220316-0030789

This Instrument Prepared By:
John M. McDonald
Evans, Jones & Reynolds, P.C.
401 Commerce Street, Suite 710
Nashville, TN 37219

QUITCLAIM DEED

Address of New Owner:	Send Tax Bill To:	Parcel ID Number:
Hanna E. Tipton and Tyler M. Tipton 5242 Lysander Lane Brentwood, TN 37027	Hanna E. Tipton and Tyler M. Tipton 5242 Lysander Lane Brentwood, TN 37027	Map 155 Parcel 291

This instrument prepared from information supplied by the parties, for which preparer assumes no responsibility. Preparer of this instrument makes no representations as to the title of the property described herein.

FOR AND IN CONSIDERATION of One and No/100 Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Rhonda M. West (being one and the same as Rhonda Lynn Mungovan West)** as Grantor, by these presents does hereby quitclaim and convey unto **Hanna E. Tipton** and **Tyler M. Tipton**, as husband and wife, as Grantees, all of her right, title and interest in and to a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), and more fully described on Exhibit "A" hereto.

This conveyance is made subject to (1) the option and right of first refusal as further described in Exhibit "B" attached hereto, which shall run with the Property, (2) all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record; and (3) any and all applicable governmental and/or zoning regulations.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this 10th day of March, 2022.

Rhonda M West
RHONDA M. WEST

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Susan N. Joynt, a Notary Public in and for said County, **Rhonda M. West**, with whom I am personally acquainted (or proved to me on satisfactory basis) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 10 day of March, 2022.

Susan N. Joynt
Notary Public

My Commission Expires: 1-3-23

SUSAN N. JOYNT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or true value of this transfer is $0.00.

Rhonda M West
RHONDA M. WEST

Subscribed and sworn to before me, this 10 day of March, 2022.

Susan N. Joynt
Notary Public

My Commission Expires: 1-3-23

SUSAN N. JOYNT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

1153100.010.sm.Proposed Quitclaim Deed - 3 acre Portion

EXHIBIT "A"

That certain tract or parcel of land in Davidson County, State of Tennessee, and more particularly described as follows, to wit:

Being a tract of land as shown on property Map 155, Assessor's Office and Lying on McCrory Lane in Davidson County, Nashville, Tennessee, bounded in General by McCrory Lane on the East; Charles R. Mungovan, Sr. remainder on the South and West; Charles R. Mungovan, Sr. Estate Tract 1 on the North, more particularly described as follows:

Beginning at an iron pin set on the West side of McCrory lane (30' from the center), located N 07 degree 35' 48" E. 232.17' from an iron pin, the Northeast corner of the State of Tennessee (Nathez Trace Parkway) (Ref. Deed book 9310 page 498 R.O.D.C.), thence leaving McCrory Lane and with 2 new lines N70 degree 52'53"W 843.04' to an iron pin set; thence N 20 degree 42'27"W 191.34' to an iron pin set, the Southwest corner of Charles R. Mungovan, Sr. Estate Tract 1; thence with the South Line of said Tract 1, S 70 degree 52'53"E 935.50' to an iron pin set on the West side of McCrory Lane; thence leaving Tract 1, S 70 degree 52'53"E 935.50' to an iron pin set on the West side of McCrory Lane; thence leaving Tract 1 and with the West side of McCrory Lane; thence leaving Tract 1 and with the West side of McCrory Lane with a curve to the right having the following characteristics:

Delta=00 degree 57' 54"; Radius=925.00'; Arc=15.58"; Tangent=7.79'; Chord=S 07 degree 06'51" W 15.58' to an iron pin set; thence S 07 degree 35'48"W 134.42' to the point of beginning containing 3.00 acres, more or less and being a portion of the Charles R. Mungovan, Sr. property as recorded in instrument #199912070 Page 300724 (Grantor Mary E. Smith) Register's Office, according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7376 Walker Road, Fairview, Tennessee 37062 and Dated April 15, 2005.

BEING the same property conveyed to Rhonda Lynn Mungovan West from John Schick by Deed dated the 9th day of March, 2017 and of record as Instrument No. 20170316-0025595, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

The following terms shall govern the option and right of first refusal referenced in the Deed:

(1) At any time following the divorce of the Grantees, Grantor or her heirs and assigns [each a "Purchaser" and collectively the "Purchasers" for purposes of this clause (1) and clause (3)] shall have the right and option to purchase the Property for its Fair Market Value [as defined in clause (3) below] payable in cash at closing. Purchasers may exercise their rights under this clause (1) by making a written offer to the Grantees for the sale of not less than the entire interest in the Property to Purchasers. In the case there is more than one Purchaser, their right to purchase the Property pursuant to this clause shall be allocated among them so that they may purchase fractional interests in the Property pro rata or as they may otherwise agree. The closing of the purchase of the Property pursuant to this clause (1) shall occur within ninety (90) days of exercise of the option at such location as the Purchasers may select.

(2) If the Grantees enter into a binding agreement to transfer or sell the Property to a third party, then the Grantor or her heirs and assigns [each a "Purchaser" and collectively the "Purchasers" for purposes of this clause (2)], shall be notified immediately of such offer and shall have a right of first refusal to buy the Property at the same price and on the same terms as set forth in the binding offer. Purchasers may exercise their rights under this clause (2) by making a written offer to the Grantees for the sale of not less than the entire interest in the Property to Purchasers. In the case there is more than one Purchaser, their right to purchase the Property pursuant to this clause shall be allocated among them so that they may purchase fractional interests in the Property pro rata or as they may otherwise agree. The closing of the purchase of the Property pursuant to this clause (2) shall occur within thirty (30) days of exercise of the option at such location as the Purchasers may select. In the case that as a result of a bankruptcy-related event, the Property is to be sold by a trustee, receiver, conservator, liquidator or guardian, the Purchasers shall have right to purchase the Property in the same manner provided in the preceding sentences of this clause (2) and may purchase the Property at the same price and on the same terms as the Property is proposed to be sold by such trustee, receiver, conservator, liquidator or guardian.

(3) "Fair Market Value" means the fair market value of the Property as determined in accordance with the procedures set forth in this clause (3). The parties to a sale transaction shall commence negotiation of the fair market value of the Property upon receipt of the relevant notice. If the parties agree after good faith negotiations to a fair market value of the Property within fifteen (15) days after receipt of the relevant notice, such agreed value shall be binding on the parties and shall determine the Fair Market Value of the Property. If the parties do not agree, after good faith negotiations, within fifteen (15) days after receipt of the relevant notice, the Purchasers shall select an independent appraiser (i.e., not affiliated with Purchasers, or their respective affiliates), who shall be an M.A.I. appraiser or its equivalent licensed by the State of Tennessee to perform residential appraisals. The appraiser shall, within thirty (30) days, investigate the Property's fair market value as of the date of receipt of the relevant notice and shall submit a notice of an appraisal of that fair market value to each Party. The cost of the appointed appraisal shall be shared equally by the Parties to the transaction.