Karen Johnson Davidson County
Batch# 993105 DEEDWARRSP
04/18/2023 10:33:30 AM 6 pgs
Fees: $33.00 Taxes: $29,970.00
20230418-0028400

THIS INSTRUMENT PREPARED BY:
Alison Woodrow, Esq.
Hartman Simons & Wood LLP
400 Interstate North Pkwy, SE, Suite 600
Atlanta, Georgia 30339

AFTER RECORDING RETURN TO:
Stewart Title Guaranty Company
5901 Peachtree Dunwoody Rd., Suite B-540
Atlanta, GA 30328
Attn: Regina Yoho - 1925529

Tax Parcel No. 026-14-0-045.00

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Mohamed Abdel-Khalik c/o Hoffman Body Shop 650 East Old Hickory Highway Madison, TN 37115	026-14-0-045.00	Mohamed Abdel-Khalik c/o Hoffman Body Shop 650 East Old Hickory Highway Madison, TN 37115
This instrument prepared by: Hartman Simons & Wood LLP, 400 Interstate North Parkway SE, Suite 600 Atlanta, Georgia 30339		

SPECIAL WARRANTY DEED

IN CONSIDERATION of One Dollar ($1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **KDI RIVERGATE CENTER, LLC**, a Georgia limited liability company ("Grantor"), does hereby sell, transfer and convey unto **MOHAMED ABDEL-KHALIK**, a married resident of the State of Tennessee ("Grantee"), certain real property located in Davidson County, Tennessee, more particularly described on **Exhibit "A"** attached hereto and made a part hereof. This conveyance is subject to the matters set forth on **Exhibit "B"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property unto Grantee, its successors and assigns, forever in fee simple.

Grantor covenants that it is lawfully seized and possessed of said real property; that it has full power and lawful authority to sell and convey same; and the Grantor will forever warrant and defend the title to the real property herein conveyed against all persons claiming the same from, through or under it, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 17th day of April, 2023.

KDI RIVERGATE CENTER, LLC, a Georgia limited liability company

By: KDI HENDON HOLDING COMPANY, LLC, a Georgia limited liability company, its Sole Member

By: HENDON THREE MALL HOLDING, LLC, a Georgia limited liability company, its Manager

By: _____
J. Charles Hendon, Jr., Managing Member

STATE OF Georgia
COUNTY OF Fulton

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared J. Charles Hendon, Jr., with whom I am personally acquainted and who upon his oath acknowledged himself to be the Managing Member of Hendon Three Mall Holding, LLC, a Georgia limited liability company, the Manager of KDI Hendon Holding Company, LLC, a Georgia limited liability company, Sole Member of KDI Rivergate Center, LLC, a Georgia limited liability company, the within named bargainor, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of KDI Rivergate Center, LLC, by the said J. Charles Hendon, Jr. as Managing Member of Hendon Three Mall Holding, LLC, being the Manager of KDI Hendon Holding Company, LLC, being the Sole Member of KDI Rivergate Center, LLC.

Witness my hand seal at office this 10th day of April, 2023.

Roxanne S Payne
Notary Public

My Commission Expires: 3/16/26

Roxanne S Payne
My Commission Expires
March 16, 2026
NOTARY
PUBLIC
GEORGIA
DOUGLAS COUNTY

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STATE OF TN
COUNTY OF DAVIDSON

The actual consideration or value, which is greater, for this transfer is $8,100,000.00.

Affiant, Mohamed Abdel-Khalik

Subscribed and sworn to before me this 14 day of APR 2023.

Notary Public
My Commission Expires: _____

PAUL HINMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-06-2024

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EXHIBIT A
Legal Description

BEING LAND IN NASHVILLE, SECOND CIVIL DISTRICT, TENTH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, LOCATED NORTH OF GALLATIN PIKE AND WEST OF CONFERENCE DRIVE AND BEING A PORTION OF LOT 1 AS SHOWN ON THE FIRST REVISION, SECTION ONE, RIVERGATE EAST OF RECORD IN PLAT BOOK 6900, PAGE 334 R.O.D.C. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON PIN AT THE NORTHERLY TERMINUS OF A CURVE RETURN OF THE NORTHWESTERLY INTERSECTION OF GALLATIN PIKE AND CONFERENCE DRIVE;

THENCE, ALONG SAID CURVE, 39.27 FEET TO A NEW IRON PIN IN THE NORTHERLY RIGHT-OF-WAY LINE OF GALLATIN PIKE, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, A TANGENT OF 25.00 FEET AND A CHORD OF S05°09'56"W, 35.36 FEET;

THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND WITH THE SOUTHERLY LINE OF SAID LOT 1, S50°09'56"W, 288.93 FEET TO A NEW IRON PIN;

THENCE, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND CONTINUING WITH THE SOUTHERLY LINE OF SAID LOT 1 AND WITH A NORTHERLY LINE OF PROPERTY CONVEYED TO NASHLAND ASSOCIATES BY DEED OF RECORD IN BOOK 6321, PAGE 99 R.O.D.C. THE FOLLOWING CALLS:

N39°50'04"W, 91.67 FEET TO A NEW IRON PIN AT THE BEGINNING OF A CURVE TO THE LEFT; ALONG SAID CURVE TO THE LEFT, 165.44 FEET TO A NEW IRON PIN, SAID CURVE HAVING A CENTRAL ANGLE OF 75°49'56", A RADIUS OF 125.00 FEET, A TANGENT OF 97.37 FEET AND A CHORD OF N77°45'02"W, 153.53 FEET; S64°20'W, 205.22 FEET TO A NEW IRON PIN AT THE BEGINNING OF A CURVE TO THE RIGHT; ALONG SAID CURVE TO THE RIGHT, 8.13 FEET TO A NEW IRON PIN IN THE WESTERLY LINE OF SAID LOT 1, SAID CURVE HAVING A CENTRAL ANGLE OF 93°10'19", A RADIUS OF 5.00 FEET, A TANGENT OF 5.29 FEET AND A CHORD OF N69°04'50"W, 7.29 FEET;

THENCE, ALONG THE WESTERLY LINE OF SAID LOT 1 AND WITH THE EASTERLY LINE OF SAID NASHLAND PROPERTY, N22°29'41"W, 148.72 FEET TO A NEW IRON PIN IN THE SOUTHERLY BOUNDARY OF LOT NO. 2; THENCE, WITH SAID SOUTHERLY BOUNDARY N64°20'E, 172.85 FEET TO A NEW IRON PIN IN THE EASTERLY BOUNDARY OF SAID LOT NO. 2; THENCE, WITH SAID EASTERLY BOUNDARY THE FOLLOWING CALLS: N07°48'E, 280.58 FEET TO A NEW IRON PIN; S82°12'E, 18.00 FEET TO A NEW IRON PIN; N07°48'E, 145.00 FEET TO A NEW IRON PIN; N54° 05'E, 58.16 FEET TO A NEW IRON PIN; N07°48'E, 278.79 FEET TO A NEW IRON PIN IN THE WESTERLY RIGHT-OF-WAY LINE OF CONFERENCE DRIVE;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS: S27°58'08"E, 54.54 FEET TO A NEW IRON PIN; S 25°40'E, 703.45 FEET TO A NEW IRON PIN AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE, ALONG SAID CURVE TO THE LEFT, 66.76 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A CENTRAL ANGLE OF 14°10'04", A RADIUS OF 270.00 FEET, A TANGENT OF 33.55 FEET AND A CHORD OF S32° 45'02"E, 66.59 FEET.

CONTAINING 285,466 SQUARE FEET, OR 6.55 ACRES, MORE OR LESS.

Being the same property conveyed to KDI Rivergate Center, LLC, a Georgia Limited Liability Company by Warranty Deed from The Village at Rivergate Limited Partnership, a Delaware Limited Partnership, dated 08/30/2013, of record in Instrument 201309050093838, Register's Office for Davidson County, Tennessee.

EXHIBIT B
Permitted Exceptions

1. Taxes for 2023 and subsequent years, a lien not yet due and payable.
2. All matters shown on the plat of record in Plat Book 6900, Page 334, in the Register's Office for Davidson County, Tennessee.
3. Clearance Permit including terms and conditions thereof as recorded in Book 986, Page 330.
4. Clearance Permit including terms and conditions thereof as recorded in Book 986, Page 336.
5. Water Line Agreement including terms and conditions thereof as recorded in Book 5305, Page 800. Assignment and Assumption of Water Line Agreement including terms and conditions thereof as recorded in Book 6321, Page 178.
6. Easement Agreement including terms and conditions thereof as recorded in Book 5581, Page 1.
7. Reciprocal Easement Agreement including terms and conditions thereof as recorded in Book 5581, Page 20. First Amendment to Reciprocal Easement Agreement as recorded in Book 7185, Page 125. Re-Recorded First Amendment to Reciprocal Easement Agreement as recorded in Book 7297, Page 105. Second Amendment to Reciprocal Easement Agreement as recorded in Instrument 201210090092585. Third Amendment to Reciprocal Easement as recorded in Instrument 201210090092586.
8. Easements as set forth in the Instrument of record in Book 6321, Page 61, and Book 6321, Page 79. Register's Office for Davidson County, Tennessee.
9. Restrictions as contained in Book 4560, Page 515. Register's Office for Davidson County, Tennessee.
10. Matters disclosed by ALTA/ACSM Land Title Survey, dated July 2, 2013, last revised and updated August 26, 2013, prepared by Berge Waggoner Sumner & Cannon, Inc., under the certification and seal of Judy L. Judson, Registered Land Surveyor No. 1935.
11. Rights of others under the terms and conditions contained in the Memorandum of Lease of record in Instrument No. 201205070039511, Rights of others under the terms and conditions contained in the Notice of Assignment and Assumption of Leases of record in Instrument 201309050093840, Register's Office for Davidson County, Tennessee.
12. Subject to the rights of the public in and to that part of the insured premises lying within Gallatin Pike, as much as therein may lie.

CERTIFICATE OF AUTHENTICITY

I, Regina Yoho do hereby make oath that I am a ~~licensed attorney and/or~~ 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 Tennessee.

Regina Yoho
Affiant
Date: 4/18/2023

STATE OF ~~TENNESSEE~~ Georgia
COUNTY OF Fulton

Sworn to and subscribed before me this 18 day of April, 2023

Notary Public

My Commission Expires: May 24, 2025

