1st

This Instrument Prepared By:
Kerrick Bachert PSC
Scott A. Bachert
1025 State Street
Bowling Green, Kentucky 42101
TN Bar No. 015296

Karen Johnson Davidson County
Batch# 993369 DEEDWARRSP
04/19/2023 10:19:30 AM 9 pgs
Fees: $48.00 Taxes: $4,255.00
20230419-0028727

ADDRESS NEW OWNER:
Donelson Cheetah, LLC
941 US 31-W Bypass
Bowling Green, KY 42102

SEND TAX BILL TO:
New Owner

MAP PARCEL:
096-13-0-185.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and no cents ($10.00), cash in hand paid by the hereinafter named, GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, **DAVID G. PATTERSON, JR.** and **ERIC LOWMAN**, hereinafter called the GRANTORS, have bargained and sold, and by these presents, do hereby transfer and convey unto **DONELSON CHEETAH, LLC**, a Kentucky limited liability company, hereinafter called the GRANTEE, its representatives and assigns, that certain tract or parcel of land located at 510 Donelson Pike, Nashville, Davidson County, State of Tennessee, described as follows, to-wit:

> Tract or parcel of land located in the Fifteenth (15th) Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being all of Lot 1 as shown on the Plan of Parrish Commercial Park, Section II of record in Book 5190, Page 13, Register's Office for Davidson County, (R. O. D. C.) Tennessee, and being more particularly described as follows:
>
> Beginning at an iron pin (old) on the Westerly right of way margin of Donelson Pike, an 80 foot right of way; said in being situated Southerly, 266.55 feet, more or less, from the Southerly end of the Southwest return curve at the intersection of Donelson Pike and old Elm Hill Pike as measured along the Westerly right of way margin of said Donelson Pike, said pin also being the Southeast property corner of Shamrock Enterprises, Inc. of record in Deed Book 5188, Page 11, Register's Office of the Davidson Tennessee (R.O.D.C.); Thence with the Westerly right of

way margin of Donelson Pike South 03° 09 minutes 33 seconds East 102.40 feet to an iron pin (new); Said pin being the Northeast property corner of FFCA/IIP 1985 Property Company of record in Deed Book 6963, Page 359, R.O.D.C.; Thence leaving said right of way margin with the Northerly line of said FFCA/IIP Property South 87° 25 minutes 04 seconds West 150 feet to an iron pin (old); said pin being the common property corner between said FFCA/IIP property and William Jefferies Mann property of record in Deed Book 8552, Page 378, R.O.D.C.; Thence with the North line of the Mann property South 88° 43 minutes 20 seconds West 50.40 feet to an iron pin (old); Said pin being a Southeast property corner of C.K. Hiranya Gowda, M.D. property of record in Deed Book 6498, page 939, R.O.D.C.; Thence with the East line of said Gowda property North 03° 01 minutes 47 seconds West 98.97 feet to an iron pin (old); Thence with a Southerly line of said Gowda property and said Shamrock Enterprises, Inc. property North 86° 46 minutes 00 seconds East 200.16 feet to the point of beginning, containing 20, 250 square feet or 0.465 acres, more or less according to a survey by Paul C. Sauve, Ragan-Smith Associates, dated May 18, 1998, as calculated by the above course and distance which were determined within the precision requirements of an ALTA/ACSM "Urban" Land Title Survey of 1992.

Being the same property conveyed to David G. Patterson, Jr. by Deed from Mason-Gravlee Enterprises, Inc. and William G. West and wife, Edna C. West, dated November 25, 2003, and filed of record on November 26, 2003 in Instrument 200311260172056, Register's Office for Davidson County, Tennessee.

Being the part of the same property conveyed to Eric Lowman by Quitclaim Deed from David G. Patterson, Jr., dated December 9, 2013, and filed of record on December 17, 2013 in Instrument 201312170127160, Register's Office of Davidson County, Tennessee.

GRANTORS make no representation or warranty, express or implied, as to the exact amount of acreage of square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantors make no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including any improvements located thereon, including, without limitation, the habitability; condition or fitness thereof for any particular use or purpose. Grantee agree that the property conveyed hereby, including any improvements located thereon, is conveyed by Grantors and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easement apparent from an inspection of said property and subject to those matters set forth on Exhibit A, attached hereto and incorporated herein by reference.

TO HAVE AND HOLD the said tract or parcel of land, with the appurtenances, estate title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever; and,

GRANTORS do covenant, as to the respective tract(s) conveyed herein by the respective Grantors, with the said GRANTEE that he/it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and

Grantors further covenant and bind themselves, and their successors and assigns, to warrant and defend the title to said real estate to Grantee, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantors but no further or otherwise, and except as set forth on Exhibit A hereto.

(Signature Page to Follow)

WITNESS its hand this the 14th day of April, 2023.

ERIC LOWMAN

DAVID G. PATTERSON, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority of the State and County aforesaid, personally appeared, **Eric Lowman,** with whom I personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **Eric Lowman,** with the authority so to do, executed the within Special Warranty Deed for the purposes therein contained by signing the name **Eric Lowman.**

WITNESS my hand and official seal at office this 13th day of April, 2023.

TAYLAS NUNN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMM. EXPIRES MAY 9, 2026

NOTARY PUBLIC
My Commission Expires: 05/09/2026

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority of the State and County aforesaid, personally appeared, **David G. Patterson, Jr.,** with whom I personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **David G. Patterson, Jr.,** with the authority so to do, executed the within Special Warranty Deed for the purposes therein contained by signing the name **David G. Patterson, Jr.**

WITNESS my hand and official seal at office this ____ day of April, 2023.

NOTARY PUBLIC
My Commission Expires: _____

WITNESS its hand this the 14th day of April, 2023.

ERIC LOWMAN

DAVID G. PATTERSON, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority of the State and County aforesaid, personally appeared, **Eric Lowman,** with whom I personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **Eric Lowman,** with the authority so to do, executed the within Special Warranty Deed for the purposes therein contained by signing the name **Eric Lowman.**

WITNESS my hand and official seal at office this ____ day of April, 2023.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority of the State and County aforesaid, personally appeared, **David G. Patterson, Jr.,** with whom I personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **David G. Patterson, Jr.**, with the authority so to do, executed the within Special Warranty Deed for the purposes therein contained by signing the name **David G. Patterson, Jr.**

WITNESS my hand and official seal at office this ____ day of April, 2023.

See Attached California
All-Purpose
Acknowledgment

NOTARY PUBLIC
My Commission Expires: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Francisco }

On April 13, 2023 before me, M. Godoy, Notary Public
(Here insert name and title of the officer),

personally appeared david g. Patterson JR.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. GODOY
COMM. #2408015
NOTARY PUBLIC ●CALIFORNIA
San Francisco County
Commission Expires June 15, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

special Warranty deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 4/1

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

20230419002872?

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ 1,150,000 .00.

DONELSON CHEETAH, LLC

By:
Title: Member

Subscribed and sworn to before me on this 14 day of April, 2023.

NOTARY PUBLIC

Michelle A. Wyatt KYNP40134

My Commission Expires: 12/07/25

EXHIBIT A TO SPECIAL WARRANTY DEED

Exceptions to Title

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the public records or is created, attaches, or is disclosed between the March 9, 2023 and the date hereof.

2. Rights or claims of parties in possession not shown by the public records.

3. 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.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. Intentionally Omitted.

8. Taxes for the year 2023, a lien, not yet due and payable.

9. Subject to all matters shown on the Plan of record in Plat Book 5190, Page 13, Register's Office for Davidson County, Tennessee.

10. Nashville Gas Company Right of Way Agreement of record in Book 3464, Page 161, in the Register's Office for Davidson County, Tennessee.

11. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 5139, Page 90, in the Register's Office for Davidson County, Tennessee.

12. Stormwater Detention Agreement of record in Instrument Number 20040414-0041849, in the Register's Office for Davidson County, Tennessee.

13. Matters contained in the Deed of record in Book 3459, page 71, in the Register's Office for Davidson County, Tennessee.

14. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.

Tennessee Certification of Electronic Document

I, James E. Spruill, 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 4/14/2023 (date of document).

Affiant Signature

4/19/2023
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 19th day of APRIL, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY