Karen Johnson Davidson County
Batch# 1046803 DEEDWARRSP
09/07/2023 08:36:30 AM 3 pgs
Fees: $18.00 Taxes: $1,239.50
20230907-0070080

SPECIAL WARRANTY DEED

T-VL-23-239

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $335,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF SEPTEMBER, 2023.

Notary Public

MY COMMISSION EXPIRES: 11-3-25
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP / PARCEL NUMBER (S)
Benjamin Rubbelke	**New Owner**	
(NAME) **239 Dry Creek Commons Drive**	(NAME)	**033-04-0D-204.00-CO**
(ADDRESS) **Goodlettsville, TN 37072**	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, **VASTLAND NORTHCREST DEVELOPMENT,LLC, A TENNESSEE LIMITED LIABILITY COMPANY,** hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto **BENJAMIN RUBBELKE, A SINGLE MAN,** hereinafter called the Grantee(s), his/her/its/their heirs, successors and assigns, that certain tract or parcel of land in **DAVIDSON** COUNTY, STATE OF **TENNESSEE**, described as follows, to wit:

A certain condominium located in Davidson County, Tennessee, being Unit No. 204 of Dry Creek Commons, a Condominium Development established pursuant to the provision of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, under the Master Deed establishing Dry Creek Commons of record in Declaration of Covenants, Conditions and Restrictions in Instrument No. 20200529-0055770 and Re-recorded in Instrument No. 20200612-0060166, Amendment in Instrument No. 20220222-0019942, and Amendment No. 2 in Instrument No. 20220222-0019943 in the Register's Office for Davidson County, Tennessee, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, and all easements, rights, and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereof; said Unit being depicted on Exhibit to said Master Deed; together with a percentage interest in the common elements and voting percentage as set forth in Exhibit to said Master Deed.

Being the same property conveyed to Vastland Northcrest Development, LLC by Quitclaim Deed from Vastland/Eatherly/McClung/Development, LLC of record in Instrument Number 202309070070079, Register's Office for Davidson County, Tennessee.

Further being a portion of the same property conveyed to Vastland Eatherly McClung, LLC by Warranty Deed from Spaceport U.S.A., Inc., a Florida Corporation of record in Book 10207, Page 698, Register's Office for Davidson County, Tennessee, dated September 18, 1996 and recorded on September 30, 1996.

Further being a portion of the same property conveyed to Vastland/Eatherly/McClung/Development, LLC by Quitclaim Deed from J.D.Eatherly of record in Instrument No. 20050926-0114844, Register's Office for Davidson County, Tennessee, dated August 22, 2005 and recorded on September 26, 2005.

This conveyance is subject to:
- Taxes for the year 2023 and thereafter, not yet due and payable.
- Subject to all matters shown on the Plan of record in Plat Book 9700, Page 388, Plat Book 6250, Page 206, and Plat Book 2133, Page 43, and Plat Instrument No. 20210521-0069685, Register's Office for Davidson County, Tennessee.
- Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 10087, Page 124, Instrument Number 20200529-0055770, being re-recorded in Instrument Number 20200612-0060166, Amendment in Instrument No. 20220222-0019942, and Amendment No. 2 in Instrument No. 20220022-0019943, Register's Office for Davidson County, Tennessee.

- Charter-HOA of record in Instrument Number 20200612-0060463, in the Register's Office for Davidson County, Tennessee.
- Water Line Easement Agreement of record in Instrument Number 20190820-0083473, in the Register's Office for Davidson County, Tennessee.
- Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage and Appurtenances of record in Instrument Number 20200615-0061038, in the Register's Office for Davidson County, Tennessee.
- Easement(s) for transmission line of record in Book 1153, Page 652, Book 3223, Page 325, Book 3223, Page 327, in the aforesaid Register's Office.
- Easement(s) for sanitary sewers of record in Book 4472, Page 271, Book 4805, Page 797, Book 5083, Page 272, in the aforesaid Register's Office.
- Subject to a non-exclusive easement for ingress and egress in Book 6448, Page 60, in the aforesaid Register's Office.
- Deed of Dedication of record in Book 6636, Page 832, Register's Office for Davidson County, Tennessee.
- Subject to the flow of any creeks, streams, or branches across subject property.
- Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.
- Subject to rights of others in and to the common areas and/or elements.
- Any and all existing easements and restrictions as shown of record not stated herein

This is **improved** property known as: **239 Dry Creek Commons Drive, Goodlettsville, Tennessee 37072**.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out. Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties express or implied are given by this SPECIAL WARRANTY DEED. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this the 6th DAY OF SEPTEMBER, 2023.

Vastland Northcrest Develpment, LLC

BY: _____
Mack H. McClung
Sole Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MACK H. MCCLUNG, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who acknowledged himself/herself to be the SOLE MEMBER of VASTLAND NORTHCREST DEVELPMENT, LLC the within named bargainor, a limited liability company, and that he/she as such SOLE MEMBER executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 6th of September, 2023.

Brian D. Mitchell
Notary Public
My Commission Expires: 03/09/2027
(SEAL)

BRIAN D. MITCHELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-09-2027

RETURN TO:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

I, Brian Mitchell, 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 September 6, 2023 (date of document).

Affiant Signature

Date September 6, 2023

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 6th day of September, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 11-3-2025

S. CHAPEL DRUMMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-03-2025