Karen Johnson Davidson County
Batch# 1240758 DEEDWARRSP
02/26/2025 10:10:30 AM 7 pgs
Fees: $38.00 Taxes: $20,230.14
20250226-0014201

ADDRESS NEW OWNER:	MAP/PARCEL	SEND TAX BILLS TO:
DRUG STORE ACQUISITIONS HOLDING, LLC 2603 Augusta Drive, Suite 900, Houston, Texas 77057	Map 106-16, Parcel 87	Same as New Owner
This instrument prepared by: Porter Law Firm, 2603 Augusta Drive, Suite 900, Houston, Texas 77057		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, MICHAEL J. MCQUILLER, Esq., as Successor Trustee of the EDWARD C. KEEFE REVOCABLE TRUST (the "**Grantor**"), have bargained and sold, and by these presents do transfer and convey to DRUG STORE ACQUISITIONS HOLDING, LLC, a Delaware limited liability company (the "**Grantee**"), Grantee's representatives, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "**Property**").

This 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 (the "**Permitted Encumbrances**").

This is improved property located at 1081 Murfreesboro Pike, Nashville, Davidson County, Tennessee, 37217.

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

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's heirs, successors and assigns against the lawful claims

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

The actual consideration or value, whichever is greater, for this transfer is $ 5,467,604.81

Michael J. McQuiller
Affiant

Subscribed and sworn to before me this ___ day of January, 2025.

Initials MJM Date 02/07/2025

PLEASE SEE ATTACHED:
CA NOTARIAL CERTIFICATE

Notary Public
My Commission Expires:_____

JURAT

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 Contra Costa

Subscribed and sworn to (or affirmed) before me on this 7th day of February 2025, by

Michael J. McQuiller

,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Amy L. Schroll

AMY L. SCHROLL
Notary Public - California
Contra Costa County
Commission # 2420099
My Comm. Expires Oct 9, 2026

AMY L. SCHROLL, NOTARY PUBLIC
For the State of California
Contra Costa County Commission: 2420099
Commission Expiration: October 9, 2026

OPTIONAL INFORMATION

Title/Type of Document: Special warranty deed

of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 7th day of February, 2025.

GRANTOR:

EDWARD C. KEEFE REVOCABLE TRUST

By: Michael J. McQuiller
Name: Michael J. McQuiller
Title: Trustee

ACKNOWLEDGEMENT

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 Contra Costa

On February 7th, 2025, before me, Amy L. Schroll, Notary Public personally appeared Michael J. McQuiller, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

AMY L. SCHROLL
Notary Public - California
Contra Costa County
Commission # 2420099
My Comm. Expires Oct 9, 2026

Signature: Amy L Schroll (Seal)

EXHIBIT "A"
Legal Description of Property

Tracts 1 and 2:

Being the same property conveyed to Murfreesboro Road Realty, G.P. at instrument No. 2006726-0090293, Reister's Office for Davidson County, Tennessee.

Tract 3:

Being the same property conveyed to Murfreesboro Road Realty, G.P. at instrument No. 2006728-0090293, Reister's Office for Davidson County, Tennessee.

Land lying in Davidson County, Tennessee, being more particularly described as follows:

TRACT 1:

BEGINNING at an iron pin on the southerly margin of Murfreesboro Road, said iron pin being north 50 deg. 28 min. West 239.71 feet from the northerly margin of Thompson Lane; also being the northeast comer of the property conveyed to the Krystal Company from Martin Theaters, Book 3647, page 131, Register's Office for said County and State; thence with the southerly margin of Murfreesboro Road, south 50 deg. 28 min. East 208.20 feet to a concrete monument; thence around a curve having a 25 foot radius 45.01 feet to a concrete monument on the northerly margin of Thompson Lane; thence with the margin of Thompson Lane, south 52 deg. 41 min. West 153.33 feet to an Iron pin; thence leaving the northerly margin of Thompson Lane, north 50 deg. 28 min. West 197.66 feet to an iron pin; thence north 39 deg. 32 min. East 180 feet to the point of beginning.

TRACT II:

Land lying in the Second Civil District of Davidson County, Tennessee, being more particularly described as follows:

BEGINNING at a point at the intersection of the northerly margin of Thompson Lane, and the westerly right of way of Murfreesboro Road; thence with the northerly margin of Thompson Lane, south 52 deg. 41 min. West 31.51 feet to a concrete monument; thence in a northerly direction around the curve having a radius of 25.00 feet 45.01 feet to a concrete monument to the end of the curve, said monument being on the westerly margin of Murfreesboro Road; thence with the westerly margin of Murfreesboro Road, South 50 deg. 28 min. Bast 31.51 feet to the point of beginning.

Together with a non-exclusive easement for an alleyway as set forth in Book 3898, page 431, said Register's Office

TRACT III:

All that tract or parcel of land located in the County of Davidson, State of Tennessee and described as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, being Lot No, 3 and the easterly 25 feet of Lot No. 4 on the unrecorded Plan of part of the property or Martin Theatres of Nashville, Inc., described according to a survey made by Clyde D, Anderson, surveyor, September 29, 1963, and War Collier Parish, Associates, Civil Engineers, April 16, 1965, as follows:

Beginning on the southeasterly margin of the Murfreesboro Road at a point north 50 deg. 28' west 239.71 feet from the northwesterly margin of Thompson Lane, being the corner of Lots Nos. 2 and 3; thence, with said road, north 50 deg. 28' west 125 feet; thence south 39 deg, 32' west 170 feet; thence, south 50 deg. 28' east 125 feet to the northwesterly line of Lot No. 2; thence, with said line, north 39 deg. 32' cast 170 fact to the beginning, Together with an easement for a 20-foot alleyway in the rear of said property and extending in a southeasterly direction along the rear of Lots Nos, 2 and 1 on sold plan, to Thompson Lane.

Being the same property conveyed to EDWARD C. KEEFE, TRUSTEE OF THE KEEFE LIVING TRUST (ALSO KNOWN AS THE EDWARD C. KEEFE REVOCABLE TRUST) U/A/D MAY 23, 1997, by deed from MURFREESBORO ROAD REALTY, GP., A TENNESSEE GENERAL PARTNERSHIP, of record in Instrument No. 20080804-0080286, dated July 25, 2008, said Register's Office.

Exhibit B
Permitted Encumbrances

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 Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.

3. Rights and claims of parties in possession.

4. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.

5. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.

6. Liens, encumbrances or claims thereof, which are not shown by the public record.

7. General or special taxes and assessments required to be paid in the year 2024 and subsequent years for Map-Par. 106-16-0-087.00.

Davidson County taxes for 2023, Map-Par. 106-16-0-087.00, $59,873.60, PAID.
If improvements are completed after January 1st and before September 1st of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

8. Non-exclusive easement for alleyway in Book 3898, page 431, said Register's Office.

9. Unrecorded underground pipe culvert noted in Book 4392, page 738, said Register's Office.

10. Restrictions in deed of record in Instrument No. 20050816-0096653, said Register's Office.

11. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Murfreesboro Road Realty, G.P., a Tennessee general partnership to Walgreen Co., an Illinois corporation, of record in Instrument No. 20060726-0090300, said Register's Office.

12. Stormwater Detention Agreement of record in Instrument No. 20060912-0112600, said Register's Office.

13. Matters shown on the Plan of record in Instrument No. 20061206-0150787, said Register's Office.

14. No insurance is afforded as to the acreage or square footage contained in the insured property.

Certificate of Authenticity

I, Lisa Farris, 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 02-07-2025.

Date

Lisa Farris

Affiant Signature

02-26-2025

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 26 day of February, 2025.

Danielle Dunn

Notary's Signature

My Commission Expires: May 5, 2025

Date

Notary's Seal (if on paper)

DANIELLE DUNN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

202502260014201