BOOK 4561 PAGE 48 DENNEY, LACKEY, C... This Instrument ... by

218 Third Avenue, North
Nashville, Tennessee 37201

# WARRANTY DEED

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Floyd W. Primrose, Jr. | Floyd W. Primrose, Jr., etal | MAP 26 |
| Authur L. Primrose | (NAME) Same | P/O PAR-8 |
| Main Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Goodlettsville Tenn (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | BM |

*For and in Consideration of the sum of* Ten and----------00/100 ($10.00)---------- *DOLLARS* cash in hand paid by the grantees; FLOYD W. PRIMROSE, JR., and AUTHUR L. PRIMROSE, and other good and valuable considerations, receipt of which is hereby acknowledged;

DEC 14 CONV 85,000.00
DEC 14 STAX A* 221.00
DEC 14 RTFEE A* .50
DEC 14 WDEED A* 8.00 * 229.50

I, WILLIAM D. CASTLEMAN, TRUSTEE,

*have bargained and sold, and by these presents do transfer and convey unto the said* FLOYD W. PRIMROSE, JR. and AUTHUR L. PRIMROSE, as tenants in common, their *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Being Lot No. 2 on the Plan of Rivergate Plaza, as recorded in book 4300, page 139, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

Beginning at an iron pin that is a common corner of Lots 1 and 2 on the above said plan, said pin being 175 feet easterly of the easterly margin of Two Mile Pike and on the southerly boundary of said plan; thence North 18 deg. 35' West, a distance of 150 feet to an iron pin; thence North 74 deg. 30' East, a distance of 70 feet to an iron pin; thence South 18 deg. 35' East, a distance of 150 feet to an iron pin; thence South 74 deg. 30' West, a distance of 70 feet to the point of beginning, and containing 10,484 square feet, or 0.24 acre.

Being a part of the real property conveyed to William D. Castleman, Trustee, by deed from Cousins Properties of Tennessee, Inc. (with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary), of record in book 4467, page 326; and re-recorded in book 4560, page 161, Register's Office for Davidson County, Tennessee.

Included in this conveyance is a joint-user ingress and egress easement to be utilized by the owners of Lots 1, 2 and 3, Rivergate Plaza, which plan appears of record in book 4300, page 139, R.O.D.C., Tennessee; said easement being described as follows:

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Subscribed and sworn to before me, this the 10th day of December, 19 71.

William D. Castleman
Affiant

My commission expires: 3-3-73.
(Affix Seal)

Notary Public

A public utilities, drainage and common use easement for lots 2 and 3 on the Plan of Rivergate Plaza and of record in book 4300, page 139, R.O.D.C., Tennessee, and being more particularly described as follows:
Beginning at a concrete monument on the easterly margin of Two Mile Pike that is 52.28 feet northwesterly of the northwesterly corner of Lot No. 1 on said plan; thence North 75 deg. 03' 18" East, a distance of 181.7 feet to a concrete monument, continuing in the same direction 15 feet to a point, 196.7 feet in all; thence South 18 deg. 00' 41" East a distance of 20.37 feet to a point; thence North 74 deg. 30' East, a distance of 78.3 feet to a point; thence South 18 deg. 35' East a distance of 180 feet to a point; thence South 74 deg. 30' West a distance of 30 feet to the southeasterly corner of Lot No. 2; thence North 18 deg. 35' West, a distance of 150 feet to the northeasterly corner of Lot No. 2; thence South 74 deg. 30' West, a distance of 245 feet to the northwesterly corner of Lot No. 1 on the easterly margin of Two Mile Pike; thence North 18 deg. 35' West, a distance of 52.28 feet to the point of beginning, and containing 17.260 square feet, or 0.40 acre.

This conveyance is made expressly subject to the following:

1. Easements and setback lines as shown on the Plan of Rivergate Plaza, of record in book 4300, page 139, Register's Office for Davidson County, Tennessee.

2. Covenants and restrictions contained in the deed of conveyance to William D. Castleman, Trustee, from Cousins Properties of Tennessee, Inc., of record in book 4467, page 326; and re-recorded in book 4560, page 161, Register's Office for Davidson County, Tennessee.

3. The grantees further agree to perpetually maintain, repair and care for (including removal of all debris therefrom), at their costs and expense one half of, or to the center line, of the thirty by one hundred fifty (30x150) feet ingress and egress easement bordering the easterly margin of Lot No. 2, and one half of, or to the center line of, the ingress and egress easement bordering the northerly margin of said lot. In this regard, the grantees, their heirs, successors and assigns, do hereby appoint William D. Castleman, Trustee, or any successor in interest to Tract No. 2, Rivergate Plaza, of record in book 4300, page 139, R.O.D.C., Tennessee, as their agent for the specific purpose of maintaining the ingress and egress easements hereinbefore referred to and the said William D. Castleman, Trustee, as agent, or his successors, are authorized by the grantees to obtain estimates and appraisals for the purpose of maintenance, upkeep, care and repairs, as hereinbefore set out, and shall charge the same to the grantees, their successors, heirs and assigns.

This conveyance is further made expressly subject to the following covenants and conditions which are hereby declared to be and constituted covenants running with the land to the grantees, their heirs,

successors or assigns, for a period of ten (10) years from the date hereof:

1. The grantor reserves the right to approve the design and architectual appearances of any improvements upon said property, inclusive of buildings, signs, or any other structures. In this regard, the grantees, their heirs, successors, or assigns, shall prior to the commencement of construction, submit to the grantor any architectual plans for all buildings or signs to be constructed upon said property.

2. The elevation of any buildings or improvements upon this proper shall be in accordance with the overall plan of development of Rivergate Plaza, and any construction upon said property shall be in accordance with the elevations furnished by the grantor.

3. The invalidation of any one of these covenants by judgment of any court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect for the remainder of the term hereof.

This is unimproved (X) improved ( ) property, known as Lot 2, Rivergate Plaza, Goodlettsville, Tennessee.
(House Number) (Street) P. O. Address: (City or Town)

*To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said* FLOYD W. PRIMROSE, JR. and AUTHUR L. PRIMROSE, their *heirs and assigns, forever.*

*And* I *do covenant with the said* FLOYD W. PRIMROSE, JR. and AUTHUR L. PRIMROSE, *that* I am *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*

*And* I, William D. Castleman, Trustee, *do further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to the said land to the said* FLOYD W. PRIMROSE, JR. and AUTHUR L. PRIMROSE, their *heirs and assigns against the lawful claims of all persons whomsoever.*

*Witness* my *hand this* 10th *day of* December, *19* 71, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William D. Castleman
WILLIAM D. CASTLEMAN, TRUSTEE Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jncall Watson, a Notary Public in and for said County and State, the within named WILLIAM D. CASTLEMAN, TRUSTEE,

the bargainor....., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of December, 19 71

Jncall Watson
Notary Public

Commission Expires 3-3-73.

STATE OF.....
COUNTY OF.....

Personally appeared before me, ....., a Notary Public in and for said County and State, the within named.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that.....
executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this.....
day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, ....., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am personally acquainted, and who, upon oath, acknowledged.....self to be..... of the ....., the within named bargainor, a corporation, and that .....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by.....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....
Notary Public

Commission Expires.....

FILED & RECORDED IN REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.
DEC 14 11 49 AM '71

IDENTIF. REFERENCE

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