BILL GARRETT, Davidson County
Trans:T20140007690 DEEDWARR
Recvd: 02/03/14 13:09 4 pgs
Fees:23.00 Taxes:2405.00
20140203-0009388

THIS INSTRUMENT WAS PREPARED BY:
Joshua D. Hankins, Esq.
HAYNES, FREEMAN & BRACEY, PLC
Post Office Box 527
140 North Main Street
Goodlettsville, Tennessee 37070
(615) 859-1328

# GENERAL WARRANTY DEED

| Address New Owner(s): | Send Tax Bills To: | Map-Parcel Number(s): |
|---|---|---|
| James L. Holder<br>1161 Hunters Lane<br>Nashville, TN 37207 | New Owner(s) | 075-00-0-167.00 |

FOR AND IN CONSIDERATION of the sum of Ten and 00/00 Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HERMITAGE ROJO REDS CARWASH, INC., a Tennessee business corporation ("Grantor"), has bargained and sold, and by these presents, transfers and conveys unto JAMES L. HOLDER, a married person and resident of the State of Tennessee ("Grantee"), his heirs, successors and/or assigns, certain real property located in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property").

The Subject Property is improved property known as 5004 Old Hickory Boulevard, Hermitage, Davidson County, Tennessee 37076.

Said Subject Property is conveyed to Grantee subject to all applicable building and zoning laws, 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 Subject Property, present and future property taxes, and the matters described on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Subject Property with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its heirs, successors and/or assigns, forever. Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said Subject Property in fee simple, has good right to convey it, and that same is unencumbered.

Grantor further covenants and binds itself and its heirs to warrant and forever defend the title to said Subject Property to Grantee, its heirs, successors and/or assigns, against the lawful claims of all persons claiming an interest in said Subject Property, except for claims arising out of the matters set forth above.

IN WITNESS WHEREOF, I have hereunto set my signature, this 31st day of January, 2014.

**GRANTOR:**

HERMITAGE ROJO REDS
CARWASH, INC.

By: _____
John D. Owen, Jr., President

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Josh Hankins, a Notary Public of said County and State, personally appeared John D. Owen, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of HERMITAGE ROJO REDS CARWASH, INC., the within named bargainor, a Tennessee business corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in Goodlettsville, Tennessee, this 31 day of January, 2014.

JOSH HANKINS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SUMNER
MY COMMISSION EXPIRES: DECEMBER 18, 2017

_____
Notary Public

My Commission Expires: 12/18/17

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration for this transfer or value of property conveyed (whichever is greater) is Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00).

_____
James L. Holder

Sworn to and subscribed before me, this 31 day of January, 2014.

JOSH HANKINS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SUMNER
MY COMMISSION EXPIRES: DECEMBER 18, 2017

_____
Notary Public

My Commission Expires: 12/18/17

## EXHIBIT A

## DESCRIPTION OF SUBJECT PROPERTY

LAND in Davidson County, Tennessee, being Lot No. 3, as shown on the map entitled the Final Plat of Hermitage Market Place, Third Revision, of record in Book 8250, page 855, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

TOGETHER with rights, benefits and uses derived from that perpetual non-exclusive easement for parking and vehicular and pedestrian ingress and egress, among other rights as conveyed in that certain Reciprocal Cross Parking Easement Agreement of record in Book 10741, page 821, said Register's Office, and that certain Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607, said Register's Office.

BEING the same property conveyed to Hermitage Rojo Reds Carwash, Inc. by deed of record in Instrument No. 20090721-0068332, said Register's Office.

## EXHIBIT B

## EXCEPTIONS TO TITLE TO SUBJECT PROPERTY

1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.

2. Matters shown on the Plan of record in Plat Book 8250, page 855, said Register's Office.

3. Restrictive Covenants contained in instrument of record in Book 10202, page 607, said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 3309, page 135, said Register's Office.

5. Easement granted to Metro Electric Power Board of record in Book 3948, page 777 and Book 5647, page 515, said Register's Office.

6. Storm Water Detention Agreement of record in Book 7323, page 649, said Register's Office.

7. Reciprocal Cross Parking Easement Agreement of record in Book 10741, page 821, said Register's Office.