Bill Garrett Davidson County
Batch# 40569 DEEDWARR
12/21/2017 02:43:30 PM 6 pgs
Fees: $33.00 Taxes: $14,800.00
20171221-0130247

This instrument prepared by:
Rodolfo Mata, Esq.
Blanco Ordonez Mata & Wallace, P.C.
5715 Cromo Drive
El Paso, TX 79912

When recorded, return to:
Penske Truck Leasing Co., L.P.
2675 Morgantown Road
Reading, PA 19607
Attn: Vice President of Real Estate

# GENERAL WARRANTY DEED

| Address of new owner as follows: | Send tax bills to: | Map-Parcel Nos. |
|---|---|---|
| Penske Truck Leasing Co, L.P.<br>2675 Morgantown Road<br>Reading, PA 19607 | (Same) | 080 00 0 019.00, and<br>part of:<br>080 00 0 068.00 |

STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

JRBR Holding, LLC, a Tennessee limited liability company (whether one or more, "Grantor"), for and in consideration of the sum of FOUR MILLION AND NO/100 DOLLARS ($4,000,000.00), and other good and valuable consideration paid by Penske Truck Leasing Co., L.P., a Delaware limited partnership (whether one or more, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land situated in Davidson County, State of Tennessee, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes.

This is improved property commonly known as: 3750 Stewarts Lane, Nashville, Tennessee 37218.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (a) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (b) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit B attached hereto and incorporated herein by reference for all

purposes, but only to the extent they affect or relate to the Property, and without limitation or expansion of the scope of the warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; Grantor, for itself and its successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple to the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has committed no act to encumber the Property; and that the Grantee shall have quiet possession of the Property; and the Grantor does hereby bind him/herself and his/her heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee and its successors and assigns, against the lawful claims of all persons whomsoever.

EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED HEREIN, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" BASIS.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2017 and subsequent years, there having been a prior allocation of tax liability between the parties. Grantee, by its acceptance hereof, does further assume and agree to pay any and all ad valorem taxes relating to a subsequent change in the usage or ownership of the Property, whether by reason of this conveyance or hereafter.

EXECUTED as of December 18, 2017.

**GRANTOR:**

JRBR Holding, LLC, a Tennessee limited liability company
By: MVT Transportation, LLC, its sole member

By: _____
Royal Jones, Manager

STATE OF NEW MEXICO )

COUNTY OF DONA ANA )

This instrument was acknowledged before me on this 18th day of December, 2017 by Royal Jones, Manager of MVT Transportation, LLC, sole member of JRBR Holding, LLC, a Tennessee limited liability company.

Notary Public

My Commission Expires: 12/7/19

TERESA R. CRIM NOTARY PUBLIC NEW MEXICO

STATE OF TENNESSEE ~~)~~ Pennsylvania )

COUNTY OF Chester )

The actual consideration or value for this transfer of this property, whichever is greater is $4,000,000.00.

Affiant

Sworn to and subscribed before me on this 21 day of Dec, 2017

Notary Public

My Commission Expires: 1/14/18

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JULIE A. SCHRAMM, Notary Public
West Chester Boro., Chester County
My Commission Expires January 14, 2018

{Firm Documents/1330/003/00152868.DOCX 2}

## EXHIBIT A

LEGAL DESCRIPTION:

All that certain lot or parcel of land situate in the County of Davidson, State of Tennessee, and being more particularly described as follows:

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot No. 3 and part of Lot No. 4 on the Plan of Stewarts Lane Business Park, as of record in Deed Book 7900, Page 825, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete and accurate description and being more particularly described as follows:

Beginning at a new 1/2" iron rod in the westerly right-of-way line of Stewarts Ln, at a corner common with the property of the State of Tennessee; Thence N 02°05'32" E, 454.49' to an existing 1/2" iron pin: thence along a curve to the left with a Radius of 630.00', an Arc of 97.37', a delta of 8°51'20", a Chord Bearing N 02°20'08" W, and Chord Length of 97.28' to an existing 1/2" iron pin; thence N 06°45'48" W 4.95' to an existing 1/2" iron rod in the root of a hackberry tree; Thence leaving Stewarts Ln with the line of the State of Tennessee N 89°45'51" E 260.51' to a point; Thence S 89°28'37" E, 653.21' to a point in Whites Creek; Thence S 41°14'11" W, 360.00' to a point in Whites Creek; thence S 15°25'16" W, 156.09' to a point in Whites Creek; thence S 11°18'35" E, 126.69' to a point in Whites Creek; Thence leaving Whites Creek, N 87°54'28" W, 139.38' to a new 1/2" iron rod; Thence S 24°00'05" W, 195.87' to a new 1/2" iron rod; Thence N 72°31'31" W, 247.19' to a new drill hole; Thence N 14°32'53" E, 36.70' to a new drill hole; Thence N 75°35'44" W, 233.59 to the new 1/2" iron rod at the Point Of Beginning containing 10.209 acres per ALTA/NSPS survey of Cliff McGill RLS 2699 dated November 30, 2017.

Being part of the same property conveyed to JRBR HOLDING, LLC, a Tennessee limited liability company by Warranty Deed from DUTCH INVESTMENTS-NASHVILLE, LP, a Tennessee limited partnership dated March 25, 2009 and recorded as Instrument No. 20090327-0027759 in the Register's Office for Davidson County, Tennessee.

**- End of Exhibit -**

## EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2017, and subsequent years, not yet due and payable.

2. All matters appearing on Plat recorded in Plat Book 7900, Page 825, aforesaid records.

3. Flowage Easement granted in Civil Action No. 1727 Judgment of Declaration of Taking No. 1 by United States of America, Plaintiff vs. Willie Mae Temple, et al., Defendants, recorded July 22, 1953 in Book 2155, Page 311, aforesaid records.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from William H. Oman Construction Co., Inc. to Metropolitan Government of Nashville and Davidson County, Tennessee, dated July 9, 1990, and recorded March 16, 1994 in Book 9280, Page 689, aforesaid records.

5. Deed of Conveyance from Oman Construction Co., Inc. to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, dated November 29, 1994, and recorded March 2, 1995 in Book 9608, Page 400, aforesaid records.

6. Rights of upper and lower riparian owners in and to the waters of Whites Creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.

7. Conditions shown on survey prepared by Bock & Clark Corporation for Penske Truck Leasing Co., LP, project No. 201703706-001 dated December 1, 2017 last revised December 5, 2017 :

a. Chain link and barbed wire fencing varies along the Southern boundary line;
b. Overhead utilities extend beyond Westerly boundary line; and
c. Water meter extends beyond Westerly boundary line.

TRUE COPY CERTIFICATION

I, Melanie Kingsley, do hereby make oath that I am a custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Melanie Kingsley
Signature

STATE of PA

COUNTY of Chester

Personally appeared before me, Julie Schramm, a notary public for this county and state, Melanie Kingsley who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 1/14/18
Notary's Seal (if on paper)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JULIE A. SCHRAMM, Notary Public
West Chester Boro., Chester County
My Commission Expires January 14, 2018