Bill Garrett Davidson County
Batch# 42991 DEEDWARR
12/29/2017 03:13:30 PM 6 pgs
Fees: $33.00 Taxes: $9,250.00
20171229-0132500

THIS INSTRUMENT PREPARED BY:
Elizabeth Hodge Carr, Esquire
Williams Mullen
200 South 10th Street, Suite 1600
Richmond, VA 23219

WARRANTY DEED

Address New Owners	Send Tax Bills To:	Map-Parcel Numbers
Mohammad H. Rahimi Zary Rahimi 1601 Old Hickory Boulevard Brentwood, TN 37027	GRANTEE	043-05-0-252.00

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **MACS RETAIL LLC**, a Virginia limited liability company ("Grantor") has bargained and sold, and by these presents transfer and convey unto **MOHAMMAD H. RAHIMI AND ZARY RAHIMI**, husband and wife ("Grantee"), their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, as set forth on Exhibit A attached hereto and incorporated herein.

Being the same property conveyed to MACS Retail LLC by General Warranty Deed dated December 16, 2015 from Shelia L. Yarbrough, as Trustee of the Shelia L. Yarbrough 2005 GST Exempt Trust; H. Gregory Mathews, as Trustee of the H. Gregory Mathews 2005 GST Exempt Trust and A. Gary Mathews, of record in Instrument 20151218-0127406, Register's Office for Davidson County, Tennessee.

This conveyance is subject to (1) all applicable zoning ordinances, (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

This is improved property known as 800 Gallatin Pike North, Madison, Tennessee.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, their heirs and assigns, forever. Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and that same is unencumbered except as otherwise set forth herein.

Grantor further covenants and binds itself and its successors and representatives to warrant and forever defend the title to said land to Grantee, their heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is further subject to the following restrictions, which shall be binding upon Grantee and its successors and assigns, and shall inure to the benefit of Grantor and its successors and assigns, and shall be covenants running with the land:

The Property shall not be used for or in connection with the sale of gasoline, kerosene or diesel products for a period of twenty (20) years from April 10, 2017. This restriction shall run with the land.

THE CONVEYANCE OF THE HEREIN DESCRIBED PROPERTY SHALL BE "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE CONDITION OF THE PROPERTY AND ITS COMPLIANCE WITH APPLICABLE LAWS, RULES OR REGULATIONS; AND THAT GRANTEE HAS RELIED SOLELY ON ITS OWN INSPECTIONS IN DETERMINING WHETHER OR NOT TO PURCHASE THE PROPERTY AND GRANTEE'S CONTRACT TO PURCHASE THE PROPERTY "AS IS" WAS A MATERIAL REASON FOR SELLER TO AGREE TO CONVEY THE PROPERTY TO GRANTEE.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties hereto, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

As used herein, the singular number shall include the plural, the plural the singular, and the masculine gender all other genders.

[SIGNATURE PAGES TO FOLLOW]

WITNESS our hand this 27 day of December, 2017.

GRANTOR:

MACS RETAIL LLC,
a Virginia limited liability company

By: _____
Name: Billy R Arnette II
Title: Director – New Business Development

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared Billy R Arnette II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Director – New Business Development of MACS RETAIL LLC, a Virginia limited liability company, and who further acknowledged that he, as such Director – New Business Development, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing as Director – New Business Development for the said company.

WITNESS my hand and official seal at Dallas, Texas, this 21st day of December 2017.

_____
NOTARY PUBLIC

My Commission Expires: Dec. 27. 2021

TERRECELYN Y. HUTSON
Notary Public, State of Texas
Comm. Expires 06-27-2021
Notary ID 131186722

GRANTEE:

MOHAMMAD H. RAHIMI

ZARY RAHIMI

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared Mohammad H. Rahimi and Zary Rahimi, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself and herself to be the within named bargainor, and that as such executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 27 day of December 2017.

NOTARY PUBLIC

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires: 1/17/21

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is $2,500,000.00.

Affiant

Subscribed and sworn to before me this 29th day of December, 2017.

JEFFREY S. BENZ STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

My Commission Expires: My 8, 2019

Exhibit A

A tract of land in the Ninth Councilman District of Metropolitan Nashville and Davidson County, Tennessee, being Tract No. 2 as shown on a survey prepared by George Anton, dated May 21, 1973, and being more particularly described according to a survey prepared by H & H Land Surveying, Inc., dated July 14, 2005, Job Number 2005-740 and proceeding as follows:

Beginning at an iron rod (new) in the east right-of-way line of Gallatin Road (U.S. Hwy 31 E), right-of-way width varies, at the south end of the southeast curve at the intersection of said Gallatin Road and Anderson Lane, a 50-foot right-of-way; thence,

1. In an easterly direction with a curve to the right having a radius of 34.50 feet, a central angle of 12 degrees 28 minutes 20 seconds, for an arc length of 7.51 feet to an iron rod (new) in the south right-of-way line of the aforementioned Anderson Lane; said curve has a chord bearing and distance of North 13 degrees 02 minutes 10 seconds East, 7.50 feet; thence,

2. With the south right-of-way line of said Anderson Lane, South 88 degrees 06 minutes 31 seconds East 862.16 feet to a concrete monument (old) at a northwesterly property corner of Lot No. 1 as shown on the plan of Moore-Handley Subdivision No. 2 as of record in Plat Book 5210, Page 247, Register's Office of Davidson County, Tennessee; thence,

3. Leaving the south right-of-way line of Anderson Lane, and with a west property line of said Lot No. 1, plan of Moore-Handley Subdivision No. 2, South 05 degrees 51 minutes 15 seconds West, 254.24 feet to an iron rod (old); thence,

4. With the north property line of said Lot No. 1, North 88 degrees 02 minutes 44 seconds West, 867.11 feet to an iron rod (old) on the East, right-of-way line of aforementioned Gallatin Road (U.S. Hwy. 31 E); thence,

5. With the East right-of-way line of said Gallatin Road North 06 degrees 48 minutes 00 seconds East, 246.23 feet to the point of beginning and containing 219,001 square feet or 5.028 acres, more or less, as calculated by the above courses and distances.

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I, John T. Cook, do hereby make oath that I am a licensed attorney and the 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.

John T. Cook

State of Tennessee
County of Davidson

JEFFREY S. BENZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Personally appeared before me, Jeffrey S. Benz, a notary public for this county and state, John T. Cook, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Jeffrey S. Benz, Notary Public

My commission expires: July 6, 2019