Karen Y Johnson Davidson County
Batch# 151949 DEEDWARRSP
10/17/2018 08:40:30 AM 5 pgs
Fees: $28.00 Taxes: $4,737.23
20181017-0102752

THIS INSTRUMENT PREPARED BY:
ATTORNEYS TITLE COMPANY, INC.
2927 Berry Hill Drive
Nashville, Tennessee 37204

30968-1
Box #14

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
ZC College Road, LLC	Post Office Box 150262	14800003400
PO Box 340207	Nashville, Tennessee 37215	
Brooklyn, NY 11234		

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **Geneva Nashville RE, LLC, a North Carolina limited liability company** (hereinafter referred to as the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto **ZC College Road, LLC, a North Carolina limited liability company (hereinafter referred to as the "Grantee"), its successors and assigns, an undivided 23% interest** in certain land in Davidson County, State of Tennessee, described as follows (the "Real Estate"):

> LAND in Davidson County, Tennessee, being Lot No. 1 on the Plat of Peterbilt Subdivision, of record in Plat Book 5200, Page 13, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete and accurate legal description thereof.
>
> BEING part of the same property conveyed to Geneva Nashville RE, LLC, a North Carolina limited liability company by Special Warranty Deed dated July 28, 2006 from Rush Truck Centers of Tennessee, Inc., a Delaware corporation, of record in Instrument No. 20060801-0093111, Register's Office for Davidson County, Tennessee.
>
> THIS is improved commercial real property known as 115 Haywood Lane, Antioch, TN 37013.

TO HAVE AND TO HOLD the said Real Estate together with all the appurtenances and hereditaments thereunto belonging or in the anywise appertaining unto Grantee, its successors and assigns in fee simple forever. Grantor covenants that, except as limited herein, it is lawfully seized in fee and possessed of the Real Estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those liens, easements, encumbrances and exceptions listed in Exhibit A attached hereto and incorporated herein by reference. Notwithstanding the foregoing, Grantor does hereby covenant with Grantee that Grantor will solely warrant and forever defend title to the Real Estate against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Grantor has executed this instrument this 12 day of October, 2018.

Geneva Nashville RE, LLC, a North Carolina limited liability company

By: _____
Name: Philip D. Fowler, III
Its: Manager

STATE OF ~~NORTH CAROLINA~~ Maine]
COUNTY OF Knox]

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Philip D. Fowler, III, with whom I am personally acquainted (or proved to me upon satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of Geneva Nashville RE, LLC, a North Carolina limited liability company , the within-named bargainor, and that he as such Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC himself as Manager.

WITNESS my hand, at office, this 12th day of October, 2018.

JAIME HANNAN-MCMURRIN NOTARY PUBLIC STATE OF MAINE

_____
Notary Public
My Commission Expires: 11/30/2024

JAIME HANNAN-MCMURRIN
NOTARY PUBLIC
Maine
My Commission Expires November 30, 2024

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,280,333.00.

Affiant

Subscribed and sworn to before me this
16 day of October, 2018.

Notary Public
My Commission Expires: 1/17/21

EXHIBIT A
Permitted Encumbrances

1. Taxes for the year 2018 and subsequent years, a lien now being due and payable, and assumed by the Grantee. Map and Parcel 14800003400 (Lot 1 – 7.91 acres).

2. All Matters as shown on the Plan, of record in Plat Book 5200, page 13, Register's Office for Davidson County, Tennessee.

3. Lack of access to and from a controlled access highway, Interstate 24, along the western and northwestern boundaries of the Property.

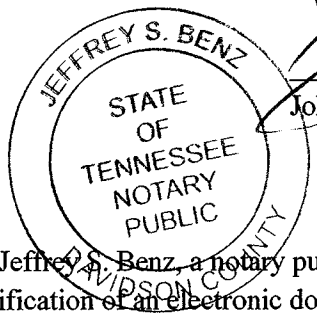
4. Easement for the flow of the waters of the Mill Creek, and the rights of the public therein.

5. Rights of upper and lower riparian owners to the flow of the waters of the Mill Creek, free from diminution or pollution.

6. A 50-foot ingress and egress easement, of record in Book 5220, Page 638, said Register's Office.

7. All Matters as shown on the ALTA/NSPS Land Title Survey of 115 Haywood Lane by U.S. Surveyor, Michael J. Feldbusch, Tennessee R.L.S. No. 1882, dated October 3, 2018 as Job Number SS53150.DWG_MJF.

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

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