This instrument prepared by and after recording return to:

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn: Chandler Farmer, Esq.

Karen Johnson Davidson County
Batch# 554716 DEEDWARRSP
01/14/2021 03:45:30 PM 8 pgs
Fees: $43.00 Taxes: $5,920.00
20210114-0006746

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
3100 Brandau LLC Attn: Craig T. Moffat 701 Finger Lakes Drive Wake Forest, NC 27587	3100 Brandau LLC Attn: Craig T. Moffat 701 Finger Lakes Drive Wake Forest, NC 27587	Map-Par. 085-00-0-025.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **ROBERT R. MOSLEY, JR.**, and **MICHAEL R. JOHNSON** (hereinafter collectively referred to as "Grantor"), herein this day has bargained and sold, and do hereby transfer and convey, unto **3100 BRANDAU LLC,** a North Carolina limited liability company (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, including without limitation, that certain appurtenant easements set forth on **Exhibit "B"** attached hereto, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Land in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Land to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 11 day of January, 2020, but is effective as of the 13 day of January, 2020.

GRANTOR:

ROBERT R. MOSLEY, JR.

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Robert R. Mosley, Jr., the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein expressed and contained, by signing his name.

Witness my hand and official seal this 11th day of January, 2021.

My Commission Expires:

3-25-24

Notary Public

CAROLE M. MAXSON
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires MAR. 25, 2024

[Signatures Continue on Following Page]

MICHAEL R. JOHNSON

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Michael R. Johnson, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein expressed and contained, by signing his name.

Witness my hand and official seal this 13th day of January, 2021.

My Commission Expires:

3.25.24

Notary Public

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires MAR. 25, 2024

STATE OF TENNESSEE

COUNTY OF Davidson

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $1,600,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Yvonne Hall
Affiant

Sworn to and subscribed before me,
this 15 day of January, 2021.

Melissa Ann Foster
NOTARY PUBLIC

My Commission Expires: 10/02/2023



Exhibit "A"

Legal Description of Property

Land in Davidson County, Tennessee, being Lot 1, as shown on the map entitled Davis Industrial Park, Resubdivision of Parcel 25, of record in Plat Book 5210, page 232, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

Being the same property conveyed to ROBERT R. MOSLEY, JR. AND MICHAEL R. JOHNSON, by deed from HARPER CONSTRUCTION, INC.,, of record in Instrument No. 20041117-0138066, dated November 15, 2004, said Register's Office.

Exhibit "B"

Appurtenant Easement

A right of ingress and egress over and across that certain 50' access easement depicted on that certain Plan of record in Plat Book 5210, Page 232, Register's Office for Davidson County, Tennessee, that runs from Brandau Road to the southern line of the Land, crossing the railroad right-of-way, as more particularly described in Book 4296, Page 231, aforesaid records, and as amended by instruments recorded in Book 4321, Page 325, Book 4652, Page 245, and Book 4852, page 199, aforesaid records.

Exhibit "C"

Permitted Exceptions

1. Taxes for the year 2021 and subsequent years, a lien not yet due and payable.

2. All matters that would be shown on an updated ALTA survey of the Property.

3. Matters shown on the Plan of record in Plat Book 5210, page 232, Register's Office for Davidson County, Tennessee.

4. Easement to Southern Bell Telephone and Telegraph of record in Book 1071, page 277, said Register's Office.

5. Flowage Easement for The United States of America of record in Book 2270, page 355, said Register's Office.

6. Terms, provisions, conditions, and easements contained in deed of record by and between A. Battle Rodes, Trustee for the Tennessee Central Railway Company, The Tennessee Industrial Corporation, a Tennessee corporation, and Louisville and Nashville Railroad Company of record in Book 4296, page 231, and Book 4321, page 325, as amended in Book 4652, page 245, as further amended in Book 4852, page 199, said Register's Office.

7. Ingress/Egress Easement contained in deed of record in Book 5573, page 206, said Register's Office.

8. Easement Deed of record in Instrument No. 20140114-0003778, said Register's Office.

9. Title to that portion of the premises, if any, embraced within the right-of-way of Tennessee Central Railroad.

10. Easement for the flow of the water of Stoner Creek and the rights of the public therein.

11. Rights of upper and lower riparian owners to the flow of the water of Stoner Creek, free from diminution or pollution.

12. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Stoner Creek.

13. Title to that portion of the land lying below the ordinary low water mark of Stoner Creek.

True Copy Certification

I, Melissa Foster, do hereby make oath that I am 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.

Melissa Foster

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Brandy Gomaz, a notary public for this county and state, Melissa Foster, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Brandy Gomaz

Notary's Signature

My Commission Expires: 7-5-21

Notary' Seal (if on paper)

