Karen Johnson Davidson County
Batch# 614985 DEEDWARRSP
04/14/2021 10:50:17 AM 5 pgs
Fees: $28.00 Taxes: $13,227.50
20210414-0049778

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Bettie J. Winton
Grissim and Hodges, Attorneys
323 Union Street, Suite 400
Nashville, TN 37201

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
LOWE ORLANDO BRANCH, LLC c/o James Kramer 3150 SW 38th Avenue 11th Floor Miami, FL 33146	SAME	Map and Parcel: 142-00-0-216.00

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BELLEVUE VILLAGE SHOPPING CENTER II, G.P., a Tennessee general partnership** (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **LOWE ORLANDO BRANCH, LLC, a Florida limited liability company** (the "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its successors and assigns, forever. And Grantor does covenant with the Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for those exceptions included on Exhibit "B", attached hereto and incorporated herein by reference. And Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming through the Grantor, but not further or otherwise.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS Grantor's hand, this 7th day of April, 2021.

BELLEVUE VILLAGE SHOPPING CENTER II, G.P., a Tennessee general partnership

By: _____
RAYMOND ZIMMERMAN

Title: Managing Agent

STATE OF New York)
COUNTY OF New York)

Personally appeared before me, Alexander Milenkovic, a Notary Public in and for said County and state, duly commissioned and qualified, Raymond Zimmerman, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he is the Managing Agent of BELLEVUE VILLAGE SHOPPING CENTER II, G.P., a Tennessee general partnership, the within named bargainor(s), and that he in his capacity as Managing Agent executed the within instrument for the purposes therein contained by signing the name of the partnership as Managing Agent.

WITNESS my hand and official seal at office, this 7th day of April, 2021

_____
Notary Public

My commission expires: 03/26/2023

ALEXANDER MILENKOVIC
NOTARY PUBLIC, STATE OF NEW YORK
NEW YORK COUNTY
LIC. #01MI6053850
COMM. EXP. 3/26/2023

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer, or value of property (whichever is greater) is $3,575,000.00.

Affiant

Subscribed and sworn before me this 13th day of April, 2021.

VICKIE R. EVANS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 3, 2025

NOTARY PUBLIC

My Commission Expires: MARCH 3, 2025

EXHIBIT "A"
Legal Description

Land in Davidson County, Tennessee, being Lot No. 216 on the Plan of P.U.D. Boundary and Subdivision Plat, Bellevue Shopping Center, Phase II of record in Plat Book 7900, Page 267, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the property conveyed to Bellevue Village Shopping Center II, GP, a Tennessee general partnership, by Quitclaim Deed of record in Instrument No. 20191029-0110982, Register's Office for Davidson County, Tennessee.

Together with Common Area Easements and Access Easements as set forth in Reciprocal Easement and Development Agreement, of record in Book 5364, Page 790, as amended by Amendment to Reciprocal Easement and Development Agreement, of record in Book 5579, Page 493, Register's Office for Davidson County, Tennessee.

Together with Access Easements as set forth in Joint Access and Utility Easement, of record in Book 8293, Page 3, as amended by Amendment to Joint Access and Utility Easement, of record in Book 8323, Page 82, and further amended by Amendment to Accessway Agreement, of record in Book 8323, Page 100, Register's Office for Davidson County, Tennessee.

EXHIBIT B
Permitted Exceptions

1. Taxes for the year 2021, a lien, which are not yet due and payable.

2. Subject to the matters shown on the Plan of record in Plat Book 7900, Page 267, Register's Office for Davidson County, Tennessee.

3. Easements to the State of Tennessee set forth in instruments of record in Book 5219, Page 799 and Book 7919, Page 740, said Register's Office.

4. Reciprocal Easement and Development Agreement, of record in Bok 5364, page 790, amended in Book 5579, Page 493, said Register's Office.

5. Joint Access and Utility Easement, of record in Book 8293, Page 3, amended in Book 8323, Page 82 and Book 8323, Page 100, said Register's Office.

6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, of record in Instrument Number 20200723-0081047, said Register's Office.