Karen Johnson Davidson County
Batch# 847997 DEEDWARRSP
04/29/2022 09:40:30 AM 9 pgs
Fees: $48.00 Taxes: $3,515.00
20220429-0049654

PREPARED BY:
Stephen W. Stallcup, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203; (205) 254-1000

Address of New Owner:	Send Tax Bills to:	Map-Parcel No.
Clifford O. Richmond 3807 Hilldale Dr. Nashville, TN 37215	Clifford O. Richmond 3807 Hilldale Dr. Nashville, TN 37215	053-00-0-032-00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, REGIONS BANK, an Alabama state banking corporation, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto CLIFFORD O. RICHMOND, an individual resident of the state of Tennessee, hereinafter called the GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

This is improved property known as 1400 Robinson Road, Old Hickory, Tennessee 37138.

TO HAVE AND TO HOLD the Property together with all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, gaps, strips, waters, privileges, hereditaments and appurtenances to said Property belonging or in any way incident or appertaining to GRANTEE, its successors and assigns, forever, subject to the matters set forth on Exhibit B (the "Permitted Exceptions").

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except as listed on Exhibit B and representations and limitations as expressly provided for hereby.

GRANTOR further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to the Property to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through and under GRANTOR, but not further or otherwise, subject to the Permitted Exceptions. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For a period of time beginning on the effective date of this instrument and ending on December 31, 2023 ("Restriction Period"), GRANTEE shall not use or permit any portion of the Property to be used by any individual, person, or entity, other than GRANTOR, for (a) the operation of a bank; (b) a retail banking, commercial banking, trust, mortgage and brokerage activities, other than real estate broker activities; (c) securities, insurance, bond and/or commodity sales; (d) the operation of a walk-up and/or drive-through banking facility; (e) one or more Automatic Teller Machine facilities or similar devices; (f) any and all reasonable uses associated with or incidental to such services and activities, and/or (g) any other services that would compete with the banking related business of GRANTOR ("Bank Use

Restriction"). During the Restriction Period, GRANTEE shall not (a) place or allow others to place signage or advertising of any type that relates to a bank and/or financial institution of any nature ("Signage Restriction") and (b) make or allow public announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a bank or other financial institution of any nature on the Property ("Advertising Restriction").

In the event of a violation of any of the restrictions set forth herein, Grantor shall be entitled to pursue all remedies available in equity, including, but not limited to, injunctive relief without waiving Grantor's right to proceed the recovery of liquidated damages with the substantially prevailing party being reimbursed its reasonable attorneys' fees, costs and reasonable expenses of any nature whether or not allowed by the applicable rules of civil procedure as recoverable court courts or litigation related expenses.

If Grantee violates the restrictions set forth in this paragraph, Grantor and Grantee have determined that Grantor shall be entitled to recover from Grantee liquidated damages in the amount of (1) $5,000.00 per day for any violation of the Use Restriction or Signage Restriction, and (2) $7,500.00 for each and every violation of the Advertising Restriction. Grantor shall give Grantee written notice of, and opportunity to cure, any alleged violation thirty (30) days prior to such violation penalty being assessed. The parties recognize and acknowledge that the foregoing liquidated damages are reasonable and do not constitute a penalty and are being imposed due to the difficulty of calculating the actual damages that would result from a violation of the restrictions in this paragraph.

GRANTEE ACKNOWLEDGES THAT EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED HEREIN, IF ANY, GRANTEE IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT OF GRANTOR OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED HEREIN.

OTHER THAN AS SPECIFICALLY DISCLOSED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

GRANTEE AFFIRMS THAT IT (i) HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY AND (ii) HAS MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL AND POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL,

BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, (ii) THAT THE PURCHASE PRICE REFLECTS THE EXISTING CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF ENVIRONMENTAL CONTAMINATION, IF ANY, THEREON, AND (iii) GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY.

EXCEPT AS OTHERWISE AGREED TO HEREIN, GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE SHALL RELEASE GRANTOR FROM ALL RISKS AND LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING, OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. THE FOREGOING INCLUDES A RELEASE OF GRANTOR FROM CLAIMS BASED ON GRANTOR'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO PRESENCE OR REMEDIATION OF ALL THE KNOWN AND UNKNOWN TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING BOTH KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT, OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY.

GRANTEE ACKNOWLEDGES THAT THE FOREGOING PARAGRAPHS HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

Continues on the following page

STATE OF Tennessee)
COUNTY OF Williamson

The actual consideration or value, whichever is greater, for this transfer is $950,000.00.

_____, Affiant
Atty FRATER

Subscribed and sworn to before me, this the 22nd day of April, 2022.



Notary Public
My Commission Expires: 7/19/25

06381677.2 06275808.5

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be effective as of the 22nd day of April, 2022.

GRANTOR

REGIONS BANK, an Alabama state banking corporation

By: _____
Korey J. Cox
Vice President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Korey J. Cox, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Vice President of Regions Bank, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Vice President.

Witness my hand and seal, this the 21st day of April, 2022.

JENNIFER LYNN LERMA NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC

My Commission Expires: 9/15/2024

06381677.2 06275808.5

EXHIBIT A TO SPECIAL WARRANTY DEED

[Legal Description]

Land in Davidson County, Tennessee, being Lot No. 6 on the Final Plat of Riverfront Shopping Center Section 5 of record inPlat Book 8250, Page 722, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

TOGETHER WITH ingress, egress and utility easements as set forth on Plat Book 8250, page 722, Plat Book 7900, page 982, in the Register's Office of Davidson County, Tennessee, further described in Covenants, Conditions and Restrictions of Record in Book 7584, page 347, in said Register's Office, as amended, including, without limitation, any and all easements for the Common Areas, the Sign, and private roads.

Being the same property conveyed to First American National Bank by Special Warranty deed of record in Book 11020, page 393, Register's Office for Davidson County, Tennessee.

EXHIBIT B TO SPECIAL WARRANTY DEED

[Permitted Exceptions]

1. Taxes for the year 2022, a lien not yet due and payable.

2. Subject to the following matters shown on the Plan of record in Plat Book 6900, Page 929, Plat Book 7900, Page 769, Plat Book 7900, Page 982 and Plat Book 8250, Page 722, Registers Office for Davidson County, Tennessee:
   (a) Plat Book 6900, page 929:
      (i) fifteen foot (15') by two hundred forty foot (240') overhang easement;
      (ii) fifteen foot (15') by one hundred fifty foot (150') overhang easement;
      (iii) two (2) five foot (5') by thirty foot (30') utility anchor easements, each extending off the end of the two aforementioned overhang easements;
   (b) Plat Book 7900, page 769:
      (i) fifteen foot (15') by two hundred forty foot (240') overhang easement;
      (ii) five foot (5') by thirty foot (30') utility anchor easement, extending off of the aforementioned overhang easement;
      (iii) fifty foot (50') ingress-egress and public utility & drainage easement;
      (iv) forty-five foot (45') ingress-egress and public utility & drainage easement;
   (c) Plat Book 7900, page 982:
      (i) fifteen foot (15') by two hundred forty foot (240') overhang easement;
      (ii) five foot (5') by thirty foot (30') utility anchor easement, extending off the aforementioned overhang easement;
      (iii) sixty foot (60') ingress-egress and public utility & drainage easement;
      (iv) forty-five foot (45') ingress-egress and public utility & drainage easement;
      (v) twenty foot (20') public utility & drainage easement.
   (d) Plat Book 8250, page 722:
      (i) fifteen foot (15') by two hundred forty foot (240') overhang easement;
      (ii) sixty foot (60') ingress-egress and public utility & drainage easement;
      (iii) twenty foot (20') public utility & drainage easement;
      (iv) ten foot (10') public utility & drainage easement;
      (v) future right-of-way line per Metro Major Street Plan.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 7584, Page 347, Amended in First Amendment filed in Book 8083, Page 496, Second Amendment filed in Book 9470, Page 222, Third Amendment filed in Book 11005, Page 198, Fourth Amendment filed as Instrument Number 20090804-0072962, and Fifth Amendment filed as Instrument Nos. 20091228-0117155, 20091228-0117156, 20091228-0117157, 20091228-0117158, 20091228-0117159, 20091228-0117160, 20091228-0117161, 20091228-0117162, 20091228-0117163, 20091228-0117164, 20091228-0117165 and 20091228-0117166, Register's Office for Davidson County, Tennessee, but

omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

4. Agreement Concerning Easement of record in Book 10774, Page 484, in the Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, AL FRAZIER, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 4/22/22 (date of document).

Affiant Signature

4/22/22
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 22nd day of April, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

