Karen Johnson Davidson County
Batch# 1084460 DEEDWARRSP
12/20/2023 02:58:30 PM 3 pgs
Fees: $18.00 Taxes: $3,478.00
20231220-0098250

ADDRESS NEW OWNER: OLIVER HILL, LLC
80 Broadway Street, NE, 403
Minneapolis, MN 55413

SEND TAX BILL TO: NEW OWNER

MAP-PARCEL NOS. 087-10-0A-014.00

Prepared by: Cindy S. Smith, P.C., Attorneys at Law
P.O. Box 292004
Nashville, TN 37229-2004
(No title insurance issued.)

SPECIAL WARRANTY DEED

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 and sufficiency of all of which are hereby acknowledged, I, **Mikayla Marie Demaiter, a single woman** (the "Grantors"), have bargained and sold, and by these presents do transfer and convey unto **OLIVER HILL, LLC, a Tennessee limited liability company** (the "Grantees"), Grantees' successors and assigns, a certain tract or parcel of land in **Davidson County**, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 114, Aarons Cress, Phase 1-A, a cluster lot development of record in Plat Instrument No. 20061219-0156396, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more detailed description thereof.

Being the same property conveyed to Mikayla Marie Demaiter, a single woman, from Exit Properties General Partnership, a Tennessee general partnership, by Warranty Deed of record in Instrument No. 20221208-0128120, Register's Office for Davidson County, Tennessee.

This is property with a common address of 109 Aarons Cress Blvd., Hermitage, TN 37076.

CONVEYANCE OF SAID PROPERTY IS MADE SUBJECT TO THE FOLLOWING:
(1) Property taxes for the current year and all subsequent years.(2) Declaration of Protective Covenants, Conditions and Restrictions for Aarons Cress of record in Instrument No. 20060131-0012116, Confirmation, Reinstated and Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Aarons Cress of record in Instrument No. 20130123-0007564, Second Amendment of record in Instrument No. 20201014-0119460, Instrument of Annexation of The Reserve at Aaron's Cress, Phase 3 of record in Instrument No. 20201014-0119461, Instrument of Annexation of The Reserve at Aaron's Cress, Phase 2, Section 1 of record in Instrument No. 20201014-0119462, Instrument of Annexation of The Reserve at Aaron's Cress, Phase 2, Section 2 of record in Instrument No. 20201014-0119463, and Third Amendment of record in Instrument No. 20201106-0130406, Register's Office for Davidson County, Tennessee.(3) By-Laws of Aarons Cress Owners' Association, Inc. shown as Exhibit "C" of the Declaration of Protective Covenants, Conditions and Restrictions for Aarons Cress of record in Instrument No. 20060131-0012116 (Page 32), Register's Office for Davidson County, Tennessee.(4) All matters as shown on the Plan of a Cluster Lot Development, Aarons Cress, Phase 1A, of record in Instrument No. 20061219-0156396, Register's Office for Davidson County, Tennessee.(5) 50' Wide Ingress/Egress Easement retained by Barham, their heirs and assignees of record in Book 5052, Page 201, Register's Office for Davidson County, Tennessee.(6) Right of Way Easement conveyed to Hiza of record in Book 6284, Page 260, Register's Office for Davidson County, Tennessee.(7) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 11643, Page 669; Book 11643, Page 672, Register's Office for Davidson County, Tennessee(8) Stormwater Detention Agreement of record in Instrument No. 20060517-0058051, Register's Office for Davidson County, Tennessee(9) Charter for Aarons Cress Owners' Association, Inc. of record in Instrument No. 20060131-0012115, Register's Office for Davidson County, Tennessee.(10) Declaration of Sign Monument Easement Agreement with Covenants and Restrictions of record in Instrument No. 20070514-0057523, Register's Office for Davidson County, Tennessee.(11) Rights or claims asserted by upper and lower riparian owners in and to the flow of Dry Fork Creek.(12) Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Dry Fork Creek. (12) Any and all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantees, Grantees' successors and assigns, forever.

Grantors do covenant with the said Grantees that Grantors are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered except as set forth herein.

Grantors for itself and its successors, do covenant with the said Grantee, its heirs, successors and assigns, that it has not made, done, executed or suffered any act or thing whereby the above-described premises or any part thereof now or at anytime hereafter, shall or may be imperiled, charged or encumbered in any manner.

Grantor further covenants and binds itself, its representatives and assigns, to warrant and forever defend the title to the said premises to the Grantee, their heirs, successors and assigns, against the lawful claims of all parties claiming by, through or under it, but no further otherwise.

When necessary for proper construction, the singular shall include the plural and the plural shall include the singular, and the reference to any gender shall include reference to any and all genders.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be executed this 14th day of December 2023.

Mikayla Marie Demaiter

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **Mikayla Marie Demaiter, a single woman,** with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained as her free act and deed.

Witness my hand and official seal at office this 14th day of December 2023.

CINDY S. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 9, 2024

Notary Public
My Commission Expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $940,000.00.

Affiant

Subscribed and sworn before me this 14th day of December 2023.

MARY KATHRYN CHARLTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 4, 2027

Notary Public
My Commission Expires:

AFFIDAVIT FOR RECORDING

I, Cindy S. Smith, 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 **December 14, 2023** (date of document).

Cindy S. Smith, Affiant

12/20/2023
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me on this 20th day of December, 2023.

Notary

MY COMMISSION EXPIRES:

SARAH CUNNINGHAM
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires MARCH 21, 2026