

THIS INSTRUMENT
PREPARED BY AND RETURN TO:

EVANS | PETREE PC
1000 RIDGEWAY LOOP ROAD, SUITE 200
MEMPHIS, TENNESSEE 38120

NEW PROPERTY OWNER AND
SEND TAX BILLS TO:

CITY OF FRANKLIN

TAX ID #

PROPERTY ADDRESS: VACANT

**SPECIAL WARRANTY DEED
WITH RESTRICTIONS**

THIS INDENTURE made and entered into as of this ____ day of _____, 2014, by and between **Rural Plains Partnership**, a Tennessee general partnership whose partners are BNB-WCO Investors, LLC, a Tennessee limited liability company, The Avalyn Berry Swain and Tyler Berry IV Rural Plains Partnership, a Tennessee general partnership whose partners are The Avalyn Berry Swain Family Partnership, a Tennessee partnership, and The Tyler Berry IV Rural Plains Partnership, a Tennessee partnership, as Grantor, and **The City of Franklin**, Grantee,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate situated and being in Williamson County, Tennessee:

Lot 199, Section 4 (“Property” or “Lot”), Berry Farms Town Center (“Development”) which Lot is shown on plat of record in Plat Book ____, Page ____ (“Plat”), in the Register’s Office of Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property and incorporated herein by reference as if copied verbatim.

Being part of the same property as that conveyed to Grantor by Quitclaim Deeds of record in Book 2654, Page 817, and Book 2654, Page 823, in the Register's Office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, its heirs and assigns in fee simple forever.

And the said Grantor does hereby covenant with the said Grantee that it is lawfully seized in fee of the aforescribed real estate, that it has a good right to sell and convey the same; that the same is unencumbered except for those matters of record in the Register’s Office of Williamson County, Tennessee and which would be shown by survey, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise.

The Property is conveyed “As Is”, and Grantor makes no representations, written, oral or implied, as to the condition of the Property or any improvements thereon.

In addition, the Property is conveyed to the following restriction:

For a period of _____ years from the date of recording hereof, the Property conveyed herein shall used solely as a fire station. The Property is being given to the Grantee with the express understanding that if the Property shall cease to be used as a fire station during the aforementioned ____ year period, then the Property shall revert back to the Grantor and its successors free from any encumbrances whatsoever and this conveyance shall become null and void. Upon cessation of fire station use, the Grantee will execute a quit deed conveying title to the Property free from any encumbrances whatsoever back to Grantor. The forgoing restriction shall be for a term of _____ years from the date of recording hereof and shall run with the land and be binding on the successors and assigns of party of the second part.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said Grantor the day and year first above written.

Rural Plains Partnership

By: BNB-WCO Investors, LLC
Managing General Partner

By: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public, _____, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the _____ of **BNB-WCO Investors, LLC**, a Tennessee limited liability company, which is one of two partners of **Rural Plains Partnership**, a Tennessee general partnership, Maker, and is authorized by **BNB-WCO Investors, LLC**, a Tennessee limited liability company, which is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand and seal this ____ day of _____, 2014.

Notary Public

My Commission expires:

State Tax \$0.00
Register's Fee..... 2.00
Recording Fee 10.00
Total \$12.00

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$0.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2014.

Notary Public

My Commission expires: _____

4810-4083-0748, v. 3

DRAFT