This Instrument Prepared by:
Stokes & Bartholomew, P.A.
424 Church Street, Suite 2800
Nashville, Tennessee 37219

BOOK 7860 PAGE 416

ADDRESS NEW OWNER(S):	SEND TAX BILLS TO:	MAP-PARCEL NO.:
Cook Inlet Television Partners, L.P. 2525 "C" Street Anchorage, Alaska 99503	same	Map 103-1 Part of Parcel 127

SPECIAL WARRANTY DEED

CONTAINING RESTRICTIONS AND EASEMENTS

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 considerations, the receipt and sufficiency of which are hereby acknowledged, GILLETT BROADCASTING OF TENNESSEE, INC., a Delaware corporation, hereinafter the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto COOK INLET TELEVISION PARTNERS, L.P., a Tennessee limited partnership, hereinafter the GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as described on Exhibit "A(1)" attached hereto and incorporated herein by reference (the "Broadcast Tract").

This is a portion of the improved property, known as 5700 Knob Road, Nashville, Tennessee 37209.

GRANTOR acknowledges that GRANTEE intends to use the Broadcast Tract described on Exhibit "A(1)" for television station and transmission tower purposes. GRANTEE acknowledges that GRANTOR intends to develop GRANTOR'S surrounding property which property is described on the attached Exhibit "A(2)" which is herein incorporated by this reference (the "Development Property"). GRANTOR agrees for itself, its successors and assigns, that to the extent GRANTOR'S development of the Development Property is inconsistent with GRANTEE'S intended use of the Broadcast Tract described on Exhibit "A(1)", GRANTOR will not, so long as the Broadcast Tract is used for television station and transmission tower purposes, seek to have GRANTEE'S intended use terminated by legal or other means. GRANTEE agrees for itself, its successors and assigns, that it will not oppose GRANTOR'S development of GRANTOR'S Development Property and GRANTEE will not seek to have GRANTOR'S future use of its Development Property terminated or disapproved by legal or other means; provided, however, GRANTOR agrees that the development of its Development Property will not

include the transfer or use of any of GRANTOR'S Development Property for (a) a television station, transmission facility or other similar communications company; (b) any use that would affect the quality of GRANTEE'S broadcasting transmission, or (c) any use that would restrict the access to the Existing Road Easement (as hereinafter defined) or the New Knob Access Road Easement (as hereinafter defined), whichever is in existence.

GRANTOR agrees, for itself, its successors and assigns, that it will take no action which would adversely affect GRANTEE'S use of the Broadcast Tract described in Exhibit "A(1)" as a radio-television broadcast, transmission and production facility as long as it continues to be so used. GRANTOR, for itself, its successors and assigns, agrees not to pursue any subdivision or development of the Development Property which would adversely affect any zoning, conditional use, prior non-conforming use or other land use permit relating to such uses so long as GRANTEE continues such uses.

GRANTOR, its successors and assigns, covenants and agrees with GRANTEE, its successors and assigns that:

1. GRANTOR shall not construct any buildings upon that portion of GRANTOR'S surrounding property more particularly described on Exhibit "B", the height of which is greater than ten feet (10') below the lowest elevation of the parking lots located on GRANTEE'S Property contiguous to GRANTOR'S property described on Exhibit "B".

2. GRANTOR shall not construct any improvements (other than underground utilities and landscaping, which landscaping is subject to GRANTEE's approval and such approval shall not be unreasonably withheld) upon that portion of GRANTOR'S surrounding property as more particularly described on Exhibit "C" attached hereto and incorporated herein by reference.

GRANTOR, its successors and assigns, further covenants and agrees with GRANTEE, its successors and assigns, that so long as there is a transmission tower located upon the Broadcast Tract described on Exhibit "A(1)":

1. GRANTOR shall not construct any improvements (other than underground utilities and landscaping, which landscaping is subject to GRANTEE'S prior written approval and such approval shall not be unreasonably withheld) upon that portion of GRANTOR'S surrounding property described as Tract 1 on Exhibit "D" attached hereto and incorporated herein by reference; and

2. GRANTOR shall not construct any buildings upon that portion of GRANTOR'S surrounding property described as Tract 2 on Exhibit "D" attached hereto and incorporated herein by reference.

The covenants, conditions and restrictions set forth above shall run with and bind the land and shall inure to the benefit of GRANTOR and GRANTEE, their

respective successors and assigns. If either GRANTOR or GRANTEE, their respective successors and assigns, violate or attempt to violate any of the above covenants, it shall be lawful for the other party to prosecute any proceedings at law or in equity for injunctive relief, recovery of damages, or both. The failure by GRANTOR and/or GRANTEE to enforce any restriction, covenant or agreement set forth above, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

GRANTOR hereby expressly reserves unto itself, its successors and assigns, an easement across that portion of the Broadcast Tract conveyed hereby as more particularly described on Exhibit "E", attached hereto and incorporated herein by reference, without interference of the GRANTEE'S use of the Broadcast Tract, for ingress, egress, and access to that certain land of GRANTOR surrounding the Broadcast Tract conveyed hereby to GRANTEE, and for the purpose of installing, constructing, operating and maintaining underground water, sewer, gas, telephone, electrical and any other utilities in the property described on Exhibit "E", (the "Access and Underground Utility Easement"). However, GRANTOR'S use may not interrupt the GRANTEE'S television broadcast.

GRANTOR shall have all necessary and appropriate rights of ingress to and egress from the property described on Exhibit "E", without interference of the Grantee's use of the Broadcast Tract, for the purpose of installing, constructing, operating, maintaining, repairing and keeping these utilities in good, usable condition.

GRANTOR and GRANTEE covenant and agree as follows with respect to this Access and Underground Utility Easement:

a. Neither GRANTEE nor GRANTOR will fence the Access and Underground Utility Easement area;

b. GRANTOR shall promptly backfill any trench made by it on the Access and Underground Utility Easement area; shall clean up and remove all surplus dirt, rock, or other debris caused by its use of, and operations in, the Access and Underground Utility Easement area; and, shall promptly repair any damage it may do to GRANTEE's Broadcast Tract conveyed hereby;

c. GRANTEE shall keep up and maintain the Access and Underground Utility Easement area and any utility lines located therein shall be maintained by GRANTOR;

d. GRANTOR shall allow GRANTEE, its successors and assigns, to take all actions necessary and appropriate to install, construct, operate, maintain, and repair equipment with which to tap on, or connect to, the underground utilities for GRANTEE'S benefit without, at any time, charging GRANTEE a fee for the exercise of such tap on privileges and with all cost and expenses relative to such connection including all applicable governmental fees

and installation charges to separately meter such connection being the GRANTEE'S responsibility;

e. GRANTOR shall indemnify GRANTEE against any loss or damage to any and all real or personal property sustained by GRANTEE resulting in GRANTOR'S use of, and operations in, this Access and Underground Utility Easement including, but not limited to, the filing of any mechanic's and materialmen's liens which shall be promptly discharged or satisfied through posting of an adequate bond or bonds.

f. GRANTOR for itself, its agents, employees, and invitees shall defend and hold GRANTEE harmless from each and every claim and demand of whatever nature, made on behalf of or by a person or persons for any wrongful or negligent act or omission on the part of GRANTOR, its agents, employees, suppliers, or contractors in connection with GRANTOR'S use of, or operations in the easement and right-of-way area;

g. GRANTOR for itself, its agents, invitees and employees shall maintain public liability insurance in an amount customary for its activities upon the Access and Underground Utility Area.

GRANTEE shall not construct or maintain any building or structure on the Access and Underground Utility Easement area that will cause or be likely to cause any damage or injury to GRANTOR'S utilities located therein, nor shall it place fill in excess of ten (10) feet in an amount upon said easement area.

GRANTOR hereby expressly reserves unto itself, its successors and assigns, an exclusive permanent easement across that portion of the Broadcast Tract conveyed hereby as more particularly described on Exhibit "F", attached hereto and incorporated herein by reference, for any and all purposes which GRANTOR desires to make of such property including, but not by way of limitation, the installation, construction, operation, and maintenance of any roadways, utilities and buildings upon the Property described on the said Exhibit "F", (the "Exclusive Use Easement").

GRANTOR and GRANTEE covenant and agree as follows with respect to this Exclusive Use Easement:

a. GRANTEE shall have no right to use the Exclusive Use Easement area except for the location of utilities and ingress and egress to the Property hereby conveyed;

b. GRANTOR shall keep up and maintain the Exclusive Use Easement area and any improvements located therein;

c. GRANTOR shall indemnify GRANTEE against any loss or damage to any and all real or personal property sustained by GRANTEE resulting in GRANTOR'S use of, and operations in, this Exclusive Use Easement including, but not limited to, the filing of any mechanic's and materialmen's liens which shall be promptly discharged or satisfied through posting of an adequate bond or bonds.

d. GRANTOR for itself, its agents, employees, and invitees shall defend and hold GRANTEE harmless from each and every claim and demand of whatever nature, made on behalf of or by a person or persons for any wrongful or negligent act or omission on the

part of GRANTOR, its agents, employees, suppliers, or contractors in connection with GRANTOR'S use of, or operations in the Exclusive Use Easement area;

e. GRANTOR for itself, its agents, invitees and employees shall maintain public liability insurance in an amount customary for its activities upon the Exclusive Use Easement.

f. The size of any buildings constructed upon the Exclusive Use Easement by GRANTOR shall be limited to the size of building that could be constructed on a separate parcel which is equal in land area of the Exclusive Use Easement and GRANTOR shall be responsible for any ad valorem tax imposed as a result of such construction.

GRANTOR reserves the right to use the Exclusive Use Easement area for any purpose whatsoever so long as such use is not illegal, does not interfere with GRANTEE'S use of the remainder of the Broadcast Tract and is not inconsistent with other appurtenant easements granted to GRANTEE. GRANTEE shall not construct or maintain any improvement upon the Exclusive Use Easement area except for utilities and ingress and egress to Demoss Road which utilities, ingress and egress shall in no way interfere with the GRANTOR'S full enjoyment of the Easement hereby reserved.

Further, in the event that GRANTOR constructs a road on the Exclusive Use Easement area which road is dedicated to the Metropolitan Government of Nashville and Davidson County, Tennessee, or its successor, the title to the real property described as a parcel of land beginning at intersection of the southerly boundary of such dedicated roadway and the easterly boundary of the Exclusive Use Easement, thence in a northerly direction with the said easterly boundary of the Exclusive Use Easement to the intersection of Demoss Road and the easterly boundary of the Exclusive Use Easement; thence in a westerly direction along the said Demoss Road to the intersection of the westerly boundary of the Exclusive Use Easement and Demoss Road; thence with the westerly boundary of the Exclusive Use Easement to the intersection of the westerly boundary of the Exclusive Use Easement and the southerly boundary of the dedicated road; thence in an easterly direction along the southerly boundary of the dedicated road to the point of beginning, shall revert to the GRANTOR in fee simple to have and to hold with all appurtenances, estate, title and interest thereto belonging to the said GRANTOR its successors and assigns, forever.

GRANTOR has further bargained and sold, and by these presents does transfer and convey to GRANTEE, its successors and assigns, an exclusive easement for ingress to and egress from the Broadcast Tract described on Exhibit "A(1)" over that certain existing road as more particularly described on Exhibit "G" attached hereto and incorporated

herein by reference, for the benefit of GRANTEE, its agents, sublesses and invitees, and for the benefit of GRANTOR, its agents and invitees (the "Existing Road Easement"), which easement shall automatically terminate upon:

a. GRANTOR'S construction, at GRANTOR'S sole expense, of an access road of comparable quality and specifications to the existing road, upon the property more particularly described on Exhibit "H" attached hereto and incorporated herein by reference; and

b. GRANTOR'S granting to GRANTEE a permanent easement upon substantially the same terms and conditions as this Existing Road Easement over the property more particularly described on Exhibit "H" (the "New Knob Access Road Easement").

GRANTOR and GRANTEE hereby covenant and agree as follows with respect to this Existing Road Easement:

a. Subsequent to the development and improvement of GRANTOR'S surrounding property, GRANTOR shall not use the Existing Road Easement as an access to GRANTOR'S surrounding property. GRANTOR'S use of the Existing Road Easement shall not interfere with the normal operation of GRANTEE'S television station.

b. GRANTOR shall not construct any improvements other than underground improvements and landscaping, which landscaping shall be subject to GRANTEE'S approval, such approval not to be unreasonably withheld, within a strip of land four hundred feet (400') wide, the center line of which is located upon the centerline of the Existing Road Easement. This restriction shall terminate upon the automatic termination of this Existing Road Easement and the New Knob Access Road Easement shall contain such restriction.

c. GRANTEE shall indemnify GRANTOR against any loss or damage to any and all real or personal property sustained by GRANTOR resulting from GRANTEE'S use of, and operations in, the easement and right-of-way area including, but not limited to, the filing of any mechanic's and materialmen's liens which shall be promptly discharged or satisfied by the posting of an adequate bond or bonds.

d. GRANTEE shall defend and hold GRANTOR harmless from each and every claim and demand of whatever nature, made on behalf of or by a person or persons for any wrongful or negligent act or omission on the part of GRANTEE, its agents, employees, invitees, suppliers, or contractors in connection with GRANTEE'S use of, or operations in, the easement and right-of-way area;

e. GRANTEE for itself, its agents, invitees, and employees shall maintain public liability insurance in an amount customary for its activities upon the Existing Road Easement.

f. GRANTEE shall keep and maintain the Existing Road Easement, as well as the area encompassed within the restrictions against improvements set out in the immediately preceding paragraph b. at GRANTEE'S sole cost and expense.

g. Neither GRANTOR nor GRANTEE shall fence the Existing Road Easement.

h. In constructing the New Knob Access Road upon the property described on Exhibit "H" GRANTOR shall (i) not unreasonably interrupt the access to the Property and shall not interrupt the normal operations of WSMV-TV and (ii) either relocate the

signage and entrance way on the Existing Road to the New Knob Access Road or replace such signage and entrance way with comparable signage and a comparable entrance way on the New Knob Access Road to be approved by GRANTEE, which approval shall not be unreasonably withheld and which shall be deemed to have been given if the new signage and entrance way is substantially identical to the signage and entrance way existing as of the date hereof.

The Access and Underground Utility Easement is intended to and shall run with the land, and shall be for the benefit and use of GRANTOR, its successors and assigns, as owner of the surrounding property, and shall burden the Property described on Exhibit "A(1)" owned by GRANTEE, its successors and assigns. The Existing Road Easement is intended to and shall run with the land, and shall be for the benefit and use of GRANTOR, its successors and assigns, as owner of the surrounding property, and to the benefit and use of GRANTEE, its successors and assigns, as owner of the Property.

In the event one or more of the provisions contained herein or any part thereof or application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions or parts hereof contained herein and any application thereof shall not in any way be affected or impaired thereby.

TO HAVE AND TO HOLD the Broadcast Tract and the Existing Road Easement with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever. And GRANTOR does covenant with the said GRANTEE that GRANTOR is lawfully seized and possessed of said Broadcast Tract and the land upon which the Existing Road Easement is located in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by itself, except as set out hereinabove and on Exhibit "I" attached hereto and incorporated herein by reference. And GRANTOR does further covenant and bind itself, its successors, its representatives, and its assigns to warrant and forever defend the title to the said Broadcast Tract and Existing Road Easement to the said GRANTEE, its successors, representatives, and assigns, against the lawful claims of all persons claiming by, through, or under it, but no further.

At any time and from time to time, upon request, GRANTOR or GRANTEE shall make, execute and deliver, or cause to be made, executed and delivered, to the other party, and where appropriate, cause to be recorded and/or filed, at such times and in such places as shall be necessary, any and all such other and further documents as may be necessary or desirable in order to effectuate, complete, or perfect, or to

continue and preserve the intentions of the parties as herein contained and described.

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. As used herein the term GRANTOR shall refer to the GRANTOR, its successors, representatives, and assigns and the term GRANTEE shall refer to the GRANTEE, its successors, representatives, and assigns.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have hereunto set their hands this 7th day of JUNE, 1989.

GRANTOR:

GILLETT BROADCASTING OF TENNESSEE, INC.

By: Larry D. Haynes

Title: Vice President

GRANTEE:

COOK INLET TELEVISION PARTNERS, L.P.

By: [illegible]

Title: [illegible] President

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, Terrence R. Brady, a notary public of the state and county aforesaid, Larry D. Hayden, with whom I am personally acquainted, and who acknowledged that he is the Vice President of Gillett Broadcasting of Tennessee, Inc., the maker or a constituent of the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 7th day of June, 1989.

Terrence R. Brady
Notary Public

My Commission Expires:
2/21/90

"OFFICIAL SEAL"
Terrence R. Brady
Notary Public, State of Illinois
My Commission Expires Feb. 21, 1990

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, Terrence R. Brady, a notary public of the state and county aforesaid, George V. Kriste, with whom I am personally acquainted, and who acknowledged that he is the President of Cook Inlet Television Partners, L.P., the maker or a constituent of the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 7th day of June, 1989.

Terrence R. Brady
Notary Public

My Commission Expires:
2/21/90

"OFFICIAL SEAL"
Terrence R. Brady
Notary Public, State of Illinois
My Commission Expires Feb. 21, 1990

STATE OF Illinois
COUNTY OF Cook

The actual consideration or value, whichever is greater, for this transfer is $7,500,000.00.

Affiant

Sworn to and subscribed before me
this 7th day of June, 1989.

Terrence R. Brady
Notary Public

My Commission Expires:
2/21/90

"OFFICIAL SEAL"
Terrence R. Brady
Notary Public, State of Illinois
My Commission Expires Feb. 21, 1990

EXHIBIT A(1)

LEGAL DESCRIPTION FOR 11.64 ACRES BOUNDARY AROUND WSMV BUILDINGS

Beginning at a point by a concrete monument in the North right-of-way line of Knob Road, said monument being also a point in the West line of Lot 18, Brookside Courts Addition Number 2, Plat Book 1835, Page 47, Registers Office for Davidson County, Tennessee, 5.67 feet North 06°24'29" East of the Southwest corner of said Lot 18; thence North of 02°34'14" West, 772.01 feet to an iron pin being the True Point of Beginning: thence South 88°01'20" West 472.72 feet to an iron pin (new); thence North 2°57'44" West 76.07 feet to an iron pin (new); thence South 69°56'41" West 521.36 feet to an iron pin (new); thence South 80°35'55" West 181.93 feet to an iron pin (new); thence North 76°39'30" West 143.64 feet to an iron pin (new); thence North 48°31'06" West 143.91 feet to an iron pin (new), located 5 feet more or less West of a fence surrounding the transmitter building; thence continuing on a line parallel to and approximately 5 feet outside said fence North 19°01'24" East 64.07 feet to an iron pin (new); thence North 5°15'48" West 151.32 feet to an iron pin (new); thence North 77°11'27" East 73.58 feet to an iron pin (new); thence South 87°49'17" East 81.94 feet to an iron pin (new); thence South 46°36'29" East 66.09 feet to an iron pin (new); thence South 3°51'12" East 160.28 feet to an iron pin (new), located 7 feet more or less East of said fence; thence leaving said fence and transmitter area North 80°35'55" East 169.56 feet to an iron pin (new); thence North 69°56'41" East 556.34 feet to center of a 24 inch oak; thence North 2°00'56" West 128.38 feet to an iron pin (new); thence North 54°36'52" East 210.88 feet to an iron pin (new); thence North 88°05'51" East 231.82 feet to an iron pin (new); thence North 3°12'17" West 317.80 feet to an iron pin (new), located in the South Right-of-Way line of Demoss Road; thence with said Right-of-Way line, thence South 89°04'49" East 200.52 feet to an iron pin (new), located 402.66 feet along said South Right-of-Way line from the extreme Northeast corner of the 114.56 acre parent tract; thence South 3°12'17" East 663.37 feet to an iron pin (new); thence South 46°44'08" West 185.44 feet to the true point of beginning, containing 11.64 acres, more or less or 506872.31 square feet.

This is land in Davidson County, Tennessee and is described according to a survey by Gresham, Smith & Partners, dated February 3, 1989 and revised May 22, 1989.

Being a portion of the property conveyed to Gillett Broadcasting of Tennessee, Inc., a Delaware Corporation by deed of record in Book 5815, page 186 Register's Office for Davidson County, Tennessee.

LEGAL DESCRIPTION
FOR 102.92 ACRE TRACT

Beginning at a concrete monument (old) in the north right-of-way of Knob Road, said monument being a point in the West line of Lot #18 of Brookside Courts, Addition #2, 5.67 feet North of the Southwest corner of said Lot #18, of record in Plat Book 1835, page 47, R.O.D.C., said point further described as being located 172.5 feet, more or less, Westerly from the centerline of the pavement of Kendall Drive;

Thence, continuing with the Northerly right-of-way of said Knob Road, N88°02'09"W, 352.62 feet, to an iron pin (new) located at a point of curvature;

Thence, with a curve to the left having a delta of 13°27'00", a radius of 1400.00 feet, for an arc distance of 328.65 feet, to an iron pin (old) located at the point of tangency;

Thence, S78°33'13"W, leaving the right-of-way of Knob Road at 778.8 feet, more or less and continuing for a total distance of 1094.08 feet, to an iron pipe (old) located in the East line of Lot #66 of Hillwood Park, recorded in Plat Book 3300, page 27, R.O.D.C., said point further described as being located 36.2 feet Northerly from the North right-of-way of Knob Road;

Thence, continuing with the North and East lines of Hillwood Park Subdivision, N23°23'56"W, 129.14 feet, to an iron pipe (old);

Thence, N88°13'36"W, running generally along an old fence and portions of a rock wall for a distance of 1449.62 feet, to a cut stone (old) located in the East line of Section H, of Horton Heights Subdivision, as recorded in Plat Book 3600, page 100, R.O.D.C.;

Thence, continuing generally along an old fence row and with said East line of Horton Heights, N00°21'10"E, 237.43 feet, to an iron pin (old) by an 8-inch hackberry;

Thence, N00°23'32"E, 103.44 feet, to a concrete monument (old);

Thence, N2°38'47"E, 140.76 feet, to an iron pin (old) located 1.93 feet Westerly from a set stone (old);

Thence, leaving Horton Heights and running with the South lines of Maxwell recorded in Deed Book 4946, page 610, Maxwell recorded in Deed Book 4778, page 682, Maxwell recorded in Deed Book 4464, page 180 and Hyndman, as recorded in Deed Book 4304, page 522, R.O.D.C., N73°14'20"E, 1027.41 feet, to a chiseled "X" in the concrete foundation of a chain link fence;

Thence, generally along chain link fence and with the East lines of said Hyndman, Staggs as recorded in Deed Book 4228, page 788 and Hodges, as recorded in Deed Book 6434, page 124, R.O.D.C., N2°47'35"E, leaving the chain link fence at 310 feet, more or less, and continuing for a total distance of 530.05 feet, to an iron pin (old) set in asphalt in the East line of said Hodges;

Thence, leaving Hodges' line and continuing with the South and East line of Williams as recorded in Deed Book 2595, page 443, crossing a paved drive and the chain link fence, N86°35'58"E, 305.80 feet, to an iron pin (old) located by a fence corner;

Thence, with the East lines of said Williams and Carlisle as recorded in Deed Book 5042, page 257, and generally along a chain link fence N5°08'53"E, 338.95 feet, to an iron pin (old) located in the North side of an asphalt street and in the South line of Aldridge as recorded in Deed Book 5791, page 608, R.O.D.C.;

Thence, continuing with said Aldridge's line, same being the North line of a 30 foot easement which extends from the end of Watts Lane to the East of Tract #6 of the Division of Jackson Place, as recorded in Deed Book 1130, page 59, R.O.D.C., of which is a portion of the herein described land, S88°22'47"E, 127.64 feet, to an iron pin (old) located by a cyclone fence corner and in the Southeast corner of the dead end of the right-of-way of Marcia Avenue;

Thence, with said East right-of-way line of Marcia Avenue, N36°03'44"W, passing over an iron pin (old) at 192.74 feet, and continuing for a total distance of 198.00 feet, to an iron pin (new) located in said East right-of-way line of Marcia Avenue at its' intersection with the South right-of-way line of Hill Circle;

Thence, continuing with said South right-of-way line N73°38'54"E, 181.89 feet, to a point;

Thence, N66°16'53"E, 186.00 feet, to an iron pin (new);

Thence, N51°56'53"E, 100.00 feet, to an iron pin (new);

Thence, N38°46'53"E, 133.00 feet, to an iron pin (new);

Thence, N29°26'38"E, 150.00 feet, to an iron pin (new);

Thence, N39°25'08"E, 117.00 feet, to an iron pin (new), located near the corner of a cyclone fence, same being the Northwest corner of Spann as recorded in Deed Book 5056, page 698;

Thence, with said Spann's West line S53°51'40"E, 180.00 feet, to an iron pin (old) located by a cyclone fence corner;

Thence, leaving said Spann and continuing along a security fence and with the West lines of Briley Parkway Associates, as recorded in Deed Book 4419, page 586, Arnold as recorded in Deed Book 3407, page 211 and Arnold as recorded in Deed Book 1305, page 51, R.O.D.C., S7°41'06"E, 588.54 feet, to an iron pin (old) located by a fence corner, same being the Southwest corner of Watts as recorded in Deed Book 4122, page 960, R.O.D.C.;

Thence, generally along a fence and with said South line of Watts, S89°33'45"E, 526.14 feet, to an iron pin (old) located by a dead 24-inch hackberry tree;

Thence, continuing with said Watts South line S89°04'49"E, leaving Watts and intersecting the South right-of-way line of DeMoss Road at 250 feet, more or less, and continuing with said South right-of-way line for a total distance of 947.70 feet, to an iron pin (old) located by a fence corner;

Thence, leaving said DeMoss Road and continuing generally along a fence and with the West lines of Huff as recorded in Deed Book 5084, page 421, Brookside Baptist Church, as recorded in Deed Book 6552, page 359 and Wilson as recorded in Deed Book 4307, page 386, R.O.D.C., S00°30'00"E, 778.25 feet, to an iron pin (new) located at a fence corner, same being located 0.90 feet South of an existing iron pin (Note: See Detail "A" on plat);

Thence, generally along a fence, N89°39'18"W, 385.67 feet, to a concrete monument (old) located at the end of the security fence and at the Northwest corner of Brookside Courts, Addition #2, as recorded in Plat Book 5210, page 190, R.O.D.C.;

Thence, generally along an old fence and continuing with the West line of said subdivision S6°21'30"W, 392.20 feet, to an iron pin (old);

Thence, S6°24'29"W, 390.96 feet, to the point of beginning, containing 114.56 acres or 4990209.77 square feet, more or less.

Included in the above description, but expressly excluded therefrom is the following described property:

Beginning at a concrete monument (old) in the North right-of-way of Knob Road, said monument being a point in the West line of Lot #18 of Brookside Courts, Addition #2, 5.67 feet North of the Southwest corner of said Lot #18, of record in Plat Book 1835, page 47, R.O.D.C., said point further described as being located 172.5 feet, more or less, Westerly from the centerline of the pavement of Kendall Drive;

Thence, with a random line to the Southeast corner of the subject property, N2°34'14"W, 772.01 feet, to an iron pin (new);

Thence, S88°01'20"W, 472.72 feet, to an iron pin (new);

Thence, N2°57'44"W, 76.07 feet, to an iron pin (new);

Thence, S69°56'41"W, 521.36 feet, to an iron pin (new);

Thence, S80°35'55"W, 181.93 feet, to an iron pin (new);

Thence, N76°39'30W, 143.64 feet, to an iron pin (new);

Thence, N48°31'06"W, 143.91 feet, to an iron pin (new), located 5 feet, more or less, West of a fence surrounding the transmitter building;

Thence, continuing on a line parallel to and 5 feet outside said fence, N19°01'24"E, 64.07 feet, to an iron pin (new);

Thence, N5°15'48"W, 151.32 feet, to an iron pin (new);

Thence, N77°11'27"E, 73.58 feet, to an iron pin (new);

Thence, S87°49'17"E, 81.94 feet, to an iron pin (new);

Thence, S46°36'29"E, 66.09 feet, to an iron pin (new);

Thence, S3°51'12"E, 160.28 feet to an iron pin (new), located 7 feet, more or less, East of said fence;

Thence, leaving the fence and transmitter area, N80°35'55"E, 169.56 feet, to an iron pin (new);

Thence, N69°56'41"E, 556.34 feet, to a 24-inch oak;

Thence, N2°00'56"W, 128.38 feet, to an iron pin (new);

Thence, N54°36'52"E, 210.88 feet, to an iron pin (new);

Thence, N88°05'51"E, 231.82 feet, to an iron pin (new);

Thence, N3°12'17"W, 317.80 feet, to an iron pin (new), located in the South right-of-way line of DeMoss Road;

Thence, with same S89°04'49"E, 200.52 feet, to an iron pin (new) located 402.66 feet, along said South right-of-way line from the extreme Northeast corner of the 114.56 acre parent tract;

Thence, S3°12'17"E, 663.37 feet, to an iron pin (new);

Thence, S46°44'08"W, 185.44 feet, to the point of beginning, containing 11.64 acres, more or less or 506872.31 square feet.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

(21)

RESTRICTED USE
(UTILITY & LANDSCAPE ONLY)
EASEMENT

(REVISED JUNE 2, 1989)

Beginning at a concrete monument (old) in the North right-of-way of Knob Road, said monument being a point in the West line of Lot #18 of Brookside Courts, Addition #2, 5.67 feet North of the Southwest corner of said Lot #18 of record in Plat Book 1835, page 47, R.O.D.C., said point further described as being located 172.5 feet more or less Westerly from the centerline of the pavement of Kendall Drive;

Thence, with a random line to the Southwest corner of the subject property N4°29'13"W, 662.56 feet to a point;

Thence, S88°01'20"W, 606.57 feet, to a point;

Thence, N2°00'56"W, 533.03 feet, to a point;

Thence, N54°36'52"E, 59.87 feet, to a point;

Thence, S2°00'56"E, 516.00 feet, to a point;

Thence, N88°01'20"E, 613.57 feet, to a point;

Thence, S46°44'08"W, 75.78 feet, to the point of beginning.

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100' BUILDING LIMITS EASEMENT AROUND STUDIO BUILDING (DESCRIPTION OF PERIMETER)

Beginning at a concrete monument (old) located in the East boundary of the 114.56 acre parent tract same being a corner in the West line of lot # 3 of a resubdivision of reserved parcel "A" of Brookside Courts addition # 2 recorded in plat book # 5210, page # 190, R.O.D.C.; thence with the West line of said subdivision South 6°21'30" West 33.57 feet to a point; thence South 46°44'08" West 105.57 feet to a point; thence South 88°01'20" West 613.57 feet to a point; thence North 2°00'56" West 516.00 feet to a point; thence North 54°36'52" East 294.84 feet to a point; thence North 88° 05'51" East 559.70 feet to a point; thence South 3°12'17" East 499.77 feet to a point; thence South 46°44'08" West 115.71 feet to a point; thence North 89°39'18" West 31.53 feet to the point of beginning, with the inside edge of above described easement being the boundary of the 11.64 Acres tract.

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EXHIBIT "D"

Tract 1

(10)

600 FEET DIAMETER CONSTRUCTION LIMITS EASEMENT

Situated about a 300 foot radius revolving around the main I. V. transmission tower.

Tract 2

(11)

750 FEET DIAMETER BUILDING LIMITS EASEMENT

Situated about a 375 foot raduis revolving around the Main I. V. transmission tower.

ACCESS AND UNDERGROUND UTILITY EASEMENT

(REVISED JUNE 2, 1989)

Beginning at a concrete monument (old) in the North right-of-way of Knob Road, said monument being a point in the West line of Lot #18 of Brookside Courts, Addition #2, 5.67 feet North of the Southwest corner of said Lot #18, of record in Plat Book 1835, page 47, R.O.D.C., said point further described as being located 172.5 feet, more or less Westerly from the centerline of the pavement of Kendall Drive;

Thence, with a random line to the Southeast corner of the subject project N31°35'29"W, 975.44 feet, to an iron pin (new);

Thence, with the Southerly line of the 11.64 acre tract, S69°56'41"W, 521.36 feet, to an iron pin (new);

Thence, S80°35'55"W, 181.93 feet, to an iron pin (new);

Thence, N76°39'30"W, 19.02 feet, to a point;

Thence, N3°51'12"W, 143.54 feet, to an iron pin (new);

Thence, with the Northerly boundary of the said 11.64 acre tract, N80°35'55"E, 169.56 feet, to an iron pin (new);

Thence, N69°56'41"E, 556.34 feet, to a 24-inch oak;

Thence, S2°43'33"E, 157.76 feet, to the point of beginning.

(20)

EXCLUSIVE USE EASEMENT

Beginning at an iron pin (new) located in the South right-of-way line of Demoss Road said iron pin being located 603.18 feet North 89°04'49" West from the Northeast corner of the 114.56 acre parent tract said point further described as being 670 feet more or less West of the centerline of pavements of said Demoss Road and Oceola Avenue; thence with the said South right-of-way line of Demoss Road South 89°04'49" East 200.52 feet to an iron pin (new); thence leaving Demoss Road South 3°12'17" East 307.92 feet to a point in the East line of the 11.64 acre tract; thence South 88°05'51" West 200.05 feet to an iron pin (new); thence North 3°12'17" West 317.80 feet to the point of beginning.

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; AND ESS

EXISTING ROAD EASEMENT

(THIS 400' WIDE EASEMENT IS LOCATED 200' EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.)

Beginning at a concrete monument (old) in the North right-of-way of Knob Road, said monument being a point in the West line of lot # 18 Brookside Courts addition # 2 5.67 feet North of the Southwest corner of said lot # 18, of record in plat book 1835, page 47, R.O.D.C., said point further described as being located 172.5 feet more or less Westerly from the centerline of the pavement of Kendall Drive; thence continuing with the Northerly right-of-way of said Knob Road North 00°02'09" West 352.62 feet to an iron pin (new) located at a point of curvature; thence with a curve to the left having a delta of 1°11'51", a radius of 1400 feet, for an arc distance of 29.26 feet to a point on the Southerly property line of the 114.56 acre parent tract where the centerline of the existing drive intersect same; thence with said centerline of existing drive North 3°47'26" West 44.01 feet to a point on a curve to the left; thence with said curve having a delta of 15°02'13", a radius of 533.81 feet, a chord length of 139.69 feet which the chord bears North 11°18'33" West for an arc length of 140.10 feet to a point of tangency; thence North 18°49'39" West 335.42 feet to a point on a curve to the left; thence with said curve having a delta of 24°32'51", a radius of 375.07 feet, a chord length of 159.47 feet which the chord bears North 31°06'05" West for an arc length of 160.69 feet to a point of tangency; thence North 43°22'31" West 110.14 feet to a point on a curve to the right; thence with said curve having a delta of 23°17'03", a radius of 100.00 feet, for a chord length of 40.36 feet which the chord bears North 31°43'59" West for an arc length of 40.64 feet to a point in the Southerly property line of the 11.64 acre tract 2 located South 69°56'41" West 200.63 feet from a corner, in said tract 2.

100 FEET INGRESS AND EGRESS

PERMANENT EASEMENT NEW ENTRANCE ROAD

(THIS 100' WIDE EASEMENT IS LOCATED 200' EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE)

Beginning at a concrete monument (old) in the North right-of-way of Knob Road, said monument being a point in the West line of lot # 18 of Brookside Courts addition # 2 5.67 feet North of the Southwest corner of said lot # 18, of record in plat book 1835, page 47, R.O.D.C., said point further described as being located 172.5 feet more or less Westerly from the centerline of the pavement of Kendall Drive; thence continuing with the Northerly right-of-way of said Knob Road North 88°02'09" West 230.00 feet to a point in the Southerly boundary of the 114.56 acre parent tract where the centerline of the proposed new entrance intersects the Northerly right-of-way line of Knob Road; thence North 2°16' 23" East 233.89 feet to a point on a curve; thence with a curve to the left having a delta of 64°46'04", a radius of 287.79 feet, a chord length of 308.27 feet which the chord bears North 30°06'40" West for an arc distance of 325.32 feet to a point of tangency; thence North 62°29'42" West 85.00 feet to a point on a curve to the right; thence with said curve having a delta of 19°07'11", a radius of 754.82 feet, a chord length of 250.72 feet which the chord bears North 52° 56'06" West for an arc distance of 251.88 feet to the point of tangency; thence North 43°22'31" West 40.08 feet to a point on a curve to the right; thence with said curve having a delta of 23°17'03", a radius of 100.00 feet, a chord length of 40.36 feet which the chord bears North 31°43'59" West, for an arc distance of 40.64 feet to a point in the Southerly property line of the 11.64 acre tract 2 located S 69°56'41" W 200.63 feet from a corner in said tract 2.

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EXHIBIT "I"

Permitted Encumbrances

1. 1989 Real Property Taxes which have been pro-rated between GRANTOR and GRANTEE.

2. Financing statement naming Gillett Broadcasting of Tennessee, Inc., a Delaware corporation as debtor, and COMSAT General Corporation as secured party, dated November 8, 1985, of record in Book 6706, page 30, Register's Office for Davidson County, Tennessee. The indebtedness secured by this security interest having been assumed by the GRANTEE.

3. Memorandum of Lease by and between W.S.M., Inc., and Gillett Broadcasting of Tennessee, Inc., dated November 1, 1981, of record in Book 5815, page 192, said Register's Office.

4. Memorandum of Option to Lease between Gillett Broadcasting Company of Tennessee and Reel Broadcasting Company, Inc., of record in Book 5970, page 950, said Register's Office, a memorandum of said lease appears of record in Book 6006, page 660, said Register' Office.

5. Rights of Vanderbilt University (WRVU Radio Station) and the Federal Bureau of Investigation, which rights include use of transmission tower located on subject Property and ingress and egress over Property.

6. Anchors and Guy Wires Easement of record in Book 7860, page 442, said Register's Office.

7. Utilities and Drainage Facilities Easement of record in Book 7860, page 451, said Register's Office.

8. Matters shown on the survey of Gresham Smith and Partners dated May 22, 1989.

39604

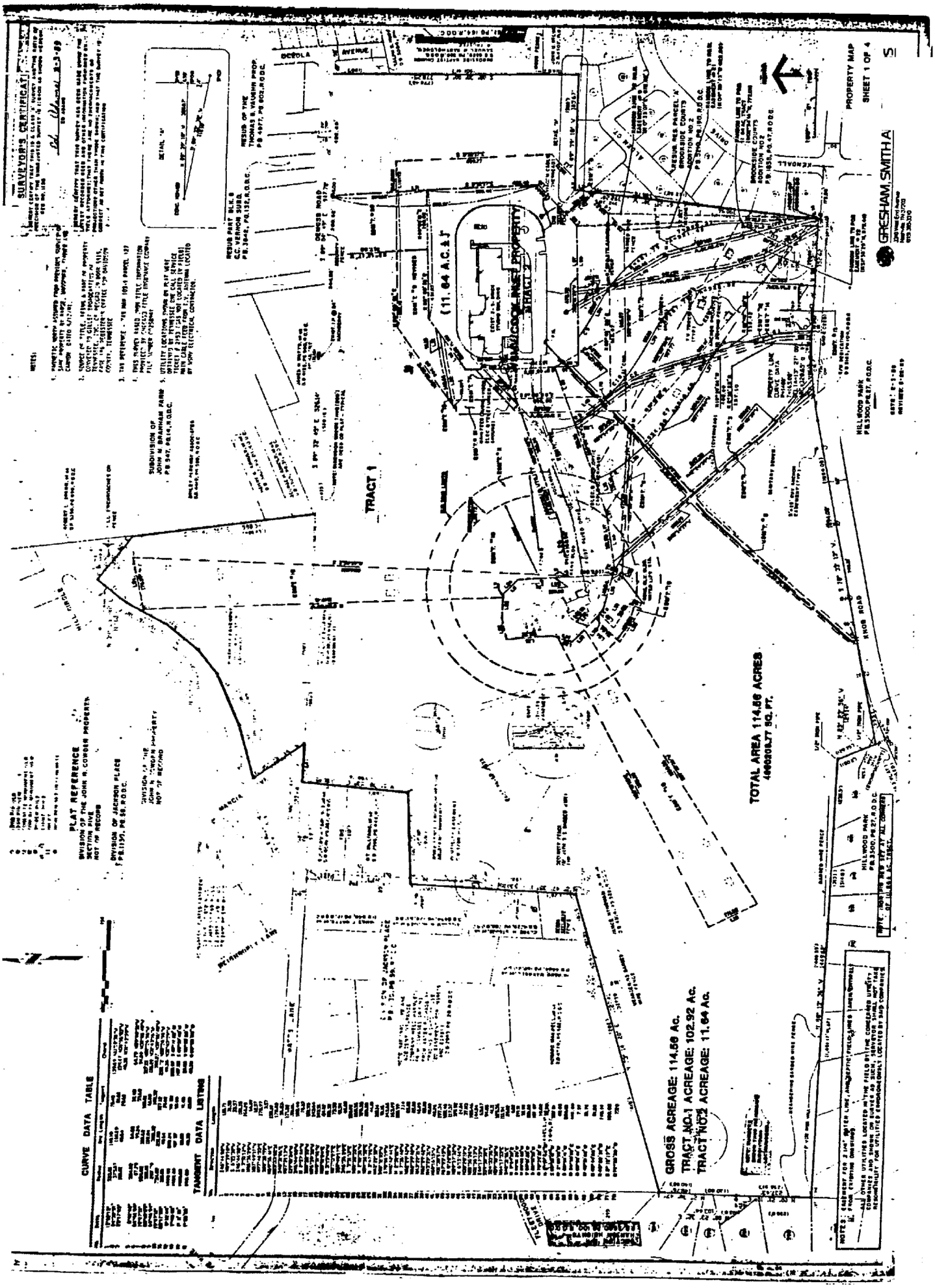
IDENTIFICATION REFERENCE

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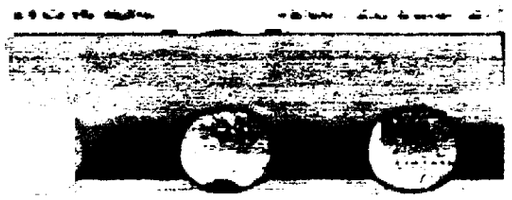
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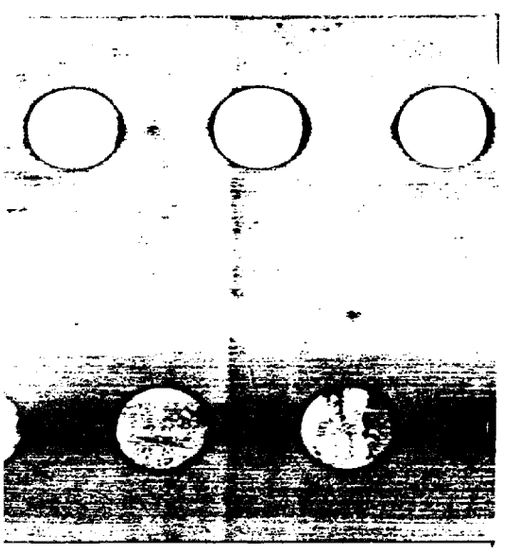
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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY







OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7860 PAGE 441

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT 7500000.00	
			CON TX 24750.00	
			PRFEE 0.50	
			WDEED 75.00	
			TOTAL 24825.50	
			CHECK 24825.50	
06/08/89	01		10:37 0001 3096	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

39604

IDENTIFICATION REFERENCE

Jun 8 10 36 AM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 217447