FROM: METROCENTER PROPERTIES, INC.
TO: ENVIROSYSTEMS DEVELOPMENT, INC.

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS (JEH)
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

Address New Owner:
Envirosystems Development, Inc.
142 Balmoral Road
Franklin, Tennessee 37064

Send Tax Bills To:
Same

Map-Parcel No.
82; 10

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $325,000.00.

Affiant

Subscribed and sworn to before me, this the 11th day of June, 1990.

Notary Public

My Comm. Expires: NOV. 21, 1992

SPECIAL WARRANTY DEED
(WITH RESTRICTIONS)

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, METROCENTER PROPERTIES, INC., a Delaware corporation, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto ENVIROSYSTEMS DEVELOPMENT, INC. a Tennessee corporation, hereinafter called the GRANTEE, its successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

TRACT 11

Being a parcel of land in Nashville, the First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the southerly side of Interstate 265 and the westerly side of the Cumberland River and being more particularly described as follows:

BEGINNING at a point in the southwesterly corner of Lot 11A, First Revision MetroCenter as of record in Book 5060, page 59, R.O.D.C., said point also being S 85° 42' 35" W, 521.24 feet from the westerly margin of Great Circle Road;

THENCE, N 85° 42' 35" E, 737.20 feet, crossing the terminus of said Great Circle Road to the low water line of the Cumberland River;

THENCE, with said low water line S 04° 45' E, 300.00 feet to a point;

THENCE, continuing with said low water line S 06° 45' W, 135.96 feet to a point;

THENCE, leaving said low water line due West, 744.00 feet to a point, said point being the

southwesterly corner of the herein described tract and also being a northeasterly corner of the Metropolitan Government Department of Water and Sewer as of record in Book 7085, page 187, R.O.D.C.;

THENCE, due North, 378.83 feet to the point of beginning.

CONTAINING 304,751 square feet or 7.00 Acres, more or less.

BEING part of the same property conveyed to GRANTOR by instrument of record in Book 8061, page 933, said Register's Office.

SAID PROPERTY is conveyed expressly subject to current year's taxes; those restrictive covenants of record in Book 5225, pages 112 and 120, and that specific restriction identified as Article VI in that instrument of record in Book 5242, page 389 (hotel-motel restriction), said Register's Office; flowage easement held by the United States of America in connection with the Cheatham Lock and Dam project; a Metropolitan Government easement for the operation and maintenance of a flood control levee and outlet works, including retention lakes and drainage canals; a fifteen foot easement held by Colonial Pipeline Company for petroleum products pipeline; a thirty foot private easement for a reairoad lead tract; and easement for a sixty foot right-of-way.

TO HAVE AND TO HOLD the said Property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to GRANTEE, its heirs, successors and assigns, forever.

GRANTOR further covenants and binds itself, its heirs, representatives, and successors to warrant specially and forever defend the title to said real estate to GRANTEE, its heirs, successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the matters set forth above), but not further or otherwise. 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.

In consideration of the promises and covenants contained herein, and as specific consideration for the removal of the Restrictions (as hereinafter defined) from the Property, which restrictions benefit GRANTOR and the METROCENTER IMPROVEMENTS ASSOCIATION, INC. ("MIA"), a not-for-profit corporation composed of the property owners in MetroCenter Business Park ("MetroCenter"), and as partial specific consideration to GRANTOR for GRANTOR's agreement to transfer, convey and sell the Property to GRANTEE, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, GRANTOR, GRANTEE and MIA, for each of them and for their successors and assigns, do hereby agree as follows:

1. By Termination of Restriction to be recorded simultaneously herewith, those restrictive covenants of record in Book 5242, page 389, Book 5792, page 787, Book 7012, page 61, and Book 7487, page 952, (collectively the "Restrictions"), will be removed from the title to the Property, and shall no longer be applicable as a restriction or encumbrance on said Property.

2. GRANTOR, GRANTEE and MIA understand, acknowledge and agree that any present access to the Property via Great Circle Road or via MetroCenter is hereby terminated.

3. GRANTEE agrees to participate in the abandonment and closure process of Great Circle Road, which process has been instituted by GRANTOR and MIA. GRANTEE shall be supportive in, and shall perform such activities as may be reasonably requested by GRANTOR or MIA, their successors or assigns, in connection with GRANTOR's or MIA's efforts in obtaining an abandonment and closure of the access to the Property presently existing via Great Circle Road under United States Interstate Highway 265 Bridge.

4. GRANTEE expressly acknowledges and agrees that MIA and GRANTOR have a vested interest in the uses to be made of the Property, and GRANTEE expressly acknowledges and agrees that the permanent closure and abandonment of Great Circle Road is partial specific consideration to GRANTOR for GRANTOR'S agreement to transfer, convey and sell the Property to GRANTEE, and for GRANTOR'S affirmative vote, as a member of the MIA, to obtain a release of the Property from the Restrictions and the owners of the Property from membership in the MIA. The success or failure of the permanent closure and abandonment of Great Circle Road, however, in no way shall serve to nullify or le .en the express agreement by GRANTOR, GRANTEE, and MIA that access to the Property will not exist via Great Circle Road. Further, in the event Great Circle Road is permanently closed and abandoned, and is subsequently re-opened by governmental action or otherwise, or in the event a less than permanent closure and abandonment of Great Circle Road occurs, GRANTEE expressly acknowledges and agrees that access to the Property shall not exist via Great Circle Road.

5. In accordance with the terms of this instrument, GRANTEE expressly acknowledges and agrees that as part of the consideration for the sale and purchase of the Property, GRANTEE restricts the Property so that any land use, construction, alteration or modification of the Property, or of structures on the Property which requires access via Great Circle Road or through MetroCenter, or any portion thereof, other than for that portion of Dominican Drive or Third Avenue which passes through MetroCenter, is expressly prohibited and restricted by this instrument. Should GRANTEE at any time desire to begin utilization of Great Circle Road as access to the Property, GRANTEE shall submit to MIA a full and complete description of the GRANTEE's proposed use of the Property which requires Great Circle Road access and a description of the anticipated impact such access will have on MetroCenter. Within sixty (60) normal working days following submission of such request the MIA shall notify GRANTEE of its approval or disapproval of such use and any condition to such use, it being expressly acknowledged and agreed that such approval by the MIA may be unreasonably withheld. GRANTEE shall make not more than one (1) such request in any calendar year.

6. It is expressly understood that with respect to any uses of the Property which do not require Great Circle Road access or access through MetroCenter, or any portion thereof, other than for the portion of Dominican Drive or Third Avenue which passes through MetroCenter, there shall be no restriction (except as may be imposed by law, ordinance or regulation).

7. GRANTOR, GRANTEE, and MIA expressly acknowledge and agree that any violation of these covenants and restrictions by GRANTEE shall result in damage to MIA, and upon such violation, GRANTEE agrees to pay MIA liquidated damages in the amount of Two Thousand and No/100 Dollars ($2,000.00) per day, such liquidated damages being necessary in that damages upon such a violation are, or will be, impossible or difficult to ascertain.

8. Any costs, fees, or expenses, including attorneys' fees and court costs, incurred by MIA and/or GRANTOR in enforcing the covenants and restrictions contained herein shall be assessed against, and paid by, GRANTEE.

9. Any and all dues or sums paid by GRANTOR as of the date of this instrument pursuant to GRANTOR's obligation as a member of the MIA shall remain the sole property of the MIA, and no refund,

proration or credit for such sums paid shall be made to GRANTOR, or GRANTEE, or their successors or assigns.

10. All of the aforementioned restrictions are to be treated as covenants running with the land and specifically, the Property, and shall be binding upon GRANTEE, and its successors and assigns.

11. MIA joins in this instrument for the sole purpose of acknowledging, agreeing and consenting to the restrictions contained herein.

IN WITNESS WHEREOF, GRANTOR, GRANTEE and MIA have executed this Special Warranty Deed (With Restrictions) on this the 11th day of June, 1990.

METROCENTER PROPERTIES, INC.,
a Delaware corporation

BY: _____
Randall W. Parham, JH
Chief Operating Officer

"GRANTOR"

ENVIROSYSTEMS DEVELOPMENT, INC.,
a Tennessee corporation

BY: Dan E. Smith

TITLE: PRESIDENT

"GRANTEE"

METROCENTER IMPROVEMENTS
ASSOCIATION, INC., a Tennessee
corporation

BY: _____
Randall W. Parham, President JH

3 3 1 2 3

IDENTIFT REFERENCE

JUN 11 2 43 PM '90

DAVIDSON COUNTY, TN

9437 06/11 0101 03CHECK 1088.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Operating Officer of MetroCenter Properties, Inc., the within named bargainor, a Delaware corporation, and that he as such Chief Operating Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Operating Officer.

Witness my hand and seal, at office in Nashville Tennessee, this the 11th day of June, 1990.

NOTARY PUBLIC

My Commission Expires: 7/24/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared DEAN E. SMITH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged HIMSELF to be PRESIDENT of Envirosystems Development, Inc., the within named bargainor, a Tennessee corporation, and that HE as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by HIMSELF as PRESIDENT.

Witness my hand and seal, at office in Nashville Tennessee, this the 11th day of June, 1990.

NOTARY PUBLIC

My Commission Expires: Nov. 21, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

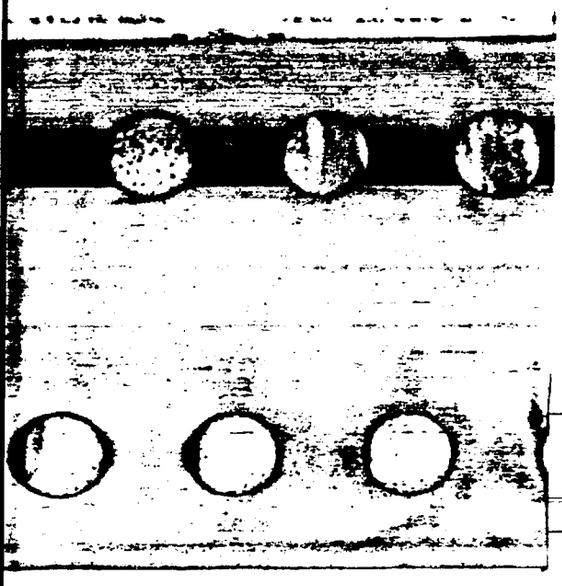
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of MetroCenter Improvements Association, Inc., the within named bargainor, a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville Tennessee, this the 11th day of June, 1990.

NOTARY PUBLIC

My Commission Expires: 7/24/93

JEH2752
JBM015-099



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

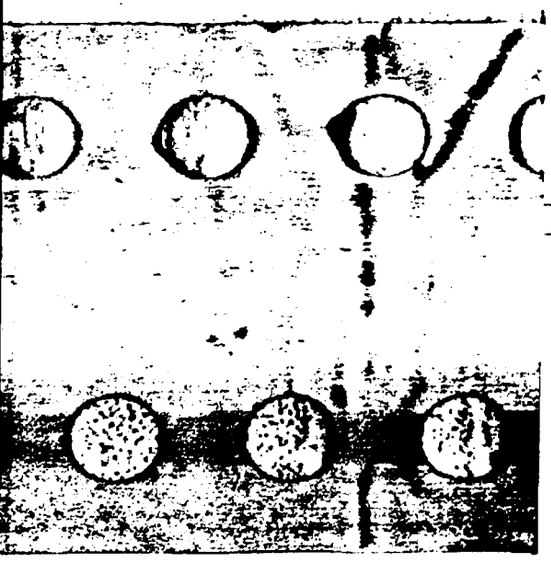
RECEIVED OF _____

FOR _____

BOOK 8128 PAGE 850

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT 325000.00
CON TX 1072.50
PRFEE 1.00
WDEED 15.00
TOTAL 1088.50
CHECK 1088.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/11/90 01 14:44 0001 9437

3.31.23

IDENTIFICATION REFERENCE

JUN 11 2 43 PM '90

DAVIDSON COUNTY, TN

No. 327103