BOOK 9152 PAGE 930

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IDENTIF. + REFERENCE

93 NOV 16 AM 10:34

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

PREPARED BY, RECORDING
REQUESTED BY AND WHEN
RECORDED RETURN TO:

Baker & Hostetler, McCutchen Black
600 Wilshire Boulevard
Los Angeles, California 90017
Attention: Howard J. Privett, Esq.

MAIL TAX STATEMENTS TO:

Tower Management
80 South Lake Avenue
Pasadena, California 91101

043-00-0 006.00

WARRANTY DEED

THIS INDENTURE, made and entered into this 28th day of October, 1993, by and between LOGAN A. BOGGS, a single man, and MARY JANE BOGGS, a married woman also known as Mary Jane Kurlander, parties of the first part, and LOGAN A. BOGGS, and MARY JANE BOGGS, parties of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said parties of the first part, as to an undivided one-half interest, pursuant to the terms of the Dissolution Judgment entered in California Civil Action No. D102263 and filed on October 13, 1988 in the Superior Court of California for the County of Los Angeles, has bargained and conveyed and does hereby bargain, convey and confirm unto each of the said parties of the second part, as to a respective undivided one-fourth interest each, and as each of their individual separate property, the following described real estate, situated and being located at 500 Cheyenne Boulevard, in the City of Madison, County of Davidson, State of Tennessee, more particularly described at EXHIBIT "A", attached hereto and incorporated herein by reference (hereinafter the "Real Property").

TO HAVE AND TO HOLD the aforesaid Real Property together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said parties of the second part, their heirs, successors and assigns as to a respective undivided one-fourth interest each.

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PROVIDED, HOWEVER, that Logan A. Boggs, his heirs, executors and administrators, covenant and warrant for the express benefit of Mary Jane Boggs, her heirs, successors and assigns, that as of the date of execution of the Deed:

(a) Logan A. Boggs is the fee owner and holder of a record interest in an undivided one-half interest in the Real Property;

(b) Logan A. Boggs has the lawful authority to convey his interest in the Real Property to Mary Jane Boggs and has not conveyed his interest in the Real Property or any right, title or interest therein, to any person other than the grantees herein;

(c) the Real Property is free from encumbrances except for those encumbrances disclosed in writing to Mary Jane Boggs; and

(d) Logan A. Boggs shall warrant and defend the Real Property and the interest therein of Mary Jane Boggs, as conveyed pursuant to this Deed, against the lawful claims of all persons whomsoever.

The express covenants and warranties set forth herein shall not offset or negate any other covenants and warranties of Logan A. Boggs which may be implied by the execution of this Deed. Mary Jane Boggs, by execution of this Deed, makes no covenants or warranties of any kind or nature whatsoever, and expressly disclaims any warranties which might otherwise be implied, to Logan A. Boggs or any other person.

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 party of the first part the day and year first above written.

LOGAN A. BOGGS

MARY JANE BOGGS

AFFIDAVIT

I hereby swear and affirm that the transaction referred to in the attached Warranty Deed, being an interspousal conveyance in dissolution of marriage, is exempt from Tennessee transfer tax pursuant to Section 67-4-409(a)(3)(E) of the Tennessee Code Annotated.

Logan A. Boggs
LOGAN A. BOGGS

Mary Jane Boggs
MARY JANE BOGGS

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Oct. 28, 1993 before me, ADRIENNE BIGGI, a Notary Public in and for said State, personally appeared Logan A. Boggs, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

OFFICIAL SEAL
ADRIENNE BIGGI
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm Expires Jan 21, 1994

Adrienne Biggi
Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On February 2, 1993 before me, LAURA K. RULE, a Notary Public in and for said State, personally appeared Mary Jane Boggs, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

OFFICIAL SEAL
LAURA K. RULE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 24, 1993

Laura K Rule
Signature

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land in the 11th Civil District of Nashville, Davidson County, Tennessee, bounded on the east by the Cumberland River, on the north by Old Hickory Boulevard, on the west by Kingsway Green of America, Section 1, of record in Book 4212, page 838, Register's Office Davidson County, Tennessee, and on the west by Cheyenne Boulevard, being more particularly described as follows: BEGINNING at a concrete monument on the easterly right-of-way of Sandhurst Drive, the southeast corner of said Kingsway Green; thence North 30° 13' East with easterly margin of Sandhurst Drive, 722.94 feet to a point in the southerly margin of Old Hickory Boulevard; thence with Old Hickory Boulevard, South 87° 14' 11" East, 145.63 feet to a concrete monument; thence North 16° 56' West, 19.39 feet to a point; thence with the southerly boundary of Elizabeth Carlile's property, South 87° 48' 59" East, 174.82 feet to an iron pipe; thence North 8° 32' 30" West, 102.65 feet to an iron pipe; thence North 71° 52' 05" East, 435.00 feet to a point in the low water line of Cumberland River, being the southeasterly corner of L. T. Marlowe's property; thence downstream with the low water line of said river, South 36° 05' East, 883.0 feet to a point; thence South 28° 05' East, 786.0 feet to a point; thence leaving Cumberland River, South 88° 30' West, 542.0 feet to a point; thence North 36° 00' West, 140.00 feet to a point; thence South 80° 00' West, 215.00 feet to a point; thence South 87° 00' West 225.00 feet to a point; thence North 71° 15' West 240.00 feet to a point; thence North 78° 30' West, 410.00 feet to a point; thence North 89° 05' West, 125.00 feet to a point in the easterly margin of Cheyenne Boulevard; thence with said Boulevard, North 32° 51' West, 294.00 feet to a point, the beginning of a curve to the right; thence with said curve having a radius of 64.32 feet, a central angle of 63° 04', 70.80 feet to a point; thence North 30° 13' East, 17.95 feet to the point of beginning, containing 38.92 acres more or less.

Being the same property conveyed to Tennessee Mobile Home Park Corporation by deed from The Chase Manhattan Bank (National Association) of record in Book 5184, page 42, Register's Office for Davidson County, Tennessee.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

EXCEPTING THEREFROM, that permanent right-of-way granted to the Metropolitan Government of Nashville and Davidson County, more particularly described as follows:

Beginning at the point of intersection where the existing and proposed easterly margin of Cheyenne Boulevard meet; said point being shown as P. C. Station 87+47.26 on the construction plans for Project No. 68-R-3, Metropolitan Public Works Department, Engineering Division; thence along the existing easterly margin of Cheyenne Blvd. N 32° 49' W 89.77 feet to the beginning of a curve to the right with a radius of 63.70 feet; thence along said curve 70.08 feet to a point on the existing easterly margin of Sandhurst Drive; thence with said margin N 30° 13' E 89.77 feet to the point of intersection where the existing easterly margin of Sandhurst Drive and the proposed easterly margin of Cheyenne Boulevard meet; thence with the proposed easterly margin of Cheyenne Boulevard along a curve with a radius of 210.02 feet a distance of 231.05 feet to the point of beginning and containing 2,528 square feet.

Being a part of the same property conveyed to Logan A. Boggs, a married man, and William G. Steele, Jr., a married man, by deed from Tennessee Mobile Home Park Corporation, of record in Book 5411, Page 834, Register's Office, Davidson County, Tennessee.

ALSO EXCEPTING THEREFROM, the easements granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, more particularly described as follows:

Easement No. 1

A permanent easement irregular in shape across a portion of the Logan A. Boggs, & W. G. Steele, Jr. property, the boundaries of said easement being more particularly described as follows:

Beginning at the point of intersect of an existing 30 foot permanent easement across the aforesaid property and an existing 40 foot by 95 foot permanent easement across the aforesaid property; thence westwardly along the southerly boundary of the aforesaid existing 30 foot permanent easement, 25 feet, more or less, to a point; thence southwestwardly 132 feet, more or less, to a point in the aforesaid property, said point being southwardly 23 feet, more or less, from the southerly boundary of the aforesaid existing 30 foot permanent easement; thence southwardly 42 feet, more or less, to a point in the aforesaid property, said point being northwardly 32 feet, more or less, from the southeasterly line of the aforesaid property; thence eastwardly 155 feet, more or less, to a point in the westerly boundary of the aforesaid existing 40 foot by 95 foot permanent easement, said point being northwardly 3 feet, more or less, from the southwesterly corner of the aforesaid existing 40 foot by 95

foot permanent easement; thence northwardly along the westerly boundary of the existing 40 foot by 95 foot permanent easement, 62 feet, more or less, to the point of beginning.

Easement No. 2

A 30 foot permanent easement across a portion of the aforesaid property; the centerline of said easement being more particularly described as follows:

Beginning at a point in the southerly boundary of the aforedescribed permanent easement No. 1, said point being westwardly 12 feet, more or less, from the westerly boundary of the aforesaid existing 40 foot by 95 foot permanent easement across the aforesaid property; thence southeastwardly 17 feet, more or less, to a point in the southeasterly line of the aforesaid property, said point being northeastwardly 210 feet, more or less, from the southwesterly corner of the aforesaid property.

A 15 foot temporary construction easement on either side of and adjacent to the aforedescribed permanent easement, said temporary construction easement to be abandoned upon completion of construction.

Easement No. 3

A 30 foot permanent easement across a portion of the Logan A. Boggs & W. G. Steele, Jr. property; the centerline of said easement being more particularly described as follows:

Beginning at a point in the westerly boundary of the aforedescribed permanent easement No. 1, said point being southwardly 15 feet, more or less, from the northwesterly corner of the aforedescribed permanent easement No. 1; thence westwardly 36 feet, more or less, to a point in the aforesaid property; thence northwestwardly 54 feet, more or less, to a point in the southerly boundary of an existing 30 foot permanent easement across the aforesaid property, said point being westwardly 229 feet, more or less, from the southeasterly corner of the aforesaid existing 30 foot permanent easement.

Easement No. 4

A temporary construction easement irregular in shape across a portion of the Logan A. Boggs & W. G. Steele, Jr. property, the boundaries of said easement being more particularly described as follows:

Being the remaining property south of and adjacent to an existing 30 foot permanent easement across the aforesaid property,

northwest of and adjacent to the aforedescribed permanent easement No. 1 and north and northeast of and adjacent to the aforedescribed permanent easement No. 3, said temporary construction easement to be abandoned upon completion of construction.

Being part of the property conveyed to Logan A. Boggs & W. G. Steele, Jr., the deed for which is of record in Book 5411, Page 834, R.O.D.C., Tennessee.

AND ALSO EXCEPTING THEREFROM, that easement granted to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, more particularly described as follows:

A tract of land in Davidson County, Tennessee; said tract is shown on Nashville Electric Service Drawing PSK-1401-A as Tract II and is described as follows:

> Beginning at a point on the common line between the River Retreat, Ltd. property as recorded in Deed Book 6581, page 800, R.O.D.C., and the Logan A. Boggs and William G. Steele, Jr., property as recorded in Deed Book 5411, page 834, R.O.D.C.; said point being N 36° 01' 00" W 88.45 feet from the common corner between said properties and the River Retreat II, Ltd. property as recorded in Deed Book 7073, page 373, R.O.D.C.; thence from the beginning point N 36° 01' 00" W 25.04 feet to a point; thence leaving said line N 57° 04' 54" E 25.31 feet to a point; thence S 88° 25' 26" E 283.84 feet to a point; thence S 1° 34' 34" W 25.00 feet to a point; thence N 88° 25' 26" W 276.08 feet to a point; thence S 57° 04' 54" W 16.20 feet to the point of beginning; said tract contains 7,518 square feet or 0.17 acre more or less.

Said tract is a portion of that conveyed to Logan A. Boggs and William G. Steele, Jr., from Tennessee Mobile Home Park, Corporation, as recorded in Deed Book 5411, page 834, R.O.D.C., and is shown on Davidson County Tax Map 43 as Parcel 6.