60222

IDENTIF. & REFERENCE

THIS INSTRUMENT PREPARED BY: (JAG)
Baker, Donelson, Bearman & Caldwell,
A Professional Corporation
511 Union Street, Suite 1700
Nashville, Tennessee 37219

95 MAY 12 PM 1:44

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

BOOK 9670 PG 669

FROM: **NASHVILLE CENTER ASSOCIATES** ("Grantor")

TO: **WRC PROPERTIES, INC.** ("Grantee")

ADDRESS NEW OWNER:
730 Third Avenue
New York, NY 10017-3206
Ref: M0003081-00
Attn: Mark DePrima

SEND TAX BILLS:
SAME

TAX/MAP PARCEL NO.

93-06-1/103
93-06-1/101
93-06-1/110
93-06-1/112

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten and 00/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nashville Center Associates, a Tennessee general partnership ("Grantor"), by these presents does hereby quitclaim unto **WRC Properties, Inc.**, ("Grantee"), its successors and assigns, all of its right, title and interest in and to the following described tract(s) of land as described on Exhibit "A" attached hereto and incorporated herein.

This conveyance is made subject to such matters as described in Exhibit "B" attached hereto and incorporated herein. Items (1), (2) and (3) as shown on Exhibit "B" shall not merge into this deed nor otherwise be deemed extinguished, terminated or satisfied.

WITNESS my hand, this 12 day of May, 1995.

NASHVILLE CENTER ASSOCIATES
a Tennessee general partnership

By: Nashville Center, Inc.
General Partner

By: _____
Robert C. Stephenson
Its: Vice-President

By: DeBartolo Nashville Associates
General Partner

By: Nashville Center, Inc.
General Partner

By: _____
Robert C. Stephenson
Its: Vice-President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, KAY E. Farmer, a Notary Public in and for said State and County duly commissioned and qualified, Robert C. Stephenson, 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 Vice-President of Nashville Center, Inc., general partner of Nashville Center Associates (the "Maker") and is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 12 day of May, 1995.

Kay E. Farmer
Notary Public

K. E. FARMER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 11-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, KAY E. Farmer, a Notary Public in and for said State and County duly commissioned and qualified, Robert C. Stephenson, 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 Vice-President of Nashville Center, Inc., general partner of DeBartolo Nashville Associates, general partner of Nashville Center Associates (the "Maker") and is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 12 day of May, 1995.

Kay E. Farmer
Notary Public

KAY E. FARMER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 11-28-98

STATE OF New York)
COUNTY OF New York)

The actual consideration ~~or value, whichever is greater~~ for this transfer is $ NONE.

AFFIANT

Sworn to and subscribed before me, this 11th day of May, 1995.

Notary Public

NORMA TANEBURN
Notary Public, State of New York
No. 41-4917866
Qualified in Queens County
Certificate filed in New York County
Commission Expires 1/25/96

My Commission Expires: 1/25/96

EXHIBIT "A"

TRACT I:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located in the northeasterly corner of the intersection of Commerce Street and Fourth Avenue, North, being Lot No. 1, as shown on the plan of One Nashville Place, as of record in Book 5800, Page 215, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a chiseled "X" on the walkway at the point of intersection of the northerly margin of Commerce Street and the easterly margin of Fourth Avenue, North; thence, with said easterly margin of Fourth Avenue, North, north 29 degrees 51 minutes west, 182.04 feet to a P.K. nail; thence, leaving said easterly margin, north 59 degrees 33 minutes east, 174.00 feet to a lead plug in the westerly margin of Printers' Alley; thence, with said westerly margin the following calls: south 30 degrees 08 minutes east, 68.17 feet to a lead plug; south 29 degrees 51 minutes east, 5.00 feet to a lead plug; with a curve to the left, 7.18 feet to a lead plug, said curve having a central angle of 07 degrees 45 minutes 43 seconds, a radius of 53.00 feet, a tangent of 3.60 feet, and a chord of south 34 degrees 55 minutes west, 7.18 feet; south 30 degrees 12 minutes east, 108.42 feet to a lead plug in the northerly margin of Commerce Street; thence, with said northerly margin, south 60 degrees 25 minutes west, 168.50 feet to the point of beginning, containing 31, 274 square feet or 0.72 acre, more or less.

Being the same property conveyed to Nashville Center Associates by quitclaim deed from Thomas C. Scott, Trustee, of record in Book 6164, Page 352, Register's Office for Davidson County, Tennessee.

TRACT II:

Parcel 101: Land in the First Civil District, Nashville, Davidson County, Tennessee, being part of Lots 54 and 55 on the plan of the original town of Nashville, not of record, and being more particularly described as follows:

Beginning at a P.K. nail in the easterly margin of Fourth Avenue, North, at the northwest corner of the plat of One Nashville Place, of record in Plat Book 5800, Page 215, Register's Office for Davidson County, Tennessee; thence, with said easterly margin, north 29 degrees 51 minutes west, 103.00 feet to a lead plug; thence, north 59 degrees 29 minutes east, 173.50 feet to a P.K. nail in the westerly margin of Alley No. 10 (Printer's Alley); thence, with said margin of Alley, south 30 degrees 08 minutes east, 103.20 feet to a lead plug at the northeast corner of the aforementioned One Nashville Place; thence, south 59 degrees 33 minutes west, 174.00 feet to the point of beginning, containing 17,912 square feet or 0.411 acre, more or less.

Parcels 110 and 112: Land in the First Civil District, Nashville, Davidson County, Tennessee, being parts of Lots 42 and 43 on the plan of the original town of Nashville, not of record, and begin more particularly described as follows:

Beginning at a lead plug in the westerly margin of Third Avenue, southerly 159.56 feet from the southerly margin of Church Street; thence, with said westerly margin, south 29 degrees 57 minutes east, 137.50 feet to a lead plug; thence, south 59 degrees 41 minutes west, 174.00 feet to a lead plug in the easterly margin of Alley No. 10 (Printer's Alley); thence, with said margin of Alley, north 30 degrees 00 minutes west, 137.15 feet to a lead plug; thence, north 59 degrees 35 minutes east, 174.12 feet to the point of beginning, containing 23,900 square feet or 0.549 acre, more or less.

Together with the rights and licenses granted by the Metropolitan Government of Nashville and Davidson County, to encroach upon the right-of-way of Third Avenue, North, as granted

and limited by Bill No. 84-227, which appears of record in Book 6267, Page 169, Register's Office for Davidson County, Tennessee.

Together with easements, rights and licenses granted by the Metropolitan Government of Nashville and Davidson County, Tennessee, to construct and maintain an overhang which would bridge Alley No. 10 (Printer's Alley) between Church Street and Commerce Street, as granted and limited by Bill No. 72-137, which appears of record in Book 6267, Page 158, Register's Office for Davidson County, Tennessee, as same was amended by Bill No. 84-226, which appears of record in Book 6267, Page 164, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Nashville Center Associates II by deed from Robert C. H. Mathews, Jr., Trustee, and Robert C. Stephenson, Trustee, of record in Book 6433, Page 321, Register's Office for Davidson County, Tennessee, and the same property conveyed to Nashville Center Associates by quitclaim deed from Nashville Center Associates II, of record in Book 7065, Page 567, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

1. Deed of Trust executed by Nashville Center Associates, a Tennessee general partnership, to W. Ovid Collins, Esq., Trustee, dated December 9, 1986, and recorded in Book 7065, page 571, Register's Office of Davidson County, Tennessee, in favor of Teachers Insurance and Annuity Association of America, which states that it secures a debt in the principal sum of $52,000,000.00, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

   Said Deed of Trust was made subordinate to that certain Lease dated December 1, 1992, by and between Nashville Center Associates, as Lessor, and Evans, Jones & Reynolds, as Lessee, by Subordination of Mortgage, of record in Book 8836, page 655, said Register's Office.

2. UCC-1 Financing Statement naming Nashville Center Associates, as Debtor, and Teachers Insurance and Annuity Association of America, as Secured Party, of record in Book 7066, page 909, Register's Office for Davidson County, Tennessee.

   Said UCC-1 Financing Statement was continued by UCC-3 Continuation of record in Book 8501, page 217, said Register's Office.

3. Assignment of Lessor's Interest in Leases and Garage Revenues, by Nashville Center Associates, a Tennessee general partnership, in favor of Teachers Insurance and Annuity Association of America, of record in Book 7065, page 611, said Register's Office.

4. Taxes for 1995: A lien, but not yet due and payable.

5. Survey of One Nashville Place, prepared by William C. Watson, Tennessee Registered Land Surveyor No. 1487, of Barge, Waggoner, Sumner & Cannon, Inc., dated September 22, 1986, revised November 6, 1986, shows the following: Overhead walkway permitted by Bill No. 084,158, Metropolitan Government of Nashville and Davidson County, Tennessee. (Tract 1)

6. Subject to all matters shown on the Plan of record in Book 5800, page 215, in said Register's Office. (Tract 1)

7. Terms, conditions, easements, rights and liens, as set forth in the Declaration of Covenants, Conditions and Restrictions, of record in Book 4679, page 640, Register's Office for Davidson County, Tennessee. (Tract 2)

8. Restrictive Covenants contained in an instrument of record in Book 7474, page 212, Register's Office for Davidson County, Tennessee, omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

9. Terms, conditions and limitation contained in Bill No. 72-137, Metropolitan Government of Nashville and Davidson County, Tennessee, dated April 11, 1972, of record in Book 6267, page 158, as amended by Bill No. 84-226, Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 6267, page 164, Register's Office for Davidson County, Tennessee. (Tract 2)

10. Rights of tenants in possession (as tenants only) under unrecorded leases.

11. One Nashville Place Memorandum of Lease dated July 21, 1987, between Nashville Center Associates and Dominion Bank of Middle Tennessee, of record in Book 7313, page 914, said Register's Office.

12. One Nashville Place Garage Memorandum of Lease, dated July 21, 1987, between Nashville Center Associates and Dominion Bank of Middle Tennessee, of record in Book 7313, page 923, said Register's Office.

13. Memorandum of Lease, dated December 10, 1992, between Nashville Center Associates and Evans, Jones & Reynolds, of record in Book 8836, page 651, said Register's Office.

14. Terms and conditions of that certain Subordination of Mortgage, of record in Book 8836, page 655, said Register's Office, subordinating the Deed of Trust of record in Book 7065, page 571, Register's Office for Davidson County, Tennessee, in favor of Teachers Insurance and Annuity Association of America, in the amount of $52,000,000.00, to the Lease dated December 1, 1992, by and between Nashville Center Associates, as Lessor, and Evans, Jones & Reynolds, as Lessee.

15. Agreement by and between Nashville Center Associates II and Commerce Street Venture, dated November 24, 1986, not of record.

16. Reciprocal Easement Agreement by and among The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Commerce Street Venture and Nashville Center Associates, entered into as of July 1, 1986, not of record and unexecuted.

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