A1

SPECIAL WARRANTY DEED
WITH RESERVATION OF EASEMENT

FROM: MetroCenter Holdings, Inc., Grantor

TO: Curt Hahn, Grantee

This instrument was prepared by:
Robert N. Buchanan III
Farris, Warfield & Kanaday
424 Church Street, Suite 1900
Third National Financial Center
Nashville, Tennessee 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Curt Hahn 3716 Richland Avenue Nashville, TN 37205	Same	Map 81-4 Parcel 237

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00).

Curt H. C

Affiant

SUBSCRIBED AND SWORN TO before me, this the 14 day of June, 1995.

Robert N. Buchanan III

Notary Public

My Commission Expires: Mar 23, 1996

ROBERT N. BUCHANAN, III NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, MetroCenter Holdings, Inc., Grantor, a Tennessee corporation has bargained and sold, and by these presents does transfer and convey unto the said Curt Hahn, herein the Grantee, his heirs, successors and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, described as follows, to wit:

> Lot 23D on the plan of Tract 23 MetroCenter of record in Book 7900, page 966, R.O.D.C., (the "Plat") being more fully described on the attached Exhibit A.
>
> BEING part of the property deeded to MetroCenter Holdings, Inc. by Quitclaim Deeds from MetroCenter Properties, Inc., of record in Book 8321, page 668, and in Book 9632, page 183, R.O.D.C.

This is unimproved property at 810 Dominican Drive, Nashville, Tennessee.

This conveyance is expressly made subject to those title exceptions set out on Exhibit B attached hereto.

Grantor reserves for itself its successors and assigns the access easement described in the attached Exhibit C.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs, successors and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

Grantor does further covenant and bind Grantor, its successors, and assigns, to warrant and forever defend the title to the said land to the said Grantee, his heirs, successors and/or assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness my hand this 14th day of June, 1995.

METROCENTER HOLDINGS, INC.

By: _____
Randall W. Parham, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert N. Buchanan III, a Notary Public of said County and State, 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 (or other officer authorized to execute the instrument) of METROCENTER HOLDINGS, INC., the within named bargainor, a Tennessee corporation, and that he as such President 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, this 14 day of June, 1995.

_____
Notary Public

My Commission Expires:

March 23, 1996

EXHIBIT A

SURVEYOR'S DESCRIPTION

Being a parcel of land in the First Civil District, Twentieth Councilmanic District, Nashville, Davidson County, Tennessee, located on the northerly side of Dominican Drive, west of Athens Way, said parcel being Lot 23D as shown on the plan of Tract 23 MetroCenter as of record in Book 7900, page 966, R.O.D.C., and being more particularly described as follows:

BEGINNING at an iron pin set in the northerly right-of-way line of Dominican Drive, said point being located S 74° 03' 41" W, 204.06 feet from an existing P.K. nail at the southerly terminus of the westerly curve return to Athens Way and Dominican Drive;

THENCE, with said northerly right-of-way line of Dominican Drive, S 74° 03' 41" W, 75.00 feet to an iron pin set;

THENCE, leaving said northerly right-of-way with the easterly property line of Lot 23E, Tract 23 MetroCenter, as of record in Book 7900, page 966, R.O.D.C., N 15° 56' 19" W, 56.98 feet to an iron pin set;

THENCE, continuing with said easterly line, N 58° 19' 08" W, 121.75 feet to an iron pin set at the northeast corner of said Lot 23E;

THENCE, with the northerly property line of Lot 23E, S 74° 01' 16" W, 213.00 feet to an iron pin set in the easterly property line of MetroCenter Section Two, (N.E.S. Substation), as of record in Book 4715, page 99, R.O.D.C.;

THENCE, with said easterly line, N 15° 58' 44" W, passing an existing concrete monument at 192.00 feet, in total 312.00 feet to an iron pin set at the northwest corner of the herein described lot;

THENCE, with the northerly line of the herein described lot, N 74° 01' 16" E, 128.00 feet to an iron pin set;

THENCE, with the easterly line of the herein described lot the following calls:

S 61° 55' 15" E, 172.56 feet to an iron pin set;

S 15° 58' 44" E, 175.41 feet to an iron pin set;

S 58° 19' 08" E, 152.43 feet to an iron pin set;

S 32° 41' 36" E, 53.20 feet to the point of beginning.

Containing 79,954 square feet or 1.84 acres, more or less.

According to a survey by Barge, Waggoner, Sumner and Cannon, Inc., dated April 5, 1995, revised May 17, 1995, File Number 11469-52, entitled MetroCenter Tract 23D.

Being a portion of the same property conveyed to MetroCenter Holdings, Inc., by deed of record in Book 8321, page 668, and Book 9632, page 183, R.O.D.C.

EXHIBIT B

1. All matters shown on Plat recorded in Book 7900, page 966, Register's Office for Davidson County, Tennessee.

2. Restrictions as contained in Book 9382, page 56 and Book 9420, page 176, said Register's Office.

3. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 5242, page 389, modified in Book 5792, page 787, in the Declaration of record in Book 7012, page 61, and in the Declarations of Agreements, Charges, Assessments and Liens of record in Book 7487, page 952, and in any allied instrument(s) referred to in said restrictions.

4. Use restrictions in favor of St. Cecilia Congregation contained in the Grant of Easement of record in Book 9701, page 469, said Register's Office.

5. Subject to all matters shown on the survey of Barge, Waggoner, Sumner & Cannon, Inc. dated April 5, 1995, revised May 17, 1995, File No. 11469-52.

6. Right of Way Easement to Nashville Gas Company as set forth in instrument recorded in Book 1450, page 546, said Register's Office.

00069991

IDENTIF. + REFERENCE

95 JUN 14 PM 3:55

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

1139 06/14 0101 03CHECK 950.00

EXHIBIT C

Grantor reserves a nonexclusive perpetual easement for pedestrian and vehicular passage over and across that portion of the Property described below to be used and enjoyed as set forth in this Exhibit C subject to all terms and provisions hereof.

1. The portion of the Property subject to the easement (the "Easement Area") is described as follows:

> A portion of Lot 23D on the Plan of Tract 23 Metrocenter of record in Book 7900, page 966, said Register's Office beginning at the common corner of Lots 23C and 23E at the northerly margin of Dominican Drive; thence with the northerly margin of Dominican Drive S 74°03'41" W 75.00 feet to the corner of Lot 23E; thence with the eastern boundary of Lot 23E N 15°56'19" W 56.98 feet; thence continuing with the eastern boundary of Lot 23E N 58°19'08" W 80.00 feet; thence leaving the eastern boundary of Lot 23E and crossing through Lot 23D N 31°40'52" E approximately 40 feet to a point in the southwest boundary of Lot 23C; thence with the boundary of Lot 23C S 58°19'08" E to an iron pin; thence continuing with said boundary S 32°41'36" E 53.20 feet to the point of beginning.

The Easement Area is shown on the drawing attached as Exhibit D.

2. Grantor, its successors in title and assigns may use the Easement Area to provide access to and from Dominican Drive, a public right-of-way shown on the Plat, and to and from Lot 23C on the Plat and Lot 23E on the Plat.

3. The right to use the Easement Area shall be appurtenant to all parts of Lot 23C and Lot 23E and no resubdivision of the Property or of Lot 23C or Lot 23E shall restrict the rights of Grantor's successors in title to use the Easement Area in accordance with the terms of this Exhibit C unless such restriction is specifically agreed to by the affected owner.

4. Grantee shall not erect or maintain any curb or barrier in the Easement Area which would interfere with access to and from the Easement Area and Lot 23C and Lot 23E. Grantee shall be allowed to construct medians, traffic islands and landscape areas within the Easement Area provided that such elements will not interfere with the reasonable use of the Easement Area by the owners of the benefitted parcels.

5. The owners of Lot 23C and Lot 23E, or any parcel created by the resubdivision of either Lot 23C or Lot 23E shall have no liability to share in the Grantee's initial cost of constructing a driveway or pavement in the Easement Area. At such times as any owner of Lot 23C, Lot 23E or any parcel created by the resubdivision of the Property, Lot 23C or Lot 23E elects to access such owner's property through the Easement Area, all costs associated with the creation and construction of such driveway or road to such owner's property through or off of the Easement Area shall be borne solely by such property owner. Thereafter the costs of maintaining and repairing the pavement, curbs, traffic control devices, snow and ice removal, drainage basins and landscaping within the Easement Area (the "Maintenance Costs") shall be shared equally by all improved parcels served by and using the Easement Area. Any owner failing to pay such owner's share of the Maintenance Costs may be precluded from using the Easement Area until such owner pays its shares. Real property taxes on the Easement Area shall be paid by the owner of the Property.

6. No parking shall be allowed in the Easement Area.

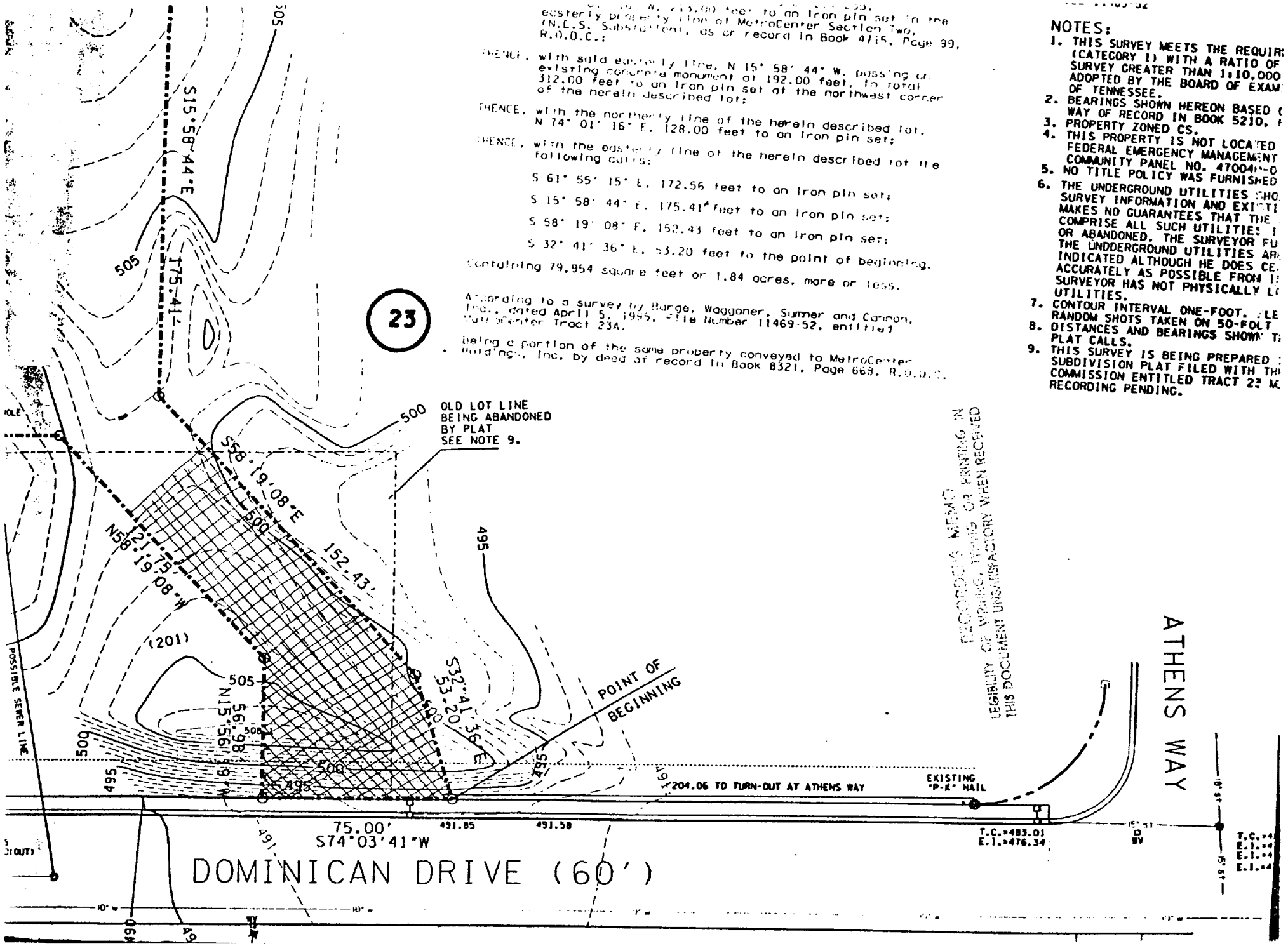
7. Nothing herein shall be deemed to constitute a dedication of the easement rights as a public dedication.

EXHIBIT A

Drawing of Easement Area

Easement Area shown

BOOK 9701 PG 483



easterly property line of MetroCenter Section Two, (N.E.S. Subdivision), as of record in Book 4715, Page 99, R.O.D.C.;

THENCE, with said easterly line, N 15° 58' 44" W, passing at existing concrete monument at 192.00 feet, in total 312.00 feet to an iron pin set at the northwest corner of the herein described lot;

THENCE, with the northerly line of the herein described lot, N 74° 01' 16" E, 128.00 feet to an iron pin set;

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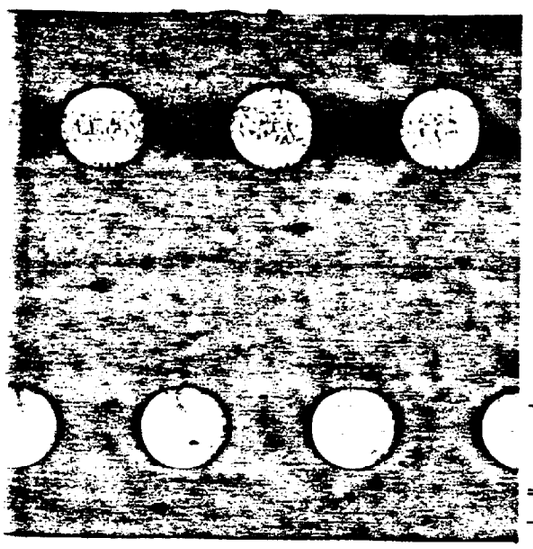
According to a survey by Barge, Waggoner, Sumner and Cannon, Inc., dated April 5, 1995, File Number 11469-52, entitled MetroCenter Tract 23A.

Being a portion of the same property conveyed to MetroCenter Holdings, Inc. by deed of record in Book 8321, Page 668, R.O.D.C.

NOTES:

1. THIS SURVEY MEETS THE REQUIR (CATEGORY I) WITH A RATIO OF SURVEY GREATER THAN 1:10,000 ADOPTED BY THE BOARD OF EXAM OF TENNESSEE.
2. BEARINGS SHOWN HEREON BASED (WAY OF RECORD IN BOOK 5210, F
3. PROPERTY ZONED CS.
4. THIS PROPERTY IS NOT LOCATED FEDERAL EMERGENCY MANAGEMENT COMMUNITY PANEL NO. 47004[illegible]-0
5. NO TITLE POLICY WAS FURNISHED
6. THE UNDERGROUND UTILITIES SHO SURVEY INFORMATION AND EXISTI MAKES NO GUARANTEES THAT THE COMPRISE ALL SUCH UTILITIES I OR ABANDONED. THE SURVEYOR FU THE UNDDERGROUND UTILITIES AR INDICATED ALTHOUGH HE DOES CE ACCURATELY AS POSSIBLE FROM I SURVEYOR HAS NOT PHYSICALLY L UTILITIES.
7. CONTOUR INTERVAL ONE-FOOT. FIE RANDOM SHOTS TAKEN ON 50-FOOT
8. DISTANCES AND BEARINGS SHOWN T PLAT CALLS.
9. THIS SURVEY IS BEING PREPARED SUBDIVISION PLAT FILED WITH TH COMMISSION ENTITLED TRACT 2 M RECORDING PENDING.

RECORDER'S MEMO:
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



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

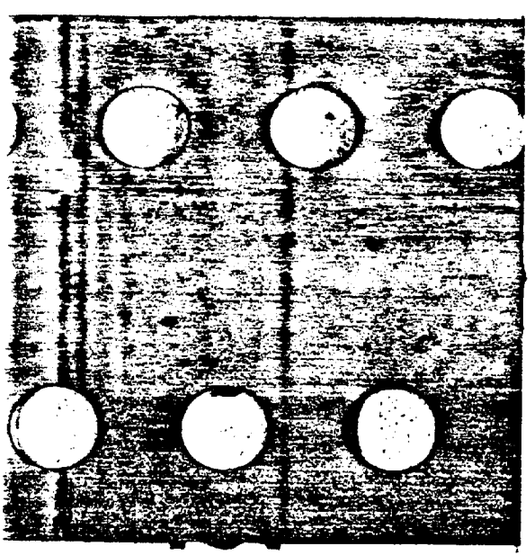
RECEIVED OF _____

FOR _____

BOOK 9701 PG 484

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 250000.00
CON TX 925.00
PRFEE 1.00
TDEED 24.00
ERR CO
TDEED 24.00-
WDEED 24.00
TOTAL 950.00
CHECK 950.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/14/95 01 15:57 0001 1139

0069991
IDENTIF. ← REFERENCE

95 JUN 14 PM 3:55
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 920382