41

BOOK 10990 PG 887

SPECIAL WARRANTY DEED

FROM: MetroCenter Holdings, Inc., Grantor

TO: FED II, L.L.C., an Alabama limited liability company, Grantee

This instrument was prepared by:
Robert N. Buchanan III
Farris, Warfield & Kanaday, PLC
Suite 1900, SunTrust Center
Nashville, Tennessee 37219

Address New Owner Name and Address as Follows:

3290 Dauphin Street
Suite 302
Mobile, AL 36606

Address of the Person or Entity Responsible for the Payment of Real Property Taxes:

SAME

Map-Parcel Numbers:

Part of 70-16-11

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million Three Hundred Sixty Thousand Nine Hundred Five and 00/100 Dollars ($1,360,905.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 24 day of June, 1998.

Notary Public

My Commission Expires: 05/27/01

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MetroCenter Holdings, Inc., (the "Grantor"), a Tennessee corporation, has bargained and sold, and by these presents does transfer and convey unto the said FED II, L.L.C., an Alabama limited liability company (the "Grantee"), its successors and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, described as follows, to wit:

> Being Lot No. 18B, on the Plan of Resubdivision of MetroCenter, Tract 18, as shown on plat of record in Book _____, page _____, in the Register's Office for Davidson County, Tennessee (the "Plat") and described by Barge Waggoner Sumner and Cannon, Inc. (file 11469-77) as follows:
>
> Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located on the westerly side of Athens Way at French Landing Drive, and being more particularly described as follows:

Being at a point in the westerly right-of-way line of Athens Way, said point being southerly 515.67 feet from the southerly right-of-way line of Great Circle Road;

Thence, with said right-of-way line S 23° 44' 10" W, 440.10 feet to a point;

Thence, leaving said right-of-way line with the east line of lot No. 18C, as shown on said plan, the following calls;

N 66° 15' 50" W, 664.45 feet to a point;
N 50° 38' 05" W, 144.29 feet to a point;
N 39° 34' 46" W, 319.57 feet to a point in the easterly line of Tract No. 36, as shown on the plan of MetroCenter, Section II, as of record in Book 5200, Page 237, R.O.D.C.;

Thence, with said line N 19° 30' 00" E, 92.59 feet to a point;

Thence, continuing with said line with a curve to the left 208.63 feet to a point, said curve having a central angle of 30° 29' 41" a radius of 392.00 feet, a tangent of 106.85 feet, and a chord of N 60° 24' 16" E, 206.18 feet:

Thence, leaving said line with the west line of lot No. 18A, as shown on the aforementioned plan of MetroCenter, Tract 18, S 66° 15' 50" E, 972.64 feet to the point of beginning.

Containing 434,311 square feet or 9.97 acres more of less.

Together with rights to the 110 foot by 70 foot joint access easement located at the southwest corner of this parcel and the southeast corner of adjoining Lot 18C.

Being part of the property conveyed to MetroCenter Holdings, Inc. by deed from MetroCenter Properties, Inc., of record in Book 8321, page 668, Register's Office for Davidson County, Tennessee.

This is unimproved property at Athens Way, Nashville, Tennessee.

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

Seller reserves for itself and its successors in title to the adjoining Lot 18C on the Plat, an easement for joint access to and from Athens Way and the median cut constructed therein, which easement is shown on the Plat and the survey described in item 6d on Exhibit A attached hereto. Said easement shall be appertenant to and run with the title to said Lot 18C, subject to the terms, conditions, termination provisions and limitations contained in that certain Addendum to Agreement of Sale dated June 24, 1998 between Buyer and Seller, a copy of which is attached hereto as Exhibit B hereto.

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, its 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 by any matters arising by, through or under Grantor, 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, its successors and/or assigns against the lawful claims of all persons from matters arising by, through or under Grantor, except as to those matters set forth above to which this conveyance is expressly made subject.

Witness my hand this 24th day of June, 1998.

METROCENTER HOLDINGS, INC.

By: _____
Randall W. Parham, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Allison Greer, 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 24 day of June, 1998.

_____
Notary Public

My Commission Expires: 05/27/01

ALLISON GREER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

EXHIBIT A

1. Restrictive Covenants in favor of Mat-Nel Company, recorded in Book 4784, page 659, as amended in Book 5792, page 787; Book 7012, page 61 and made applicable in Book 7012, page 62, said Register's Office.

2. Restrictive Covenants in favor of MetroCenter Properties, recorded in Book 5242, page 389, as amended in Book 7012, page 61, said Register's Office.

3. Restrictive Covenants in favor of Arbys, Inc., recorded in Book 9382, page 56, said Register's Office.

4. Restrictive Covenants in favor of Taco Bell Corp., recorded in Book 9420, page 176, said Register's Office.

5. Terms, conditions, easements, rights and liens as set forth in The Declaration of Covenants, Conditions and Restrictions recorded in Book 7487, page 952, as amended in Book 10602, page 499 in favor of MetroCenter Improvements Association.

6. All matters shown on the survey of Barge Waggoner Sumner & Cannon, Inc. (file #11469-77) dated June 12, 1998 and revised June 18, 1998, including but not limited to the following:

   a. 50 foot minimum building setback from Athens Way;

   b. 5 foot drainage easements along the eastern side lot line and western side lot line;

   c. Drainage easement for MetroCenter Lake at rear of the Property; and

   d. a proposed 110 foot by 70 foot joint access easement at Athens Way and the southeast corner of the Property to serve the Property and the adjoining Lot 18C, which proposed access easement is subject to the terms, provisions, termination feature and limitations set out in that certain Addendum to Agreement of Sale dated June 24, 1998 between Buyer and Seller, which is incorporated herein by reference.

7. A lien for 1998 taxes which have been prorated and will be paid by Seller.

8. Title to that portion of the Property contained in Amulet (MetroCenter) Lake.

9. Council Bill No. 73-608 which provides for the dedication of permanent easements for the operation and maintenance of the pumping station and outlet works, levees, lakes and canals as needed for flood control and for reasonable public access for recreational use of the lakes, canals and levee areas.

0454649
IDENTIF. → REFERENCE
98 JUN 24 PM 4:18
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

BOOK 10990 PG 691

ADDENDUM TO AGREEMENT OF SALE

THIS ADDENDUM, made and entered into on this the 24 day of June, 1998, by and between METROCENTER HOLDINGS, INC. ("Seller"), and FED II, L.L.C. ("Buyer")

W I T N E S S E T H :

WHEREAS, Seller and Buyer have executed a certain Agreement of Sale dated on even date herewith regarding certain real property in Davidson County, Tennessee; and,

WHEREAS, Seller and Buyer wish hereby to amend such Agreement of Sale by the addition of certain provisions thereto:

NOW, THEREFORE, in consideration of the premises, Seller and Buyer do hereby covenant and agree as follows:

1. Lying to the south and west of the property being sold by Seller to Buyer (such property being Lot 18B of the Resubdivision of METROCENTER TRACT 18) is Lot 18C of the Resubdivision of METROCENTER TRACT 18. It is the intention of Buyer that following its acquisition of Lot 18B it will establish a curb cut and a driveway in the southwest corner of such lot so as to gain access to Athens Way, a public road. Buyer covenants and agrees that, subject to the provisions hereinafter described, it will allow the owners of Lot 18C who acquire such Lot 18C from Seller to have access to Buyer's said driveway and curb cut and will upon request execute a written instrument formalizing such right of access. As a condition to the grant of such right ofJune 17, 1998owners of Lot 18C shall bear all costs and expenses of gaining access to Buyer's driveway, shall not at any time disturb the use by Buyer or Buyer's tenants of such driveway, will yield priority in the use of such driveway to Buyer and Buyer's tenants, and will share on a proportionate basis all costs and expenses incident to the use, maintenance, and repair of such driveway. In addition, if the party acquiring Lot 18C is a competitor of Federal Express Corporation, such competitor will not be granted access to such driveway or curb cut. In order to be granted access to such driveway and curb cut, the party acquiring Lot 18C must notify Buyer within one (1) year following its acquisition of Lot 18C of its desire to gain access to Buyer's driveway and curb cut, failing which such right of access shall not be permitted.

EXHIBIT "B"

2. It is the intention of Buyer following its acquisition of Lot 18B to establish a driveway in the southeast corner of Lot 18B to gain access to Athens Way, and it is also the intention of Buyer to construct a median cut in Athens Way in order to gain access to the opposite line of traffic on such road. Abutting on Lot 18B to the north thereof is Lot 18A of the Resubdivision of METROCENTER TRACT 18. If the acquirer from Seller of such Lot 18A desires to access the aforesaid median cut to be constructed by Buyer, such party may do so but only if it widens such median cut on the north thereof, pays all costs and expenses incident to the widening of such median cut, and in widening such median cut does not disturb the use by Buyer of Buyer's driveway and of the median cut.

3. Seller covenants and agrees to effect a subdivision of Lot 18B as soon after closing as is reasonably possible and hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all claims, actions, proceedings, suits, losses, costs, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by Buyer on account of Seller's failure to effect a subdivision of Lot 18B.

IN WITNESS WHEREOF, Seller and Buyer have executed this Addendum to Agreement of Sale on this the 24th day of June, 1998.

SELLER:

METROCENTER HOLDINGS, INC.

By: _____
As Its President

BUYER:

~~FED II,~~ L.L.C.

By: _____
As Its Member

5230 06/24 0101 03CHECK 5060.34

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10990 PG 693

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

1360905.00

CON TX 5035.34

PRFEE 1.00

WDEED 24.00

TOTAL 5060.34

CHECK 5060.34

06/24/98 01 16:18 0001 5230

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0454649

IDENTIF. ↑ REFERENCE

98 JUN 24 PM 4:18

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.1311042