(1)

Box 84

0531755

IDENTIF. & REFERENCE

THIS INSTRUMENT PREPARED BY:
David B. Herbert, Attorney
ORTALE, KELLEY, HERBERT & CRAWFORD, LLP
200 Fourth Avenue, North, Suite 300
Nashville, TN 37219

98 DEC 31 PM 3:58

BILL GA[illegible] REGISTER
DAVIDSON COUNTY, TN.

SPECIAL WARRANTY DEED

BOOK 11277 PAGE 967

Name and Address of New Owner:
Nashville WIREG, LLC
P. O. Box 1394
New Bern, NC 28563

Send Tax Bills To:
SAME

Map/Parcel:
Portion of Map 86,
Parcel 308.00

Street Address of Subject Property:
(Unimproved) 5000 Old Hickory Blvd., Hermitage TN 37076

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **FIRST TENNESSEE BANK NATIONAL ASSOCIATION, "Grantor",** has bargained and sold, and by these presents does transfer and convey unto **Nashville WIREG, LLC, a North Carolina Limited Liability Company, "Grantee",** a certain tract or parcel of land in **Davidson County, State of Tennessee,** more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR PROPERTY DESCRIPTION

The conveyance of the above described parcel of land is subject to the following:

1. Taxes and assessments for 1999 and subsequent years, a lien, but not yet due and payable.

2. Restrictive Covenants of record in Book 10202, page 607, Register's Office for Davidson County, Tennessee.

3. Matters shown on the Final Plat of Hermitage Marketplace recorded in Book 9700, page 243, and any applicable building or zoning restrictions.

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 heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its heirs and assigns, against the lawful claims of all persons claiming by

or through Grantor. 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.

WITNESS its hand this 30th day of December, 1998.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

BY: _____
Its: Vice President

BY: _____
Its: Sr. V.P.

STATE OF TENNESSEE]
COUNTY OF _____]

BOOK 11277 PAGE 968

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Dawn W. Ellis and William Flagg, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged themselves to be the Sr. V.P. and Sr. Vice President of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, the within named bargainor, and that as such VP and Sr VP, being authorized so to do, they executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville Tennessee this 30th day of December, 1998

_____
NOTARY PUBLIC
My commission expires: 1/27/2001

STATE OF Tennessee]
COUNTY OF Davidson]

RICHARD W. SEBASTIAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Richard W. Sebastian
My Commission Expires
January 27, 2001
STATE OF TENNESSEE

The actual consideration or value whichever is greater for this transfer is $800,000.00

_____
Affiant

Subscribed and sworn to before me, this the 30th day of December, 1998.

_____
NOTARY PUBLIC
My commission expires: 1/27/2001

RICHARD W. SEBASTIAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Richard W. Sebastian
My Commission Expires
January 27, 2001
STATE OF TENNESSEE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

RECEIVED 12/31 0101 7454

00-2965

2

EXHIBIT "A"

BEING A PORTION OF TRACT #8 AS SHOWN ON THE FINAL PLAT OF HERMITAGE MARKET PLACE (I.E. RECORDED IN PLAT BOOK: 9700 PAGE 222, AND RE-RECORDED IN PLAT BOOK: 9700, PAGE 243 R.O.D.C. TN.) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF OLD HICKORY BOULEVARD AND THE NORTHERLY RIGHT-OF-WAY OF OLD LEBANON DIRT ROAD;

THENCE FROM SAID MONUMENT, FOLLOWING SAID RIGHT-OF-WAY OF OLD HICKORY BOULEVARD, NORTH 19° 47'15" WEST, 21.19' FEET, TO A POINT,

THENCE ALONG SAID RIGHT-OF-WAY, WITH A CURVE TO THE LEFT WITH A RADIUS OF 2,019.86' FEET, A LENGTH OF 245.92' FEET, A TANGENT LENGTH OF 123.11' FEET, A CHORD LENGTH OF 245.77 FEET, A CHORD BEARING OF NORTH 23° 16' 32" WEST TO AN IRON PIN;

THENCE ALONG SAID RIGHT-OF-WAY, WITH A CURVE TO THE LEFT WITH A RADIUS OF 2,019.86' FEET, A LENGTH OF 170.42' FEET, A TANGENT LENGTH OF 85.26' FEET, A CHORD LENGTH OF 170.37' FEET, A CHORD BEARING OF NORTH 29° 10' 50" WEST TO AN IRON PIN; THE POINT OF BEGINNING

THENCE ALONG SAID RIGHT-OF-WAY, WITH A CURVE TO THE LEFT WITH A RADIUS OF 2,019.86' FEET, A LENGTH OF 132.68' FEET, A TANGENT LENGTH OF 66.36' FEET, A CHORD LENGTH OF 132.65' FEET, A CHORD BEARING OF NORTH 33° 28' 44" WEST TO AN IRON PIN;

THENCE LEAVING SAID RIGHT-OF-WAY, WITH A CURVE TO THE RIGHT WITH A RADIUS OF 165.95' FEET, A LENGTH OF 50.16' FEET, A TANGENT LENGTH OF 25.27' FEET, A CHORD LENGTH OF 49.97' FEET, A CHORD BEARING OF NORTH 68° 48' 47" EAST TO AN IRON PIN;

THENCE, NORTH 77°28'17" EAST, A LENGTH OF 79.47' FEET, TO AN IRON PIN;

THENCE, NORTH 12°31'43" WEST, A LENGTH OF 42.45' FEET, TO AN IRON SPIKE;

THENCE , WITH A CURVE TO THE LEFT WITH A RADIUS OF 517.46' FEET, A LENGTH OF 124.02' FEET, A TANGENT LENGTH OF 62.31' FEET, A CHORD LENGTH OF 123.73' FEET, A CHORD BEARING OF NORTH 19° 23' 41" WEST TO AN IRON PIN;

THENCE, NORTH 74°36'48" EAST, A LENGTH OF 313.78' FEET, TO AN IRON PIN;

THENCE, SOUTH 15°23'12" EAST, A LENGTH OF 70.00' FEET, TO AN IRON PIN;

THENCE, NORTH 74°36'48" EAST, A LENGTH OF 299.35' FEET, TO AN IRON PIN;

THENCE, SOUTH 14°44'22" EAST, A LENGTH OF 139.01' FEET, TO AN IRON PIN;

THENCE , SOUTH 74°36'48" WEST, 420.54' FEET, TO A IRON PIN;

THENCE, SOUTH 15°23'12" EAST, 84.00' FEET, TO A IRON PIN;

THENCE, ~~NORTH~~ South 74°36'48" ~~EAST~~ West 272.37' FEET, TO THE POINT OF BEGINNING, TRACT #8A CONTAINS 135,149 SF OR 3.10 ACRES MORE OR LESS

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

Being a part of the property conveyed to First Tennessee Bank National Association by Substitute Trustees' Deed from John C. Phipps, II, and Randal S. Mashburn, Substitute Trustees, of record in Book 8167, page 714, Register's Office for Davidson County, Tennessee.

INCLUDING the ingress/egress easement rights provided pursuant to the Reciprocal Cross Parking Easement Agreement between NASHVILLE WIREG, LLC, a North Carolina limited liability company, and First Tennessee Bank National Association of record in Book 11277, page 984, Register's Office for Davidson County, Tennessee, and further including those rights of access, ingress and egress granted under the Final Plat to Hermitage Market Place, First Revision, of record in Book 9700, page 243, in said Register's Office, and including those rights granted under the Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607, in said Register's Office.

Grantor hereby conveys to Grantee the following rights conferred by the Declaration of Easements, Restrictive Covenants, conditions and restrictions (the "Restrictions") of record in Book 10202, page 607, Register's Office for Davidson County, Tennessee to the owner of Out Parcel (Tract) 8 contained in Section 2.03 Pylon Sign as follows:

(a) The second location and 56 square feet of signage on the Home Depot Pylon located in Out Parcel (Tract) 1;

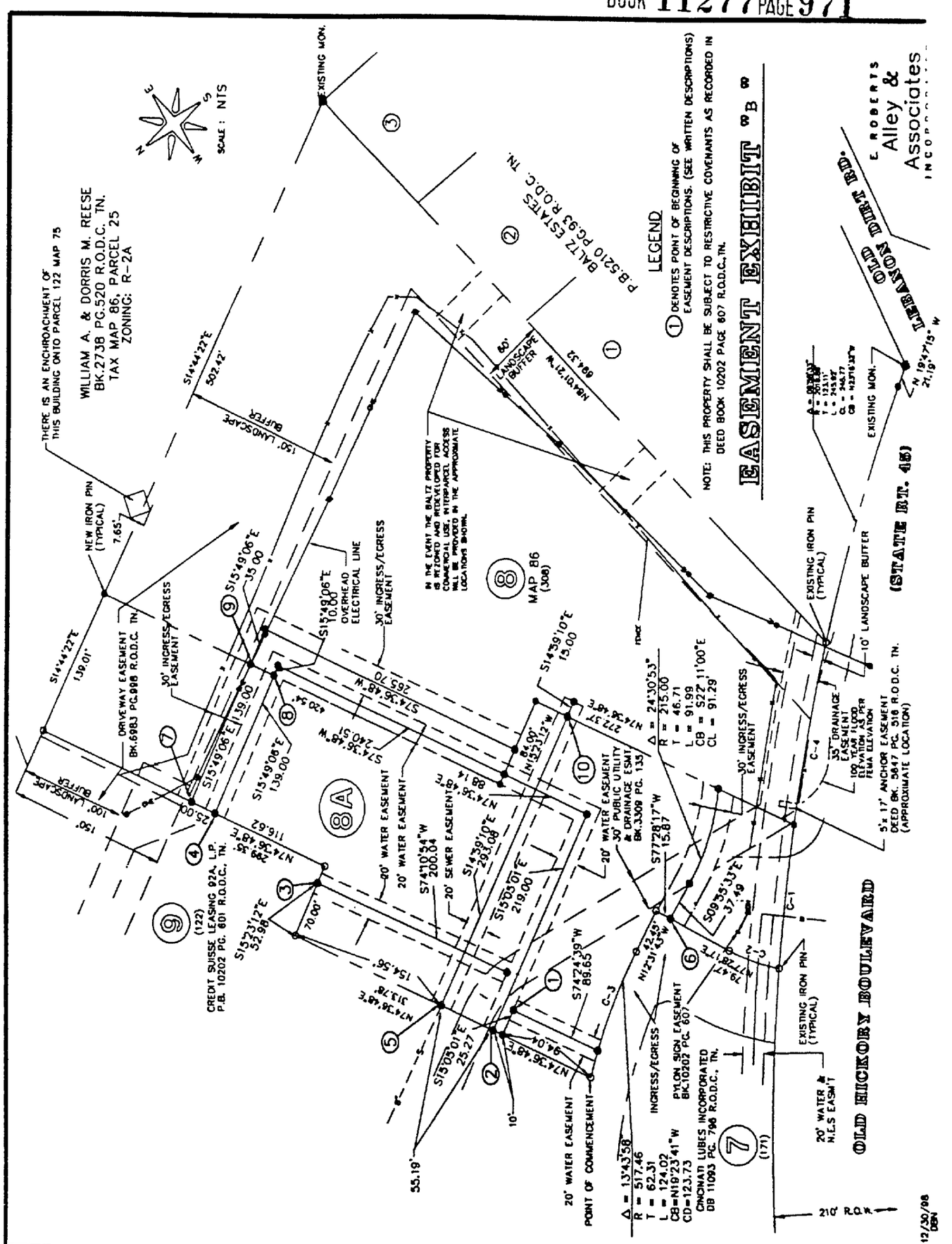
(b) The highest position and 80 square feet of signage on the Out Parcel (Tract) 8 Pylon.

(c) Grantee accepts this conveyance together with all of the requirements, obligations and expenses as provided in the Restrictions.

This conveyance is made with the expressed reservation of the following non-exclusive easements to Grantor, being identified as easement numbers 1, 2, 3, 4, 5, 6, and 7, as shown in Easement Exhibit "B" attached hereto and described and identified in Exhibit "C" attached hereto which shall be permanent easements for the purposes therein described and shall run with the land which are shown on the attached plat. Grantor specifically agrees to terminate the easement as identified on number 3 on Exhibit "B" upon the permanent discontinuance of use for said water line and to a like water line in an alternate location being provided to Grantor.

Grantor conveys to Grantee the following non-exclusive easement as identified as easement numbers 8 and 10 as shown on Exhibit "B" attached hereto and described in Exhibit "C" attached hereto.

F:\CAROLYN\HERM8A.DES



RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

COLLECTIVE EXHIBIT "C" BOOK 11277 PAGE 972

WATERLINE EASEMENT DESCRIPTIONS
FOR TRACT 8A
HERMITAGE MARKET PLACE

"Section 1"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place, North 74° 36'48" East, 94.04 feet to a point; thence, South 15° 05' 01" East, 25.27 feet to the point of beginning of the herein described waterline; thence from the point of beginning said easement is 10 feet either side of the following centerline; South 74° 24' 39" West, 89.65 feet to a point on the southerly boundary of Tract 8A as shown on Exhibit "A" attached and made a part of this description.

"Section 2"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place, North 74° 36' 48" East, 104.04' to the point of beginning of herein described waterline; thence from the point of beginning said easement is 10' either side of the following centerline; thence, South 15° 05' 01" West, 219.00' to a point; thence, North 74° 36' 48" East, 88.14 to a point as shown on Exhibit "A" attached and made a part of this description.

"Section 3"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place; thence North 74° 36' 48" East, 313.78' to a point; thence, South 15° 23' 12" East, 52.98' to the point of beginning of herein described waterline; thence from the point of beginning said easement is 10' either side of the following centerline; thence, South 74° 10' 54" West, 200.04' to a point as shown on Exhibit "A" attached and made a part of this description.

"Section 4"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place, North 74° 36' 48" East, 313.78' to a point, thence South 15° 23' 12" East, 70.00' to a point; thence North 74° 36' 48" East, 116.62' to the point of beginning of herein described waterline; thence from the point of beginning said easement being 10' either side of the following centerline; thence, South 15° 49' 06" East, 139.00' to a point as shown on Exhibit "A" attached and made a part of this description.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

PUBLIC SEWERLINE EASEMENT DESCRIPTIONS
FOR TRACT 8A
HERMITAGE MARKET PLACE

"Section 5"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place; thence North 74° 36' 48" East, 159.23 to the point of beginning of the herein described public sewerline; thence from the point of beginning said easement is 10' either side of the following centerline; thence South 14° 59' 10" East, 293.08' to a point in the common lot line of Lot 8 and 8A, as shown on Exhibit "A" attached and made a part of this description.

INGRESS/EGRESS EASEMENT DESCRIPTIONS
FOR TRACT 8A
HERMITAGE MARKET PLACE

"Section 6"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place; thence with a curve to the right having a delta of 13° 43' 58", a tangent length of 62.31', a radius of 517.46', an arc length of 124.02' and a chord bearing and distance of South 19° 23' 41" East, 123.73' to a point; thence South 12° 31' 43" East, 42.45' to a point; thence South 77° 28' 17" West, 15.87' to the point of beginning of the herein described ingress/egress easement; thence from the point of beginning said easement is 15' either side of the following centerline; thence South 09° 55' 33" East, 37.49' to a point; thence with a curve to the left having a delta of 24° 30' 53", a tangent length of 46.71', a radius of 215.00', an arc length of 91.99', a chord bearing and distance of South 22° 11' 00" East, 91.29' to a point in the common property line of Lot 8 and 8A as shown on Exhibit "A" attached and made a part of this description.

INGRESS/EGRESS EASEMENT DESCRIPTION
FOR TRACT 8A
HERMITAGE MARKET PLACE

"Section 7"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place; North 74° 36' 48" East, 313.78' to a point; thence South 15° 23' 12" East, 70.00' to a point; thence North 74° 36' 48" East, 141.62 to the point of beginning of herein described ingress/egress easement; thence from the point of beginning said easement is 15' either side of the following centerline; thence South 15° 49' 06" East, 139.00' to a point as shown on Exhibit "A" attached and made a part of this description.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

WATERLINE EASEMENT DESCRIPTION
FOR TRACT 8
HERMITAGE MARKET PLACE

"Section 8"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place, North 74° 36' 48" East, 313.78' to a point; thence South 15° 23' 12" East, 70.00' to a point; thence North 74° 36' 48" East, 116.62' to a point; thence South 15° 49' 06" East, 139.00' to the point of beginning of herein described waterline; thence from the point of beginning said easement is 10' either side of the following centerline; thence, South 15° 49' 06" East, 10.00' to a point; thence South 74° 36' 48" West, 240.51' to a point as shown on Exhibit "A" attached and made a part of this description.

PUBLIC SEWERLINE EASEMENT DESCRIPTION
FOR TRACT 8
HERMITAGE MARKET PLACE

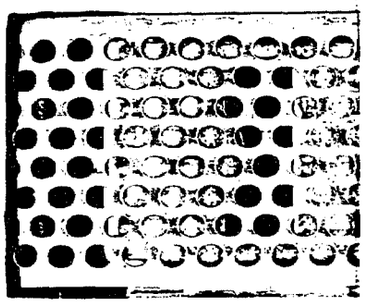
"Section 10"

Commencing at a point in the westerly boundary of Tract 8A of Hermitage Market Place; thence North 74° 36' 48" East, 159.23' to a point; thence South 14° 59' 10" East, 293.08' to the point of beginning of herein described public sewerline; thence from the point of beginning said easement is 10' either side of the following centerline; thence South 14° 59' 10" East, 15.00' to a point as shown on Exhibit "A" attached and made a part of this description.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

BOOK 11277 PAGE 975

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

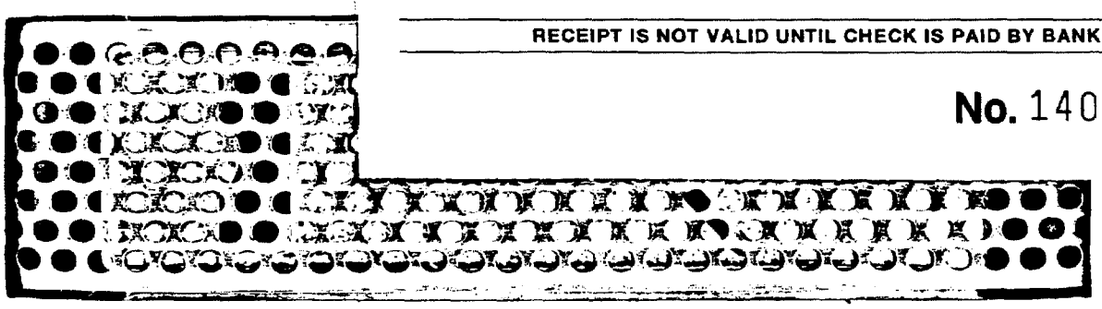
CAMT
800000.00
CON TX 2960.00
PRFEE 1.00
WDEED 32.00
CFEE 2.00
TOTAL 2995.00
CHECK 2995.00

12/31/98 01 15:55 0001 7456

0531755
IDENTIF. & REFERENCE

98 DEC 31 PM 3:58

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1404762