FBIZ
JLR

Davidson County DEEDWARR
Recvd: 10/18/00 15:31 6pgs
Fees:27.00 Taxes:49210.00
20001018-0103459

FROM: J. C. Bradford & Co., L.L.C., a Tennessee limited liability company

TO: K & M Enterprises, a partnership

Address New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
K & M Enterprises	Same	Map 93-6-2
2617 Grandview Avenue		Parcel 13
Nashville, Tennessee 37211		Map 134-14
		Parcels 51, 40 & 48

THIS INSTRUMENT PREPARED BY: Waller Lansden Dortch & Davis, A Professional Limited Liability Company, 511 Union Street, Suite 2100, Nashville, Tennessee 37219-1760

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $13,300,000.00.

Affiant

Subscribed and sworn to before me, this the 17th day of October, 2000.

Notary Public

My Comm. Expires: 7/26/03

JENNETTE L. RAMER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JULY 26, 2003

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten 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, J. C. Bradford & Co., L.L.C., a Tennessee limited liability company, successor by conversion to J. C. Bradford & Co., hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto K & M Enterprises, a Tennessee general partnership, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

TRACT NO. I:

Being a volume of air containing 3,200,912 cubic feet, more or less, with its lower level boundary beginning at Elevation 529.69 which is the upper ceiling of the seventh floor of the structure below and with its upper level boundary being at Elevation 634.0 [said Elevations refer to mean sea level as established from State of Tennessee Project No. M-3243 (S) Bench Mark being a tag bolt fire hydrant 270.00 feet south of Commerce Street as relocated on Second Avenue, Elevation 429.43 (Sea Level Datum)], together with all structures, buildings and improvements contained within said volume of air space and all real property contained therein above a parcel of land in Nashville, Davidson County, Tennessee, and being more particularly described according to a survey made by Barge Waggoner Sumner & Cannon, Inc., Ronald W. Ferguson, RLS #1972, Job No. 06259-10, last revised October 10, 2000, as follows:

Beginning at the point of intersection of the westerly margin of Third Avenue, North, and the northerly margin of Commerce Street; thence, with said northerly margin, S 62° 30' 03" W, 174.45 feet to the easterly margin of Printer's Alley; thence, with said easterly margin, N 27° 40' 45" W, 122.48 feet; thence, N 62° 20' 37" E, 1.00 feet; thence, continuing with the easterly margin of

Printer's Alley, N 27° 32' 23" W, 53.40 feet; thence, N 62°08' 37" E, 174.00 feet to a point in the westerly margin of Third Avenue, North; thence, with said westerly margin, S 27° 29' 23" E, 54.00 feet; thence, continuing with said westerly margin of Third Avenue, North, S 27° 25' 00" E, 122.96 feet to the point of beginning, containing 30,778 square feet or 0.71 acre, more or less.

Being the same property conveyed to J. C. Bradford & Co., a Tennessee partnership, by deed from Linville Properties, Co., of record in Book 7089, page 112, said Register's Office, by deed from Commerce Street Venture, of record in Book 7902, page 213, said Register's Office, and by deeds from Richland Parking Co., a Tennessee partnership, of record in Book 8266, page 805, and Book 8279, page 793, said Register's Office. By Articles of Conversion filed in the Office of the Secretary of State, J. C. Bradford & Co. is now J. C. Bradford & Co., L.L.C.

TRACT NO. II:
A reciprocal easement for ingress and egress, parking, utilities and support as contained in that certain Reciprocal Easement Agreement, of record in Book 6739, page 331, as re-recorded in Book 6740, page 775, said Register's Office, in and to a parcel of land in Nashville, First Civil District, Eighteenth Councilmanic District, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at the point of intersection of the westerly margin of Third Avenue, North, and the northerly margin of Commerce Street; thence, with said northerly margin, S 62° 30' 03" W, 174.45 feet to the easterly margin of Printer's Alley; thence, with said easterly margin, N 27° 40' 45" W, 122.48 feet; thence, N 62° 20' 37" E, 1.00 feet; thence, continuing with the easterly margin of Printer's Alley, N 27° 32' 23" W, 53.40 feet; thence, N 62°08' 37" E, 174.00 feet to a point in the westerly margin of Third Avenue, North; thence, with said westerly margin, S 27° 29' 23" E, 54.00 feet; thence, continuing with said westerly margin of Third Avenue, North, S 27° 25' 00" E, 122.96 feet to the point of beginning, containing 30,778 square feet or 0.71 acre, more or less.

TRACT NO. III:
Land in the First Civil District, Twenty-Eighth Councilmanic District, Nashville, Davidson County, Tennessee, located south of Perimeter Hill Drive and west of Antioch Pike being Tract No. 2, as shown on the plan of Revised Section Six, South Perimeter Park of record in Plat Book 6050, Page 299, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey made by Barge Waggoner Sumner and Cannon, Inc., Ronald W. Ferguson, RLS #1972, Job No. 24570-02, last revised October 10, 2000, as follows:

BEGINNING, at an iron pin (new) in the southerly margin of Perimeter Hill Drive (60 foot right-of-way) said pin being the northeasterly corner of this tract;

THENCE, leaving said southerly margin with the easterly line of the parcel and with the westerly lines of property conveyed to Envirotest Systems Corporation by deed of record in Deed Book 9723, Page 888, R.O.D.C., and property conveyed to Wallace J. Hutcherson by deed of record in Deed Book 10170, Page 204, R.O.D.C., S 17° 56' 55" W, 652.67 feet to a concrete monument

(old) in the northeasterly corner of property conveyed to Hillcrest Baptist Church, Trustees by deed of record in Deed Book 4683, Page 844, R.O.D.C.;

THENCE, with said northerly line, N 82° 34' 33" W, 216.21 feet to a concrete monument (old) in the easterly margin of Josam Drive;

THENCE, with said easterly margin and with the easterly line of property conveyed to Paper Industry Union-Management by deed of record in Deed Book 10271, Page 719, R.O.D.C. the following calls;

N 18° 07' 18" E, 81.52 feet to an iron pin (old);
N 17° 55' 02" E 373.85 feet to an iron pin (old) in the southerly margin of Perimeter Hill Drive;

THENCE, with said southerly margin and with a curve to the left, 56.25 feet to an iron pin (new), said curve having a central angle of 06° 37' 16", a radius of 486.72 feet, a tangent of 28.15 feet and a chord of N 62° 35' 05" E, 56.21 feet;

THENCE, continuing with said southerly margin, N 59° 16' 27" E, 262.05 feet to the point of beginning.

Containing 117,248 square feet or 2.69 acres, more or less.

Being the same property conveyed to J.C. Bradford & Co. by deed from J.C.B. Financial Services, Inc., of record in Book 9879, page 79, said Register's Office. . By Articles of Conversion filed in the Office of the Secretary of State, J. C. Bradford & Co. is now J. C. Bradford & Co., L.L.C.

TRACT NO. IV:
Being a parcel of land in Nashville, First Civil District, Twenty-Eighth Councilmanic District, Davidson County, Tennessee, located on the westerly side of Antioch Pike between Harding Place and Perimeter Hill Drive, being a part of Lot No. 2 as shown on the plan of Lot 2, Perimeter 4-A and Lot 9, South Perimeter Park, Section 4-A, as of record in Book 6250, page 883, Register's Office for Davidson County, Tennessee and being more particularly described according to a survey made by Barge Waggoner Sumner & Cannon, Inc., Ronald W. Ferguson, RLS #1972, File No. 24570-01, last revised October 10, 2000, as follows:

BEGINNING at a new iron pin in the westerly right-of-way line of Antioch Pike as widened, said point being N 32° 41' 58" W, 414.3 feet, more or less from the centerline of Perimeter Hill Drive;

THENCE, leaving said right-of-way line with the northerly line of Lot No. 1, as shown on the plan of Perimeter 4-A, as of record in Book 6250, page 794, R.O.D.C., S 54° 30' 54" W, 204.18 feet to a new iron pin;

THENCE, with the westerly line of said Lot No. 1, S 33° 29' 28" E, 212.01 feet to a new iron pin in the northerly line of property conveyed to M.H. Paschall, et ux and H.R. Proctor, et ux by deed of record in Book 5991, page 748, R.O.D.C.;

THENCE, with said northerly line S 59° 26' 01" W, 170.48 feet to an iron pin;

THENCE, continuing with said line, S 53° 34' 57 W, 33.30 feet to an iron pin in the easterly line of Reserved Parcel as shown on the plan of Section 4-A, South Perimeter Park, as of record in Book 5200, page 799, R.O.D.C.;

THENCE, with said easterly line N 41° 41' 38" W, 3.46 feet to an iron pin;

THENCE, continuing with said line N 31° 37' 24" W, 75.71 feet to a new iron pin;

THENCE, with the westerly line of said Reserved Parcel, S 24° 44' 16" W, 251.86 feet to a new iron pin in the northerly right-of-way line of Perimeter Hill Drive;

THENCE, with said right-of-way line with a curve to the right 42.00 feet to a new P.K. nail, said curve having a central angle of 05° 38' 22", a radius of 426.72 feet, a tangent of 21.02 feet, and a chord of N 86° 49' 11" W, 41.98 feet;

THENCE, continuing with said right-of-way line, N 84° 00' 00" W, 245.76 feet to an iron pin;

THENCE, leaving said right-of-way line with the easterly line of Lot No. 10, as shown on the plan of Section 4-A, South Perimeter Park as of record in Book 5200, page 799, R.O.D.C., N 06° 00' 00" E, 302.43 feet to a new iron pin in the southerly line of Lot No. 1, as shown on said plan of Section 4-A;

THENCE, with said line S 84° 00' 00" E, 51.06 feet to a concrete monument;

Thence, continuing with said line, S 80° 18' 47" E, 274.55 feet to an iron pin;

THENCE, with the easterly line of said Lot 1, N 37° 03' 37" W, 279.77 feet to an iron pin;

THENCE, leaving said line with the southerly line of Lot No. 2 as shown on the plan of Harding-Antioch Subdivision as of record in Book 6050, page 47, R.O.D.C., N 57° 15' 03" E, 224.48 feet;

THENCE, leaving said line with the westerly line of property conveyed to Gerry J. Baggett by deed of record in Book 8198, page 498, R.O.D.C., S 33° 29' 28" E, 162.18 feet to a new iron pin;

THENCE, with the southerly line of said Baggett property, N 54° 30' 54" E, 204.87 feet to a new iron pin in the westerly right-of-way line of Antioch Pike, as widened;

THENCE, with said right-of-way line S 32° 41' 58" E, 50.06 feet to the point of beginning.

Containing 196,713 square feet or 4.52 acres, more or less.

Being the same property conveyed to J.C. Bradford & Co., L.L.C., a Tennessee limited liability company, by deed from Perimeter

Four Venture, a Tennessee joint venture, of record in Book 10750, page 508, said Register's Office.

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth below.

1. 2000 Metropolitan Government Taxes.

2. Reciprocal Easement Agreement by and between Commerce Street Venture, a partnership, The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation, and R. C. Mathews Contractor, dated as of December 1, 1984, of record in Book 6739, Page 331, as re-recorded in Book 6740, Page 775, said Register's Office. (Tracts Nos. I and II)

3. Easement for telephone lines, by and between Commerce Street Venture and J. C. Bradford & Co., of record in Book 7849, Page 627, said Register's Office. (Tract No. I)

4. Unrecorded Skybridge Development, Construction, Maintenance, Removal and Easement Agreement, by and between J. C. Bradford & Company and WRC Properties, Inc., dated December 12, 1997. (Tract No. I)

5. Management Agreement dated November 27, 1985, by and between Central Parking System, Inc. and Bradford Partners' Properties, L.P., as amended by First Amendment to Management Agreement, dated November 1, 1994. (Tract No. I)

6. All matters as shown on the plan of record in Book 6050, Page 299, said Register's Office. (Tract No. III)

7. Declaration of Protective Covenants for South Perimeter Park, of record in Book 5801, Page 38, as corrected in Book 5920, Page 427, said Register's Office. (Tract Nos. III and IV)

8. Declaration of Restrictive Covenant of record in Book 6145, Page 123, said Register's Office. (Tract Nos. III and IV)

9. Declaration of Restrictive Covenants for Perimeter Hill, of record in Book 6297, Page 371, said Register's Office. (Tract Nos. III and IV)

10. Tennessee Deed of Trust and Security Agreement from Perimeter Four Venture, a joint venture, to William B. Goodman, Trustee, dated November 26, 1985, of record in Book 6718, Page 243, as re-recorded in Book 8546, Page 173, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $3,000,000.00, payable to The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, as assigned to First American National Bank of Nashville, by Assignment and Security Agreement, of record in Book 6718, Page 283, and re-recorded in Book 8546, Page 205, said Register's Office. (Tract No. IV)

11. Assignment of Rents and Leases from Perimeter Four Venture, a joint venture, to The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, of record in Book 6718, Page 276, said Register's Office, to further secure an indebtedness in the amount of $3,000,000.00. NOTE: Said assignment was as assigned to First American National Bank of Nashville, by Assignment and Security Agreement, of record in Book 6718, Page 283, and re-recorded in Book 8546, Page 205, said Register's Office. (Tract No. IV)

12. Financing statement filed November 26, 1985, showing Perimeter Four Venture, as Debtor and The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, as Secured Party, of record in Book 6718, Page 296, said Register's Office, to secure an indebtedness in the amount of $3,000,000.00. NOTE: Said financing statement was re-instated and assigned to First American National Bank by instrument of record in Book 8546, page 167, said Register's Office. (Tract No. IV)

NOTE: By Assignment, Assumption and Release Agreement of record in Book 10750, Page 503, said Register's Office, J. C. Bradford & Co., LLC, a Tennessee limited liability company, assumed the indebtedness as evidenced by the deed of trust, assignment of rents and leases and financing statement set forth above. Said indebtedness is being assumed by the Grantee herein. (Tract No. IV)

13. All matters as shown on the plan of record in Book 6250, Page 883, said Register's Office. (Tract No. IV)

14. Restrictive Covenants contained in the deed of record in Book 6291, Page 145, said Register's Office. (Tract No. IV)

15. Sanitary sewer and/or storm drainage easement, of record in Book 6313, page 955, said Register's Office. (Tract No. IV)

This is improved property located at 330 Commerce Street (Tract Nos. I and II), 3310 Perimeter Hill Drive (Tract No. III) and 1301 Antioch Pike and 3325 Perimeter Hill Drive (Tract No. IV), Nashville, Tennessee.

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, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the matters set forth above), but not further or otherwise. 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 17th day of October, 2000.

J. C. BRADFORD & CO., L.L.C., a
Tennessee limited liability company

BY: _____
Lawrence G. DiSalvo
TITLE: Vice President

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lawrence G. DiSalvo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of J. C. Bradford & Co., L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 17th day of October, 2000.

_____
NOTARY PUBLIC

My Commission Expires: 7/26/03

JEANETTE L. RAMER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 26, 2003

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