This Instrument Was Prepared By:
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1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 09/17/02 13:12 6pgs
Fees:32.00 Taxes:0.00
20020917-0113248

Address New Owner(s):
Metropolitan Government of
Nashville and Davidson County
Metropolitan Courthouse
Nashville, TN 37201

Send Tax Bills to:
New Owner

Map and Parcel:
93-11- part of 24 and 27
93-7-40

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, as authorized by Metropolitan Ordinance BL2001-921, more particularly described as:

SEE EXHIBIT A ATTACHED HERETO

Except as may be expressly set forth in the contract, it is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the herein described premises, including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Grantor's warranty of title set forth herein and any other warranty or representation by Grantor contained in the contract), zoning, tax consequences, physical or environmental condition (including the presence of asbestos), utilities, operating history or projections, valuation, governmental approvals, the compliance of the premises with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Grantor to Grantee, or any other matter or thing regarding the premises. Grantee acknowledges and agrees, that except as expressly set forth in the contract, Grantor hereby sells and conveys to Grantee and Grantee hereby accepts the premises "as is", "where is, with all faults." Except as may be expressly set forth in the contract, Grantee will not rely on and Grantor is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the premises or relating thereto made or furnished by Grantor, the manager of the premises, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, verbally or in

writing. Grantee represents to Grantor that Grantee has conducted such investigations of the premises, including but not limited to, the physical and environmental conditions thereof, as Grantee deems necessary to satisfy itself as to the condition of the premises and the existence or nonexistence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the premises, and, except as expressly set forth in the contract, will rely solely upon the same and not upon any information provided by or on behalf of Grantor or its agents or employees with respect thereto. Except as expressly set forth in the contract, Grantee shall accept the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Grantee's investigations, and, except as may be expressly set forth in the contract, Grantee shall be deemed to have waived, relinquished and released Grantor from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against Grantor at any time by reason of or arising out of any construction defects, physical conditions, violations or any applicable laws (including any environmental laws) any and all other acts, omission, events, circumstances or matters regarding the premises.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it, subject to those matters set forth on Exhibit B attached hereto. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 17th day of September, 2002.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Title: Executive Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert M. Holland, Jr., a Notary Public in and for said County and State, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Deputy Executive Director of the Metropolitan Development and Housing Agency, the within named bargainor, a public body and body corporate and politic organized and existing pursuant to Section 13-20-101 et seq., T.C.A., and that he as such Deputy Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Deputy Executive Director.

WITNESS my hand and seal at office in Nashville, Tennessee, this 17th day of September, 2002.

NOTARY PUBLIC

My Commission Expires: 7-26-03

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $EXEMPT.

Affiant

Subscribed and sworn to before
me this 17th day of September, 2002.

Notary Public

My Commission Expires: 3-25-06

EXHIBIT A

Land located at Hermitage Avenue and Peabody Street in the 19th Councilmanic District of Davidson County, Tennessee. Being Lot 1 on the final plat of Metro District Energy System Plant of record as Instrument Number 20020809-0096188, R.O.D.C., and being more particularly described as follows:

Beginning in the northerly right-of-way of Peabody Street at a southwesterly corner of City of Nashville property of record in Deed Book 2492, page 93, R.O.D.C., said corner being South 63E 04' 49" West, 567.59 feet from a chiseled "x" on a stone column near the northeasterly terminus of Peabody Street;

Thence with said right-of-way of Peabody Street South 63E 04' 49" West, 211.00 feet;

Thence North 26E 55' 11" West, 76.29 feet;

Thence North 71E 55' 11" West, 30.00 feet;

Thence North 26E 55' 11" West, 271.08 feet to the southerly right-of-way of Gateway Boulevard;

Thence with said right-of-way as follows:

North 62E 36' 51" East, 1.28 feet;

Northeasterly with a curve to the left 234.97 feet to a northwesterly corner of the aforementioned City of Nashville property, said curve having a radius of 749.016 feet, a central angle of 17E 58' 25" and a chord of 234.00 feet at North 53E 37' 38 ½" East;

Thence with City of Nashville boundary South 26E 56' 06" East, 407.02 feet to the beginning.

Containing 86,729.5 square feet or 1.9910 acres, more or less, and being property conveyed to Metropolitan Development and Housing Agency by deeds from Bolden Family Limited Partnership and the Nashville and Eastern Railroad Authority and the Nashville and Eastern Railroad Corporation of record as Instrument Numbers 200202524-0063515, R.O.D.C. and 20020808-0095647, R.O.D.C. respectively; parts of property conveyed to Metropolitan Development and Housing Agency by deeds from Ragland Corporation and the Guardian Life Insurance Company of America of record as Instrument Numbers 20020529-0065015, R.O.D.C. and 20020614-0072491, R.O.D.C. respectively; and a portion of Crockett Street closed by ordinance 09/28/1906.

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The above-described property is subject to all notes, easements, conditions and restrictions shown on the final plat of Metro District Energy System Plant of record as Instrument Number 20020809-0096188, R.O.D.C.

Being part of the property conveyed to Metropolitan Development and Housing Agency by deeds of record in Instrument Nos. 20020524-0063515, 20020529-0065015, 20020614-0072491 and 20020808-0095647, Register's Office for Davidson County, Tennessee.

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EXHIBIT B

1. All matters as shown on Final Plat of Metro District Energy System Plant, of record in Instrument 20020809-0096188, Register's Office for said County.