Davidson County DEEDQC
Recvd: 09/05/03 15:16 4pgs
Fees:23.00 Taxes:1480.00
20030905-0130212

| Address New Owner: | Map-Parcel Numbers: | Send Tax Bills To: |
|---|---|---|
| Donelson Fitness Holdings, Limited Partnership<br>c/o SmartSpace, Inc.<br>3055 Lebanon Road<br>Building Two, Suite 2200<br>Nashville, Tennessee 37214 | A portion of Map 85, Parcel 37 | Donelson Fitness Holdings, Limited Partnership<br>c/o SmartSpace, Inc.<br>3055 Lebanon Road<br>Building Two, Suite 2200<br>Nashville, Tennessee 37214 |

This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (BRS)
414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219

# SPECIAL WARRANTY DEED

PICK-UP

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 and sufficiency of all of which are hereby acknowledged, **DONELSON CORPORATE CENTRE, LIMITED PARTNERSHIP**, a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to **DONELSON FITNESS HOLDINGS, LIMITED PARTNERSHIP**, a Tennessee limited partnership (the "Grantee"), Grantee's representatives, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth in Exhibit B, which is attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

This is unimproved property.

**TO HAVE AND TO HOLD** the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $400,000.00.

Affiant

Subscribed and sworn to before me this 28th day of August, 2003.

Notary Public
My Commission Expires: 5/28/

DOLLY N. RENFRO NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

**IN WITNESS WHEREOF**, the Grantor has executed this Special Warranty Deed this 28th day of August, 2003.

**DONELSON CORPORATE CENTRE, LIMITED PARTNERSHIP**
a Tennessee limited partnership

By: JS Development, LLC
A Tennessee limited liability company
Its general partner

By: _____
Name: Floyd Shechter
Title: Chief Manager

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Floyd Shechter**, 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 Chief Manager of JS Development, LLC, the general partner of Donelson Corporate Centre, Limited Partnership, a Tennessee limited partnership, the within named bargainor, and that he as such Chief Manager of JS Development, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this the 28th day of August, 2003.

_____
NOTARY PUBLIC
My Commission Expires: 5/28/06

NOTARY PUBLIC AT LARGE DAVIDSON CO.

## Exhibit A

## Property

Being a certain tract of land located along the east side of Lebanon Pike in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee and being more particularly described by metes and bounds as follows:

Beginning at an iron rod set (new) on the southwest corner of the tract, said rod being at the corner of Medical Drive (formerly Perimeter Drive, a private drive) and Lebanon Pike (a Public Right-of-Way, width varies); thence along the easterly right-of-way of Lebanon Pike (a Public Right-of-Way, width varies) North 21 degrees 16 minutes 10 seconds East, a distance of 240.38 feet to an iron rod (new); thence departing the right-of-way of Lebanon Pike, along the line of Donelson Corporate Centre, Limited Partnership South 68 degrees 59 minutes 00 seconds East, a distance of 250.87 feet to an iron rod (old); thence along the line of Nashville Educare Company, Ltd., South 21 degrees 01 minute 00 seconds West, a distance of 246.19 feet to an iron rod (old); thence along Medical Drive (formerly Perimeter Drive, a private drive) along a cure to the right a distance of 64.95 feet with a chord bearing of North 71 degrees 52 minutes 48 seconds West (with a radius of 5050.36 feet) to an iron rod (new); thence continuing along Medical Drive (formerly Perimeter Drive, a private drive) North 66 degrees 11 minutes 57 seconds West, a distance of 187.28 feet to an iron rod, and the Point of Beginning. Said tract to be designated as Lot Number 2 on the final plat of Donelson Corporate Centre, Limited Partnership, dated June 21, 2001, prepared by Ragan Smith Associates, Inc.

Being part of the same property conveyed to DONELSON CORPORATE CENTRE, LIMITED PARTNERSHIP, A TENNESSEE LIMITED PARTNERSHIP, by deed of record in Book 10938, page 694, said Register's Office.

## Exhibit B

## Permitted Exceptions

1. Davidson County taxes for 2003, a lien, but not yet due and payable.
2. Matters shown on the Plan of record in Book 4885, page(s) 153, said Register's Office.
3. Easement of Ingress and Egress of record in Book 5002, page 698, said Register's Office.
4. Right of Way Agreement of record in Book 5139, page 178, said Register's Office.
5. Overhead Line Easement of record in Book 5848, page 104, said Register's Office.
6. Overhead Line Easement of record in Book 5876, page 712, said Register's Office.
7. Matters shown on the Plan of record in Book 7900, page(s) 315, said Register's Office.
8. Restrictive Covenants contained in instrument of record in Book 10938, page 694, said Register's Office.