This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
201 Fourth Avenue, N. Suite 1900
Nashville Tennessee 37219

Davidson County DEEDWARR
Recvd: 06/11/03 15:29 2pgs
Fees:12.00 Taxes:0.00
[redacted]
20030611-0080878

ADDRESS NEW OWNER:

Metropolitan Government
222 Third Avenue, North
Suite 701
Nashville, TN 37201

RE-RECORD

SEND TAX BILL:
TAX EXEMPT/
GOVERNMENTAL
AGENCY

Davidson County DEEDWARR
Recvd: 07/09/04 15:20 2pgs
Fees:12.00 Taxes:0.00
20040709-0082162

MAP AND PARCEL:
MAP 82-14,
PARCEL 59 AND
PARCEL 95

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT THE MAP AND PARCEL NUMBERS OF THE PROPERTY BEING CONVEYED TO INCLUDE MAP 82-14, PARCEL 95.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, The First Eagle Partnership, a Tennessee General Partnership, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Metropolitan Government of Nashville and Davidson County, Tennessee, ("Grantee"), its heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

Land in Davidson County, Tennessee, situated between First Street, Nashville, Tennessee, formerly Whites Creek Turnpike and the Cumberland River. It begins at low water mark on the Cumberland River in the center of the tract of what is now the L & N railroad indicated by Letter A, on said plan in the Plat Book of the Chancery Court of Davidson County, and above referred to; thence with the center line of said railroad, North 58° East 1166.5 feet to the West side of First Street and at the Letter B on said plan; thence with the West side of said First Street, South 14° 30' East 465 feet to the Letter C on said plan; thence South 58° West 1002 feet to the Letter D on said plan; it being the low water mark of the Cumberland River; thence with low water mark of said river to the beginning.

Included, but expressly excluded from the above description, is that portion which was conveyed to J.O. Kirpatrick & Sons Company to Louisville and Nashville Railroad running along the southerly side of the tracks of said Louisville and Nashville Railroad, by deed of record in Book 560, page 436, said Register's Office.

Also included, but expressly excluded from the above description, is that portion which was conveyed to the Salvation Army by deed of record in Book 3128, page 531, said Register's Office.

Being the same property conveyed to The First Eagle, LLC, a Tennessee limited liability company, by deed from Nashville Lumber & Building Materials, Inc., of record in Book 11471, page 681, said Register's Office. The said The First Eagle, LLC having since merged into The First Eagle Partnership, a Tennessee General Partnership.

This conveyance is made subject to such limitations and restrictions and easements as may affect the premises.

This is improved property known as 140 North First Street Nashville, TN 37207.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that they are lawfully seized and possessed of the Property 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 herself, her heirs, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, its heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 10 day of June, 2003.

The First Eagle Partnership,
a Tennessee General Partnership

By: _____
Its: General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforesaid, personally appeared Frank E, Crosslin, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of The First Eagle Partnership, a Tennessee general partnership, the within named bargainor, and that he as such Partner executed the foregoing instrument for the purpose therein contained by signing the name of the general partnership by himself as a Partner.

Witness my hand and official seal this 10 day of June, 2003.

_____
Notary Public

My Commission Expires: 7/26/03

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $0.00 (TAX EXEMPT/GOVERNMENTAL AGENCY).

_____
AFFIANT

Subscribed and sworn to before me
this 10 day of June, 2003.

_____
NOTARY PUBLIC
My Commission Expires: 7/26/03

ANDREW B. GIBSON, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires July 26, 2003