BILL GARRETT, Davidson County
Trans:T20120051914 DEEDWARRSP
Recvd: 07/13/12 15:30 5 pgs
Fees:28.00 Taxes:17020.00
20120713-0061924

SPECIAL WARRANTY DEED

This Instrument Prepared By:

Thomas T. Crumpler, Esquire
Allman Spry Leggett & Crumpler, PA
380 Knollwood Street, Suite 700
Winston-Salem, NC 27103-1863

Return To:

JOSEPH PITT
CHICAGO TITLE
6840 CAROTHERS PKWY - Suite 200
FRANKLIN, TN 37067

THIS INDENTURE, made and entered into as of the 13TH day of July, 2012, by and between J. BRYAN ECHOLS, TRUSTEE UNDER THAT CERTAIN AMENDED AND RESTATED TRUST AGREEMENT EFFECTIVE AS OF NOVEMBER 27, 1996 WITH HIGHWOODS/TENNESSEE HOLDINGS, L.P., AS BENEFICIARY ("Grantor"), and NASHPROPS NORTH, LLC, a Delaware limited liability company ("Grantee");

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

See Exhibit A attached hereto and incorporated by reference.

Being a portion of the property conveyed to Grantor by Deed of record in Book 10273, Page 929, in the Register's Office of Davidson County, Tennessee. Said property is further identified by Tax Parcel ID 10700012700.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its heirs, successors and assigns, in fee simple forever.

And Grantor, for itself, its successors and assigns, does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor will forever warrant and defend the title to the Property against the lawful claims of all persons claiming, by, through or under the Grantor, but not otherwise; and that such Property is free from all encumbrances except for those matters described on Exhibit B attached hereto.

WITNESS the signature of the Grantor the day and year first above written.

J. Bryan Echols, Trustee under that Certain Amended and Restated Trust Agreement Effective as of November 27, 1996 with Highwoods/Tennessee Holdings, L.P., as Beneficiary

STATE OF TENNESSEE §
§
COUNTY OF WILLIAMSON §

Before me, MELINDA A. GRAY Notary Public of the state and county aforesaid, personally appeared ~~X~~ J. Bryan Echols, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the trustee under the Amended Restated Trust Agreement Effective as of November 27, 1996 with Highwoods/Tennessee Holdings, L.P., as Beneficiary, the within named bargainor, and that he as such trustee, executed the foregoing instrument for the purpose therein contained, by signing the name of said trust by himself as trustee.

WITNESS MY HAND AND SEAL, at office, this 10th day of July 2012.

MELINDA A. GRAY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 8, 2016

Notary Public

My Commission Expires:
03/08/16

***STATE OF Tennessee
COUNTY OF Williamson

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 4,600,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this 13TH day of July 2012

Notary Public

S. R. CARTER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires 6/16/13.

Tax Parcel Number:	Tax Notices to:
10700012700	NashProps North, LLC 3811 Westerre Parkway, Suite G Richmond, Virginia 23233
Property Address:	51 Century Boulevard Nashville, Tennessee
Name and Address of Property Owner:	NashProps North, LLC 3811 Westerre Parkway, Suite G Richmond, Virginia 23233 Attn: J. Ryan Lingerfelt

EXHIBIT A
to Special Warranty Deed

Being a parcel of land in Nashville, First Civil District, Fourteenth Councilmanic District, Davidson County, Tennessee, being Lot D-1 shown on the subdivision of Century City Lot D, as of record in Book 6250, Page 338, and amended in Book 8869, Page 137, Register's Office Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin in the easterly right-of-way of McGavock Pike, said pin being the common corner of Lots D-1 and D-2, and further described as being 514.25 feet southerly from the centerline of Century Boulevard;

THENCE, along said easterly right-of-way of McGavock Pike, N 08° 05' 22" E, 419.25 feet to a point lying at the southeasterly intersection of McGavock Pike and Century Boulevard;

THENCE, leaving said right-of-way with a curve to the right, 78.54 feet to a point in the southerly right-of-way of Century Boulevard, said curve having a radius of 50.00 feet, a central angle of 90° 00' 00", a tangent distance of 50.00 feet, and a chord of N 53° 05' 22" E, 70.71 feet;

THENCE, with said southerly right-of-way of Century Boulevard, S 81° 54' 38" E, 66.77 feet to a point;

THENCE, continuing with said right-of-way with a curve to the right, 387.68 feet to a point, said curve having a radius of 350.21 feet, a central angle of 63° 25' 34", a tangent distance of 216.41 feet, and a chord of S 50° 11' 51" E, 368.19 feet;

THENCE, continuing with said right-of-way S 18° 29' 04" E, 37.53 feet to the common corner to Lots D-1 and D-2;

THENCE, leaving said right-of-way of Century Boulevard with the common line between said lots, S 53° 05' 22" W, 342.44 feet to a point;

THENCE, continuing with said common line, S 81° 54' 38" E, 204.63 feet to an iron pin in the easterly right-of-way of McGavock Pike, the point of beginning.

Containing 158,994 square feet or 3.65 acres, more or less.

BEING the same property conveyed to Highwoods/Forsyth Limited Partnership, a North Carolina limited partnership, by Special Warranty Deed from Vantage Associates, a Tennessee General Partnership, of record in Book 10138, page 858, Register's Office for Davidson County, Tennessee.

The above description is the same as the description contained in the prior deed.

EXHIBIT B
to Special Warranty Deed

EXHIBIT B

Encumbrances

1. Davidson County taxes for the year 2012 a lien, not yet due and payable.

2. All matters shown on the Plan of record in Plat Book 6250, Page 338, as amended in Plat Book 8869, page 137, Register's Office for Davidson County, Tennessee.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 6504, Page 723, amended in Book 8048, page 30, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

4. Agreement for Common Driveway, Shared Parking and Utility Easements of record in Book 6504, Page 751, as amended in Book 7516, page 119, in the Register's Office for Davidson County, Tennessee.

5. Easement Agreement of record in Book 11216, Page 199, in the Register's Office for Davidson County, Tennessee.