BILL GARRETT, Davidson County
Trans:T20140025989 DEEDWARRSP
Recvd: 04/17/14 09:25 3 pgs
Fees:18.00 Taxes:20535.00
20140417-0032115

This instrument prepared by:
Joseph B. Pitt, Jr., Esq.
6840 Carothers Parkway
Suite 200
Franklin, TN. 37067

SPECIAL
WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
127 Athens Way, LLC	Athens Way, LLC c/o Mr. Roy Ulrich	070-16-0-030.00
(NAME)	(NAME)	
181 Hillcrest Road	P.O. Box 14278	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Berkeley, CA. 94705	Van Nuys, CA. 91409	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

*FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, FED VI, L.L.C., an Alabama limited liability company, ("Grantor") has this day bargained and sold, and does hereby transfer and convey unto the said **127 ATHENS WAY, LLC, a Tennessee limited liability company,** the **Grantee** herein, its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 18B, on the Plan of Resubdivision of MetroCenter, Tract 18, as shown on plat of record in Book 8250, Page 938, in the Register's Office for Davidson County, Tennessee, (the "Plat") and described by Barge Waggoner Sumner and Cannon, Inc. (file 11469-77) as follows:

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located on the westerly side of Athens Way at French Landing Drive, and being more particularly described as follows:

Being at a point in the westerly right-of-way line of Athens Way, said point being southerly 515.67 feet from the southerly right-of-way line of Great Circle Road;

Thence, with said right-of-way line S 23° 44' 10" W, 440.10 feet to a point;

Thence, leaving said right-of-way line with the east line of Lot No. 18C, as shown on said plan, the following calls; N 66° 15' 50" W, 664.45 feet to a point;
N 50° 38' 05" W, 144.29 feet to a point;
N 39° 34' 46" W, 319.57 feet to a point in the easterly line of Tract No. 36, as shown on the plan of MetroCenter, Section II, as of record in Book 5200, Page 237, R.O.D.C.;

Thence, with said line N 19° 30' 00" E, 92.59 feet to a point;

Thence, continuing with said line with a curve to the left 208.63 feet to a point, said curve having a central angle of 30° 29' 41", a radius of 392.00 feet, a tangent of 106.85 feet, and a chord of N 60° 24' 16" E, 206.18 feet;

Thence, leaving said line with the west line of Lot No. 18A, as shown on the aforementioned plan of MetroCenter, Tract 18, S 66° 15' 50" E, 972.64 feet to the point of beginning.

Containing 434,311 square feet or 9.97 acres, more or less.

Together with appurtenant 110 foot by 70 foot joint access easement located at the southwest corner of this parcel and the southeast corner of adjoining Lot No. 18C.

Being the same property conveyed to FED VI, L.L.C., an Alabama limited liability company, by Quitclaim Deed from FED II, L.L.C., dated September, 11, 1998, recorded in Book 11116, Page 596, Register's Office for Davidson County, Tennessee.

This is improved property, known as: *127 Athens Way, Nashville, TN. 37228*

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees their (successors), heirs and assigns forever Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth in ***EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.***

Grantor further covenants and binds itself its heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its (successors), heirs and assigns, against the lawful claims of all persons, claiming by, through or under the grantor.

Whenever 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 our hand this 10 *day of* APRIL, *2014, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

FED VI, L.L.C., an Alabama limited liability company

By: _____

Title: Manager

STATE OFALABAMA
COUNTY OF MOBILE

Personally appeared before me, DANNA BOOTH, a Notary Public in and for said County and State, Gregory B. Saad, 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 member (or other officer authorized to execute the instrument) on behalf of FED VI, L.L.C, an Alabama limited liability company, and that he as such member executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as member.

Witness my hand, at office, this 10 day of APRIL, 2014.

_____
Notary Public

My Commission Expires: 6/18/17

DANNA L. BOOTH NOTARY PUBLIC STATE OF ALABAMA AT LARGE

STATE OF ALABAMA
COUNTY OF MOBILE *The actual consideration or value whichever is greater, for this transfer is $5,550,000.00*

Affiant _____

Subscribed and sworn to before me this the 10 *day of* APRIL *2014.*

Notary Public _____

My commission expires: 6/18/17

(Affix Seal)

DANNA L. BOOTH NOTARY PUBLIC STATE OF ALABAMA AT LARGE

EXHIBIT "B"

1. Taxes for the year 2014 a lien, but not yet due and payable.

2. Subject to all matters shown on the Plan of record in Book 8250, Page 938, Register's Office for Davidson County, Tennessee.

3. Subject to all matters shown on the Plan of record in Book 5200, Page 237, Register's Office for Davidson County, Tennessee.

4. Declaration of Restrictive Covenants of record in Book 9382, Page 56 and Book 9420, Page 176, Register's Office for Davidson County, Tennessee.

5. Transformer Easement to Metropolitan Government acting by and through the Electric Power Board, of record in Book 5632, Page 813, Register's Office for Davidson County, Tennessee.

6. Easements as set forth in Book 10990, Page 687, Register's Office for Davidson County, Tennessee.

7. Subject to all matters as shown on survey dated May 7, 2009 by BWSC, John M. Duffer, Jr., Registration No. 1431, Job No. 4170-00.

8. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.

9. Subject to Council Bill 73-608, Metropolitan Clerk's Office, which provides for the dedication of permanent easements for the operation and maintenance of the pumping station and outlet works, levees, lakes and canals, as needed for flood control and for reasonable public access for recreational use of the lakes, canals and levee areas.

10. Declaration of Agreements, Charges, Assessments and Liens for MetroCenter Business Park Declaration recorded in Book 7487, Page 952, as amended in Book 10602, Page 499, Register's Office for Davidson County, Tennessee.

11. Restrictive Covenants of record in Book 4784, Page 659; as amended in Book 5792, Page 787; Book 7012, Page 61; and Book 7487, Page 952, Register's Office for Davidson County, Tennessee.

12. Declaration of Special Covenants and Restrictions recorded in Book 10990, Page 694, Register's Office for Davidson County, Tennessee.

13. Charter of Metro Center Improvements Association, Inc. of record in Book 4775, Page 223 and Book 7468, Page 986, as amended in Book 7581, Page 264, Register's Office for Davidson County, Tennessee.

14. Title to that portion of the property contained in Amulet (MetroCenter) Lake.

15. Water (Riparian Rights) -
(a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Amulet (MetroCenter) Lake without diminution or pollution and the consequence of any past or future change in the location of Amulet (MetroCenter) Lake;
(b) riparian rights incident to premises;
(c) rights of upper and lower riparian owners in and to the waters of Amulet (MetroCenter) Lake crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;
(d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.

16. Rights of Federal Express Corporation, as tenant only, with no right to purchase and no right of first refusal under an unrecorded lease.