Davidson County DEEDWARRSP
Recvd: 10/21/14 13:31 7 pgs
Fees:38.00 Taxes:17760.00
20141021-0097006

This Instrument Prepared By:

Tammi D. Parker
Duke Realty Corporation
3715 Davinci Court, Suite 300
Peachtree Corners, GA 30092

New Property Owner:

OP Riverview Property, LLC
5314 Maryland Way, Suite 110
Brentwood, Tennessee 37027
Attention: James R. Granberry

Map-Parcel Numbers:
070-110-008.00

Mail Tax Bills To:
OP Riverview Property, LLC
5314 Maryland Way, Suite 110
Brentwood, Tennessee 37027
Attention: James R. Granberry

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 and sufficiency of all of which are hereby acknowledged, to be effective as of October 17, 2014, DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to OP RIVERVIEW PROPERTY, LLC, a Tennessee limited liability company (the "Grantee"), Grantee's 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 reference, together with all Grantor's right, title, and interest in and to buildings, improvements and fixtures affixed or attached thereto or situated thereon (the "Property"). This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth on **Exhibit B**, which is attached hereto and incorporated herein by this reference.

This is improved property, known as 545 Mainstream Drive, Nashville, Tennessee 37228.

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

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

And the Grantor does hereby quitclaim unto the Grantee (i) all rights, privileges, easements and appurtenances that said party of the first part may have with respect to any land lying in the bed of any street, road or avenue in front of or adjoining the Property, or with respect to any strips and gores

adjoining the Property and (ii) any rights Grantor may have with respect to any unpaid award for damage to the Property by reason of change of grade of any street.

[Signature contained on the following page]

WITNESS the signature of the said party of the first part the day and year first above written.

DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership

By: Duke Realty Corporation,
General Partner

By: _____
Name: J. Christopher Brown
Title: Senior Vice President

STATE OF GEORGIA

COUNTY OF GWINNETT

Personally appeared before me, a Notary Public, J. Christopher Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Senior Vice President of Duke Realty Corporation, an Indiana corporation and the General Partner of Duke Realty Limited Partnership, and is authorized by that corporation to execute this instrument on behalf of that corporation in its capacity as General Partner of Duke Realty Limited Partnership.

WITNESS my hand and seal this 14th day of October, 2014.

_____
Notary Public

My Commission Expires:

_____

DEBORAH COREY NOTARY PUBLIC HALL COUNTY GEORGIA EXPIRES MAY 9, 2017

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LAND in the First Civil District, Nashville, Davidson County, Tennessee, located on the northerly side of Mainstream Drive, being Lot Number 37L as shown on the plan of Section 17, Metrocenter, as of record in Book 5800, page 42, R.O.D.C. and being more particularly described as follows:

ACCORDING to an As-Built survey by Barge, Waggoner, Stunner & Cannon, dated April 7, 1983 and revised April 29, 1987, File No. 7129-47, as follows:

BEGINNING at a concrete monument in the northerly margin of Mainstream Drive, said concrete monument being westerly 767 feet, more or less, from the centerline of Great Circle Road, as measured along said northerly margin:

THENCE, with said northerly margin with a curve to the left 512.24 feet to a point, said curve having a central angle of 35° 21' 37" feet, a radius of 830.00 feet, a tangent of 264.57 feet and a chord of S 83° 33' 08" W, 504.15 feet:

THENCE, continuing with said northerly margin S 65° 52' 20" W, 200.00 feet to a concrete monument:

THENCE leaving said northerly margin with the easterly line of Lot Number 37M as shown on the aforementioned plan of Section 17, Metrocenter N 20° 14' 40" W, passing through a witness iron pin at 268.41 feet, a total distance of 460.24 feet to a point in the low waterline of the Cumberland River:

THENCE, with said-low waterline the following calls:

N 69° 46 E, 345.13 feet to a point:

N 80° 20' 11" E, 424.49 feet to a point:

N 81° 12' E, 224.35 feet to a point:

THENCE, leaving said-low waterline S 13° 10' W, passing through a witness iron pin at 131.42 feet a total distance of 532.38 feet to the point of beginning.

Being the same property conveyed to Weeks Realty, L.P., a Tennessee limited partnership from Riverview, L.P., a Tennessee limited partnership of record in Book 10881, page 532, in the Register's Office for Davidson County, Tennessee. The said Weeks Realty, L.P., having since merged and is now known as Duke Realty Limited Partnership by Certificate of Merger of record in Instrument No. 200312010172316 and 200312010172317, in said Register's Office. The said Duke Realty changed its name to Duke-Weeks Realty Limited Partnership by Certificate of Amendment of record in Instrument No. 201102140012595, in said Register's Office. Duke-Weeks Realty Limited Partnership subsequently changed its name to Duke Realty Limited Partnership by Certificate of Amendment of record in Instrument No. 20141021-0096945 and in Instrument No. 20141021-0096946, in said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2014 and subsequent years, liens not yet due and payable.

2. All matters shown on the plat of record in Book 5800, Page 42, in the Register.s Office for Davidson County, Tennessee.

3. Warranty Deed of Flowage Easement of record in Book 2291, page 295, in the Register's Office for Davidson County, Tennessee.

4. Restrictive Covenants and Easements of record in Book 4829, page 722, Book 5026, page 783, Book 5035, page 967, Book 5225, page 120, Book 5242, page 389, Book 5792, page 787, and Book 7012, page 61, in the Register's Office for Davidson County, Tennessee.

5. Release and Relocation of Easement Agreement of record in Book 6040, page 509, in the Register's Office for Davidson County, Tennessee.

6. Declaration of record in Book 6040, page 518, in the Register's Office for Davidson County, Tennessee.

7. Permanent Levee Maintenance Easement and Temporary Right of Entry for Construction Purposes of record in Instrument No. 200005090047025, in the Register's Office for Davidson County, Tennessee.

8. Rights of tenants under any unrecorded leases.

9. Easement for the flow of the waters of the Cumberland River, and the rights of the public therein.

10. Rights of upper and lower riparian owners to the flow of the waters of the Cumberland River, free from diminution or pollution.

11. Changes in the boundary of the Land resulting from erosion or accretion caused by the flow of the Cumberland River.

12. Title to that portion of the Land lying below the ordinary low water mark of the Cumberland River.

STATE OF GEORGIA

COUNTY OF GWINNETT_

THE ACTUAL CONSIDERATION ORVALUE WHICHEVER IS GREATER, FOR THE TRANSACTION IS $4,800,000.00

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 14th DAY OF OCTOBER, 2014

Deborah Corey
NOTARY PUBLIC

MY COMMISSION EXPIRES

DEBORAH COREY NOTARY PUBLIC HALL COUNTY GEORGIA EXPIRES MAY 9, 2017

The subject property is improved.

True Copy Certification

I, Gregory J. Chapparo, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Illinois

County of Cook

Personally appeared before me, ~~[Name of Notary]~~ MARTHA REYNA, a notary public for this county and state, ~~[name of person making certification]~~ GREGORY J. CHAPARRO who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

OFFICIAL SEAL
MARTHA REYNA
Notary Public - State of Illinois
My Commission Expires Jan 17, 2016

Notary's Signature

My Commission Expires: _____
Notary' Seal (if on paper)