Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Calumet Development Corporation 1101 Kermit Drive, Suite 800 Nashville, TN 37217	Same	97-34
This instrument prepared by: Boult, Cummings, Conners & Berry, 21st Floor, First American Center, Nashville, TN 37238		

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Larchwood Associates, a partnership composed of Cousins Properties of Tennessee, Inc., a Georgia corporation, and Larchwood Grundstucks Gesellschaft mbH, a GmbH formed under the laws of the Federal Republic of Germany (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said Calumet Development Corporation (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Lack of direct access to a controlled access highway which runs along the westerly boundary.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

Affiant

Subscribed and sworn to before me this 11 day of ~~September~~ October, 1983.

Notary Public
My Commission Expires: 1/27/85

This is unimproved property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth hereinabove.

And Grantor does further covenant and bind itself, to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

The Property is hereby subjected to the Restrictions set forth in Exhibit B hereto which shall be covenants running with the land for the entire term of the same.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 29th day of September, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

LARCHWOOD ASSOCIATES,
a partnership

By: Cousins Properties of
Tennessee, Inc., Partner

By: Dale R. Hollingsworth
Vice President

STATE OF TENNESSEE

BOOK 6155 PAGE 283

COUNTY OF DAVIDSON

Before me, Myra K. Mellock, a Notary Public of the State and County aforesaid, personally appeared Dale R. Gilomen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Cousins Properties of Tennessee, Inc., a corporation, and that said corporation is a partner of Larchwood Associates, the within named bargainor, a partnership, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a partner, by himself as Vice President.

WITNESS my hand and official seal this 29th day of September, 1983.

Myra K. Mellock

Notary Public

My commission expires: 7/7/87

MYRA K. MELLOCK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT "A"

DESCRIPTION:

Being a parcel of land in the 2nd, formerly the 3rd, Civil District, Nashville, Davidson County, Tennessee, located east of Stewarts Ferry Pike, south of Interstate Highway I-40, north of Bell Road, and south of Old Stewarts Ferry Pike, more particularly described as follows:

Beginning at a point of intersection identified by a concrete monument where the southerly right-of-way of Old Stewarts Ferry Pike intersects with the southeasterly right-of-way of Interstate Highway I-40 and the new easterly right-of-way of Stewarts Ferry Pike (Pleasant Hill Road);

Thence, with the southerly margin of Stewarts Ferry Pike, S 87° 28' 08" E, 112.47 feet;

Thence, N 00° 08' 50" E, 20.00 feet;

Thence, S 89° 51' 10" E, 193.05 feet;

Thence, leaving Stewarts Ferry Pike, S 07° 56' 38" W, 189.00 feet;

Thence, S 77° 01' 25" E, 186.75 feet to an iron pin;

Thence, S 08° 11' 28" W, 535.02 feet to a point in the easterly margin of Pleasant Hill Road;

Thence, in a northwesterly direction with a curve to the left having a central angle of 21° 55' 50", a radius of 1,220.92 feet, a chord bearing N 23° 48' 32" W, 464.47 feet and a curve length of 467.32 feet to a concrete monument;

Thence, N 37° 55' 37" E, 75.60 feet to a concrete monument, said point being 150 feet from the center of Stewarts Ferry Pike;

Thence, along a curve to the left 150 feet from and parallel to the centerline of Stewarts Ferry Pike, said curve having a central angle of 15° 48', a radius of 1,295.92 feet, a chord bearing N 47° 44' 03" W, 356.29 feet and a curve length of 357.42 to the point of beginning.

Containing 2.62 acres, more or less.

Being part of the same property conveyed to Larchwood Associates, a partnership composed of Cousins Properties of Tennessee, Inc. and Larchwood GrundstucksGesellschaft mbH, a GmbH formed under the laws of the Federal Republic of Germany, (the "Grantee") of record in Book 5625, page 321, as corrected by Deed of Correction of record in Book 5686, Page 322, said Register's Office.

EXHIBIT B

RESTRICTIVE COVENANTS

The Property is sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantees, their heirs and assigns, for a period of twenty-five (25) years from and after even date herewith, to-wit:

1. The construction and design of all buildings and structures shall be of such kind and quality as to be in keeping with present-day construction methods in the Nashville area. No temporary buildings shall be permitted.

In addition, all buildings or other structures erected upon the Property shall be of a design, and height, satisfactory to the Grantor. For this purpose, the Grantees, their heirs or assigns, shall, prior to the commencement of construction, submit to the Grantor architectural plans for all buildings to be constructed, a site plan showing the location of the same, and complete details for the grading, drainage, paving, and exterior lighting. All such plans, including specifications and working drawings, shall be approved in writing by the Grantor prior to the commencement of construction or any other development of improvements upon the Property. All electrical wiring shall be placed underground.

2. Grantee shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the Property, which plan shall be submitted to the Grantor for its approval in writing, and upon such approval such plan shall be carried out in detail. The Grantees shall maintain the exterior of the Property and all landscaping at all times in a good, orderly, and neat condition.

3. All exterior signs shall be subject to the approval of the Grantor. All signs shall be located on the

face of the buildings, except that one freestanding sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

4. No storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted. No incinerators shall be kept, used, or maintained on any portion of the Property. Trash, garbage, etc. shall be kept in closed containers and shall be removed from the Property at regular intervals to prevent any unnecessary accumulation thereof.

5. Adequate off-street parking shall be provided on the Property for the employees, customers, and invitees of the Grantees, as required by the off-street parking ordinances of the local government of Nashville Metropolitan Government and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing.

6. Water towers, storage tanks, processing equipment, cooling towers, vents, hoods, transformers, trash containers, loading docks and other loading and unloading facilities and any other like equipment and structures shall be fully screened by an opaque material compatible with the major material on the exterior of the building and hidden from the view of other lots.

7. The invalidation of any one of these covenants by judgment of any court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect for the remainder of the term hereof.

RUSH

H.7.9430

IDENTIF. REFERENCE

OCT 11 4 21 PM '83

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

10/11 278.50- CHECK

4289

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6155 PAGE 287

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			100000.00- CAMT.	
			260.00 CSTAX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK	278.50-
4289A		10/11/83	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7-9 4 3 0

IDENTIF. REFERENCE

OCT 11 4 21 PM '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

No. 985366