THIS INSTRUMENT PREPARED BY:

BOULT, CUMMINGS, CONNERS & BERRY
222 Third Avenue, North
Nashville, Tennessee 37201

BOOK 6551 PAGE 988

WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills to:	Map-Parcel Numbers
George Gianikas, Trustee 309 White Bridge Road Nashville, TN 37209	Same	Map 128 Parcels 22, 23 + 24

FOR AND IN CONSIDERATION of the sum of Seven Hundred Sixty Five Thousand ($765,000) Dollars and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, BELLEVUE ASSOCIATES, a Tennessee general partnership, whose address is c/o The Taubman Company, Inc., 3270 West Big Beaver Road, Suite 300, Troy, Michigan 48084 (the "Grantor") has bargained and sold and by these presents does hereby transfer and convey unto George Gianikas, Trustee, with full power to transfer, convey and encumber without joinder of any beneficiary, whose address is 309 White Bridge Road, Nashville, TN 37209 (the "Grantee"), his successors in trust and assigns, certain real property in Davidson County, Tennessee, more particularly described on Exhibit "A" attached hereto (the "Property").

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

1. Metropolitan and State taxes for the year 1985, the payment of which has been assumed by Grantee.

2. Easement, Right and Right-of-Way Agreement between Annie Frost Horn and I.R. Schulman, Trustee, of record in Book 4851, Page 918, Register's Office for Davidson County, Tennessee.

3. Lack of ingress and egress to a controlled access highway along the northerly boundary of the Property.

4. The Restrictions set forth below.

5. Zoning Ordinances and easements and restrictions of record.

6. The Survey of the Premises made by Barge, Waggoner, Sumner and Cannon, Inc., dated April 11, 1985, revised April 12, 1985, shows certain telephone poles and lines and power poles and lines, a drain crossing subject Premises and a pond located thereon.

This is improved property, known as 8041 Sawyer Brown Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereunto belonging to the said George Gianikas, Trustee, his successors in trust 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 as set forth hereinabove.

STATE OF Tennessee)
)ss.
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $765,175.00.

George Gianikas Trustee
Affiant

Subscribed and sworn to before me, this 8th day of May, 1985.

Pamela L. Zimmerman
Notary Public

My Commission Expires: 4/17/88

The Grantor further covenants and binds itself, its successors and representatives to warrant and forever defend the title to said real estate to the said George Gianikas, his successors in trust and assigns, against the lawful claims of all persons.

RESTRICTIONS

The foregoing conveyance shall be subject to the following easements, covenants and restrictions (hereinafter collectively referred to as the "Restrictions"), subject to which the Property or any portion thereof shall be improved, held, exchanged, leased, sold and/or conveyed. The Restrictions shall run with and burden the Property, shall benefit certain adjacent property owned by the Grantor more particularly described on Exhibit B attached hereto (hereinafter referred to as the "Grantor's Property") and shall inure to the benefit of the successors, assigns and successors in interest of the Grantor.

1. Prior to commencement of any construction on the Property by Grantee or prior to submittal of any site plan by Grantee to any governmental agency for approval, Grantee shall submit to Grantor a final site plan, building elevation drawings, landscaping plan, exterior architectural plans (including exterior surface color and finish), lighting and signage for Grantor's prior written approval, which prior written approval shall be a condition precedent to Grantee's commencing any such construction or submitting any such site plan to any governmental agency for approval. In the event Grantor disapproves of the same, Grantor shall specify the reasons for its disapproval. In the event Grantor fails to approve or disapprove any such submission within fourteen (14) days after receipt thereof, then such submission shall be deemed to be approved. The site plan and design plans to be submitted shall be prepared in conformance with specifications established by Grantor. Grantee shall have the right, without Grantor's consent, to make all future repairs, additions, deletions and renovations provided they shall conform and be compatible with the original architectural design and shall be of equal quality and grade. This covenant shall terminate at such time as Bellevue Associates or any affiliate of Bellevue Associates, ceases to have an ownership interest in the Grantor's Property.

2. Grantor hereby reserves a perpetual exclusive easement to relocate, at Grantor's sole cost and expense, the creek currently on Grantor's Property to such location on the Property as will not unreasonably interfere with the improvements to be built thereon in accordance with the approved site plan. Grantor shall have the right to relocate the creek at such time as Grantor deems appropriate, provided that such relocation is done with a minimum of interference with the use of the Property by Grantee in accordance with the approved sale plan. After the creek has been relocated, it shall remain open and above ground and Grantee shall pay all costs necessary to maintain the creek in a good condition.

3. Grantor hereby reserves a nonexclusive, perpetual easement for the installation and maintenance of utilities (i.e., water, storm and sanitary sewers, electricity, gas and telephone) on, over, under and across such portions of the Property as required to allow the extension of utility services to service the Grantor's Property. It is understood that any work performed by Grantor on such easement area shall be done as expeditiously as possible with a minimum of interference with Grantee's use of the Property and shall be done as close to the perimeters of the Property as is reasonably possible. Following the installation, maintenance, repair and replacement of any facilities installed in such easement area, Grantor agrees to return the surface of the easement area to the same condition as existed prior to such installation, maintenance, repair and replacement. In no event shall Grantor locate utilities underneath any building to be constructed by Grantee on the Property as shown on the approved site plan.

4. Grantee shall maintain the Property and the improvements constructed thereon in first class condition.

5. Grantee covenants and agrees to commence construction upon the Property as soon as reasonably possible after the date hereof. In the event that such construction has not commenced within one (1) year from the date hereof, Grantor, at its option, and in addition to any other rights and remedies it may have, shall have the right to repurchase the Property at any time thereafter prior to construction commencing on the terms and conditions set forth below. The foregoing repurchase option shall be exercised, if at all, by notice in writing to Purchaser by registered mail or certified mail, return receipt requested. The repurchase of the Property shall be effected on a date mutually agreed upon by Grantor and Grantee but not later than thirty (30) days from the date of Grantor's notice given pursuant to this Paragraph 5. The repurchase price shall be paid in cash by Grantor at the closing. Grantee shall be responsible for the amount of any lien or encumbrance on the Property created after the date hereof. Grantee shall convey the Property to Grantor by warranty deed and deliver possession of the Property in good condition. The repurchase price shall equal the consideration set forth in Section I of this instrument plus all documented out-of-pocket costs and expenses incurred by Grantee to the date of repurchase including real estate taxes, architect fees, engineering fees, studies, plans, surveyors', attorneys' and consultants' fees and such other reasonable and necessary fees incurred in connection with the matters contemplated herein.

6. Nothing contained in this instrument shall be construed as allowing Grantee any rights of access, ingress or egress on, over or across the Grantor's Property or to create any right in Grantee to tap into any existing utility lines located on the Grantor's Property and Grantee shall not have such rights.

7. In the event of any violation or threatened violation of any provision of this instrument, Grantor shall have the right, in addition to any other remedy available at law, in equity or hereunder, to enjoin such violation or threatened violation.

8. Any notice requested or certificate required or permitted to be delivered hereunder shall be given in writing and shall be deemed to have been delivered upon receipt or first attempt to deliver, whichever is first to occur. For the purpose hereof, the addresses of the parties, until further notice, shall be as follows:

Grantor: Bellevue Associates
c/o The Taubman Company, Inc.
3270 West Big Beaver Road
Suite 300
Troy, Michigan 48084
Attention: Robert C. Larson

Grantee: George Gianikas, Trustee
309 White Bridge Road
Nashville, TN 37209

9. If less than all of the Grantor's Property shall be sold, transferred, assigned or conveyed, then the term "Grantor" for purposes of this instrument shall be deemed to mean (i) Bellevue Associates so long as Bellevue Associates or any affiliate of Bellevue Associates owns any portion of the Grantor's Property and (ii) that person or entity that owns the largest portion of the Grantor's Property from time to time, at any time Bellevue Associates or any affiliate of Bellevue Associates does not own any portion of the Grantor's Property.

10. The Grantee has executed this instrument for the purpose of acknowledging its acceptance hereof and its agreement to perform the obligations of the Grantee hereunder.

IN WITNESS WHEREOF, the Grantor and the Grantee, each acting on behalf of themselves, their respective heirs, successors and assigns, have caused this instrument to be executed this 11th day of April, 1985.

WITNESSES:

BELLEVUE ASSOCIATES, a Tennessee general partnership

By: TKUL ASSOCIATES, a Michigan co-partnership, its Partner

By: _____
Robert C. Larson

"Grantor"

David M. Ware

Ilene M. Lanfear

George Gianikas, Trustee

"Grantee"

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

Before me, Carole Powell, a Notary Public of the state and county aforesaid, personally appeared ROBERT C. LARSON, 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 Partner of TKUL ASSOCIATES, a partnership, which is a partner of BELLEVUE ASSOCIATES, a partnership and that he as such Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a Partner.

WITNESS my hand and seal, this 11th day of April, 1985.

Carole Powell
Notary Public - Macomb County acting in Oakland
My Commission Expires: 3-30-88 County

STATE OF Tennessee)
) ss.
COUNTY OF Davidson)

Before me, Pamela L. Zimmerman, a Notary Public of the state and county aforesaid, personally appeared GEORGE GIANIKAS, TRUSTEE, 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 foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, this 8th day of ~~April~~ May, 1985.

Pamela L. Zimmerman
Notary Public
My Commission Expires: 4/17/88

LM53p

EXHIBIT A

Being a parcel of land in the Second Civil District, located on the westerly side of Sawyer Brown Road and being part of the property conveyed to Bellevue Associates, by deed of record in Book 5223, Page 743, R.O.D.C., and being more particularly described as follows:

BEGINNING at an iron pin in the westerly margin of Sawyer Brown Road, said point being northerly 560 feet, more or less, from the center line of Esterbrook Drive, as extended, and being the southeasterly corner of the herein described parcel;

THENCE, leaving said westerly margin of Sawyer Brown Road with a fence line and tree row N 88° 01' W, 1,663.15 feet;

THENCE, N 03° 33' E, 16.05 feet to the southerly margin of Interstate 40;

THENCE, with said southerly margin of Interstate 40, N 55° 18' E, 1,686.58 feet to a concrete right-of-way monument;

THENCE, continuing with said southerly margin with a curve to the left 119.85 feet, said curve having a central angle of 01° 27' 12", a radius of 4,724.70 feet, a tangent of 59.93 feet and a chord of N 54° 34' 24" E, 119.85 feet;

THENCE, leaving said southerly margin of Interstate 40, with the westerly line of Stacy Square Townhouses, Stacy Square, Section Seven, of record in Book 5200, Page 467, R.O.D.C., and the westerly line of the property conveyed to Morris Eshaghpour Contracting Corporation, by deed of record in Book 5880, Page 366, R.O.D.C., S 27° 06' E, 471.53 feet;

THENCE, with the southerly line of said Morris Eshaghpour Contracting Corporation property S 88° 07' E, 277.50 feet to the westerly margin of Sawyer Brown Road;

THENCE, with said westerly margin of Sawyer Brown Road, with a curve to the left 574.76 feet, said curve having a central angle of 69° 37' 01", a radius of 473.04 feet, a tangent of 328.87 feet and a chord of S 35° 24' 05" W, 540.06 feet;

THENCE, continuing with said westerly margin of Sawyer Brown Road, S 00° 36" W, 234.12 feet to the point of beginning.

Containing 23.67 acres, more or less, according to a survey made by Barge, Waggoner, Sumner and Cannon dated April 11, 1985, revised April 12, 1985, File No. 5590-06.

RUSH

J 0 2 8 9 7

IDENTIF. REFERENCE

MAY 8 2 04 PM '85

DAVIDSON COUNTY, TN

EXHIBIT B

Legal Description of Grantor's Property

PARCEL I: A parcel of land in the 9th Civil District of Davidson County, Tennessee, fronting on U. S. 70S Highway; described according to a survey by Hart-Freeland-Roberts, Inc., dated September 28, 1971 and described as follows:
BEGINNING at a point in the northerly margin of U. S. 70S Highway, said point being 571.17 feet in a westerly direction from the westerly margin of Sawyer Brown Road; thence N 74°-30' W a distance of 1,446.24 feet to a point; thence N 15°-30' E a distance of 50.0 feet to a point; thence N 74°-30' W a distance of 68.75 feet to a point; thence N 15°-30' E a distance of 343.1 feet to a point; thence N 74°-30' a distance of 431.8 feet to a point; thence N 8°-45' E a distance of 467.24 feet to a point; thence N 0°-54' E a distance of 521.97 feet to a point, said point being in the southerly margin of Interstate 40; thence N 55°-18' E a distance of 425.30 feet to a point; thence S 63°-14' E a distance of 272.77 feet to a point; thence S 4°-32' W a distance of 376.51 feet to a point; thence N 88°-02' E a distance of 448.11 feet to a point; thence S 1°-05' W a distance of 301.14 feet to a point; thence N 87°-58' E a distance of 702.35 feet to a point; thence S 2°-33' W a distance of 696.74 feet to a point; thence S 3°-34' W a distance of 333.64 feet to a point; thence S 2°-38' W a distance of 334.21 feet to the point of beginning and containing 54.11 acres, more or less.

PARCEL II: A parcel of land in the 9th Civil District of Davidson County, Tennessee, fronting on Sawyer Brown Road and U. S. 70S Highway; described according to a survey made by Hart-Freeland-Roberts, Inc., dated September 28, 1971 and described as follows:
BEGINNING at a point in the westerly margin of Sawyer Brown Road, said point being 235.05 feet from the northerly margin of U. S. 70S Highway; thence N 86°-59' W a distance of 184.48 feet to a point; thence S 15°-30' W a distance of 190.60 feet to a point, said point being in the northerly margin of U. S. 70S Highway; thence N 74°-30' W a distance of 340.03 feet to a point; thence N 2°-38' E a distance of 334.21 feet to a point; thence N 79°-02' E a distance of 565.31 feet to a point, said point being in the westerly margin of Sawyer Brown Road; thence S 3°-10' W a distance of 144.48 feet to the point of beginning, containing 3.5 acres, more or less.
Being the same property conveyed to Roger E. Benjamin, Trustee, with full power, by deed from H & S Development Company, Inc., et al, of record in Book 4815, page 873, Register's Office for Davidson County, Tennessee. (Both Parcels I & II)

PARCEL III: Land in the 9th Civil District and described according to a survey by Hart-Freeland-Roberts, Inc., dated September 28, 1971 and revised January 4, 1973, as follows:
BEGINNING at a point in the westerly margin of Sawyer Brown Road 379.53 feet north of the intersection of said road and U.S. 70S; thence leaving said road with the northerly line of the property conveyed to Warner Park Estates Company in Deedbook 4409, page 215, north 79° 02' west 565.31 feet to a point; thence north 2° 34' east 333.64 feet; thence south 83° 47' east 563.38 feet to a point in the west margin of Sawyer Brown Road; thence with said road, south 3° 10' west 380.33 feet to the point of beginning, containing 4.60 acres.

PARCEL IV: Land in the 9th Civil District of Davidson County, Tennessee and described according to a survey by Hart-Freeland-Roberts, dated September 28, 1971, and revised January 4, 1973, as follows:
BEGINNING at a point in the westerly margin of Sawyer Brown Road 759.86 feet north of the intersection of said road and U.S. 70S, thence leaving said road with the northerly line of property conveyed to A. I. Myhr in Deed Book 1684, page 12, north 83° 47' west 563.38 feet to a point; thence north 2° 33' east 696.74 feet to a point; thence south 87° 55' west 554.32 feet to a point in the westerly margin of Sawyer Brown Road, thence with said road the following courses and distances: south 1° 49' west 766.02 feet to a point; thence south 3° 10' west 11.62 feet to the point of beginning, containing 9.43 acres.

Being the same property conveyed to Roger E. Benjamin, Trustee, with full power, by deed from A. I Myhr, et ux, Ethel Mai Myhr, of record in Book 4813, page 398, Register's Office for Davidson County, Tennessee. (Both Parcels III & IV)

PARCEL V: Land in the 9th Civil District of Davidson County, Tennessee, described according to a survey of Hart, Freeland and Roberts, dated September 28, 1971, and revised January 4, 1973, as follows:
BEGINNING at a point in the west margin of Sawyer Brown Road, the common corner of property conveyed to A. I. Myhr, of record in Book 1341, page 559, and the herein described tract; thence leaving said road along a fence line between said tracts, south 87° 55' west 554.32 feet to a point; thence continuing with the said fence along the northerly line of the property conveyed to Warner Park Estates Company and Ervin M. Entrekin, Trustee, of record in Book 3856, page 658, south 87° 58' west 702.35 feet to a point; thence north 1° 05' west 301.14 feet to a point in the southerly line of the property conveyed to Julia D. Butler, et al, of record in Book 1283, page 531, and in Book 1077, page 138; thence along said line, north 88° 02' east 711.4 feet to a point in the westerly line of the property conveyed to L. B. Sweeton, of record in Book 1235, page 158; thence with said line south 1° 49' east 200 feet to a point; thence north 88° 02' east 549.00 feet to a point in the easterly margin of Sawyer Brown Road; thence with said road, south 1° 49' west 99.40 feet to the point of beginning.

Being the same property conveyed to Roger E. Benjamin, Trustee, with full power, by deed from Jesse Ursery and wife, Nancy B. Ursery, of record in Book 4840, page 112, Register's Office for Davidson County, Tennessee.

PARCEL VI: Land in the 9th Civil District of Davidson County and described according to a survey by Hart-Freeland & Roberts dated March 28, 1971 and Revised January 4, 1973, as follows:
BEGINNING at a point in the west margin of Sawyer Brown Road at the common corner of property conveyed to Jessie Ursery in Deed Book 3570, page 384, and the herein described tract; thence leaving said Road with the line between said tracts S 88° 02' West 549.00 feet to a point in the interior south line of said Ursery lands, thence North 1° 49' East 200.0 feet to a point in the South line of property conveyed to Julia D. Butler, et al, in Deed Book 1283, page 531, and in Book 1077, page 138; thence with the line between said Butler property and the herein described tract North 88° 02' East 549.00 feet to a point in the west margin of Sawyer Brown Road, thence with said road South 0° 28' West 200.00 feet to the point of beginning.

Being the same property conveyed to Roger E. Benjamin, Trustee, with full power, by deed from Mamie Ursery Sweeton, a widow, of record in Book 4840, page 118, Register's Office for Davidson County, Tennessee.

PARCEL VII: Land in the 9th Civil District of Davidson County, Tennessee, and described according to a survey by Hart-Freeland and Roberts, dated September 28, 1971 and revised January 4, 1973, as follows:
BEGINNING at a point in the west margin of Sawyer Brown Road at the common corner of property conveyed to L. B. Sweeton in deed Book 1235, page 158 and the herein described tract; thence leaving said road with the line between said tracts S 88°02' W 1708.51 feet to a point in a fence line being the interior easterly line of property conveyed to Warner Park Estates Company and Ervin M. Entrekin, Trustee, as of record in Book 3856, page 658; thence with said fence line N 4° 32' E 670.62 feet to a point in the southerly line of property conveyed to G. E. Horn in Deed Books 1316, page 86 and in Book 1218, page 313; thence with said line S 88° 01' E 1663.15 feet to a point in the Sawyer Brown Road; thence with said road, S 0° 28' W 281.44 feet to a point in the beginning of a curve having a radius of 11434.16; thence around said curve 269.41 feet to a point; thence continuing with said road S 1° 49' W 1.65 feet to the point of beginning.

Being the same property conveyed to Roger E. Benjamin, Trustee, with full power, by deed from Eleanor Davis, unmarried, Thomas M. Davis, married, and Julia Butler, married, being the heirs at law of John T. Bain, deceased, of record in Book 4840, page 115, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6551 PAGE 995

FOR _____

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

765175.00- CAMT.
1989.52 CSTAX
.50 PRFEE
21.00 WDEED
CHECK 2011.02-
6783A05/08/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J02897

IDENTIF. REFERENCE

MAY 8 2 04 PM '85

REGISTER
DAVIDSON COUNTY, TN

No. 132516