BOOK 9542 PG 879

Box 28
NSH

SPECIAL WARRANTY DEED

FROM: Storage Associates, L.P.
Grantor
TO: Home Depot U.S.A., Inc.
Grantee

This instrument was prepared by:
W. Fred Williams
Farris, Warfield & Kanaday
424 Church Street, Suite 1900
Third National Financial Center
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Home Depot U.S.A., Inc. 2727 Paces Ferry Road Atlanta, GA 30339	Same	PART OF 163-77 Field Book Numbers PART OF 5DU-35091

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Fifty Thousand and No/100 Dollars ($850,000.00).

A. Teresa Pate
Affiant

SUBSCRIBED AND SWORN TO before me, this the 9th day of December, 1994.

Notary Public

My Commission Expires: 1-25-97

FOR AND IN CONSIDERATION OF the sum of Eight Hundred Fifty Thousand and No/100 Dollars ($850,000.00), the receipt and sufficiency of which are hereby acknowledged, STORAGE ASSOCIATES, L.P. (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto HOME DEPOT U.S.A., INC. (the "Grantee"), its successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is improved property known as 1155 Bell Road, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

And Grantor does covenant with the Grantee that Grantor is seized and possessed of the Property and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Reference is hereby made to that certain Easements and Restrictive Covenants Agreement dated October 21, 1993, of record in Book 9123, page 900, and re-recorded in Book 9162, page 208, said Register's Office, as amended by instrument of record in Book 9413, page 823, said Register's Office (as amended, the "Restrictions"). Grantee (by grantee's acceptance and recordation of this Special Warranty Deed and the payment of the purchase price for the Property) and Grantor hereby agree that Grantee shall pay Grantor, or its successors and assigns, 29.38% of the Operating Costs (as hereinafter defined). "Operating Costs" shall mean those costs incurred by Grantor in order to comply with (i) Section 3.02 of the Restrictions, and (ii) Article 10 of the Restrictions, but only those costs for liability insurance relating to the Common Areas (as defined in the Restrictions), computed and payable in accordance with Article 4 of the Restrictions; provided, however, in no event shall Operating Costs include any management fee paid by Grantor, and provided further Grantee shall not be obligated to perform any of Grantor's maintenance obligations as described in Section 3.02 of the Restrictions, and that Grantor shall maintain

on behalf of Grantee the insurance coverage required under Article 10 of the Restrictions. In the event that Grantee is unable to have the Property separately assessed and invoiced for ad valorem tax purposes, Grantee shall be responsible for reimbursing Grantor for ad valorem taxes for the Property to the extent of 29.38% of such taxes owing in accordance with the present map parcel system.

Witness my hand this 9th day of December, 1994.

STORAGE ASSOCIATES, L.P.
By: STORAGE CONCEPTS, INC.

By: A. Teresa Patton
A. Teresa Patton, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Connie L Edwards, a Notary Public of said County and State, personally appeared A. TERESA PATTON with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Storage Concepts, Inc., a corporation, the general partner of Storage Associates, L.P., the within named bargainor, a limited partnership, and that she as such President executed the foregoing instrument for the purposes therein contained, by signing the name of herself as President of Storage Concepts, Inc., the general partner of Storage Associates, L.P.

Witness my hand and seal, at Office in Nashville, this 9th day of December, 1994.

Connie L Edwards
Notary Public

My Commission Expires: 1/26/97

EXHIBIT A

Property Description

Being a parcel of land situated in the First Civil District, Thirty-first Councilmanic District of Nashville, Davidson County, Tennessee, located generally north of Bell Road and west of Cain Ridge Road, said parcel formerly being a portion of Lot 1 as shown on the plan of the Resubdivision of Lot No. 1 Bell Ridge Commons as of record in Book 7900, page 614 (the Old Plat), Register's Office for Davidson County, Tennessee, and now being a portion of Lot 2 on the plan of the Third Revision of Bell Ridge Commons of record in Book 7900, page 853 (the New Plat), said Register's Office, and more particularly described as follows:

Beginning at a point in the Northerly margin of Bell Road, said point being the common corner of Lots 1 and 2 on both of the above referenced plats; thence, leaving Bell Road, North 08°52'57" West, 316.00 feet to a point; thence South 81°07'03" West, 44.00 feet to a point, being the new division line between Lots 1 and 2 on the New Plat, and also being the TRUE POINT OF BEGINNING;

Thence, from said TRUE POINT OF BEGINNING, and leaving the new division line between Lots 1 and 2 on the New Plat, and continuing along the old division line between Lots 1 and 2 on the Old Plat, South 81°07'03" West, 116.00 feet to a point;

Thence, continuing along the old division line between Lots 1 and 2 on the Old Plat, North 08°52'57" West, 284.00 feet to a point;

Thence, with the new division line between Lots 1 and 2 on the New Plat the following calls:

North 81°07'03" East, 48.00 feet to a point;

South 08°52'57" East, 94.00 feet to a point;

North 81°07'03" East, 68.00 feet to a point;

South 08°52'57" East, 190.00 feet to the TRUE POINT OF BEGINNING.

Together with those easement rights pertaining to the property described in this Exhibit A, which rights are set forth in the Reciprocal Easement and Operation Agreement, of record in Book 7640, page 169, as amended in Book 9162, page 182, as further amended in Book 9543, page 296, Register's Office for Davidson County, Tennessee.

Containing 26,552 square feet or 0.61 acre, more or less.

Being part of the same property conveyed to Storage Associates, L.P. by deed from Commerce Trading Corporation, a Tennessee Corporation, of record in Book 9162, page 193, Register's Office for said County.

EXHIBIT B

Encumbrances

9542 883

1. General or special taxes and assessments required to be paid in the year 1995 and subsequent years.

2. Matters shown on the Plan of record in Book 7900, page 853, Register's Office for Davidson County, Tennessee.

3. Subject to the terms and conditions set out in the Reciprocal Easements and Operation Agreement by and between Trion Properties, Inc., a Georgia Corporation and The Home Depot, Inc., a Delaware Corporation of record in Book 7640, page 169, Register's Office for Davidson County, Tennessee and Amendments thereto of record in Book 9162, page 182, and Book _____, page _____, said Register's Office.

4. Subject to the terms and conditions set out in the Development Agreement by and between Trion Properties, Inc., a Georgia Corporation and The Home Depot, Inc., a Delaware Corporation of record in Book 7640, page 196, said Register's Office.

5. Deed of Conveyance to Metro (sanitary sewer) of record in Book 8169, page 455, said Register's Office.

6. Deed of Conveyance to Metro (water main) of record in Book 8169, page 549, said Register's Office.

7. Subject to the terms, conditions and easements set out in the Easements and Restrictive Covenants Agreement by and between Storage Associates, L.P., a Tennessee Limited Partnership and General Mills Restaurants, Inc., a Florida Corporation of record in Book 9123, page 900, and re-recorded in Book 9162, page 208, said Register's Office and as amended by instrument of record in Book 9413, page 823, said Register's Office.

16273
IDENTIFICATION EVIDENCE
1998 12/09 11:01 CHECK 3556.00



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9542 PG 884

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



CAMT
850000.00
CON TX 3145.00
PRFEE 1.00
WDEED 20.00
TOTAL 3166.00
CHECK 3166.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

16273

IDENTIFICATION REFERENCE

No. 861971