49

BOOK 11005 PAGE 400

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills to:
Lion's Head Village c/o CBL & Assocs. Properties, Inc. 6148 Lee Highway Suite 300 Chattanooga, TN 37421	103-15-43 163-257 163-224 163-352 163-228 163-353 163-256	SAME
This instrument prepared by:	Kerry A. Kennedy Cravath, Swaine & Moore 825 Eighth Avenue New York, NY 10019	

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten dollars and 00/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, NASHLAND ASSOCIATES (the "Grantor") has bargained and sold, and by these presents transfers and conveys to LION'S HEAD VILLAGE LIMITED PARTNERSHIP (the "Grantee") , Grantee's (heirs) (successors) and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Schedule 1, 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 matters identified in Exhibit A annexed hereto and made part hereof.

This is improved property, known as Lion's Head Village as described in Schedule 1 attached hereto.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's heirs, successors, descendants and assigns, forever.

Grantor covenants with and warrants to the Grantee that Grantor is lawfully seized and possessed of the Property, and 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 heirs, successors and assigns against the lawful claims of all persons whomsoever claiming, by through or under Grantor, but not otherwise.

No warranty is made as to the amount of acreage in the Property.

This Deed is delivered pursuant to the Contribution and Exchange Agreement dated June 23, 1998 between Nashland Associates as Transferor, and CBL & Associates Limited

Partnership, as Transferee (the "Agreement"). Any liability of Nashland Associates hereunder is limited by the provisions of Sections 14.03, 14.04, 14.05 and 14.06 of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 1st day of July, 1998.

NASHLAND ASSOCIATES,

by O'CONNOR REALTY INVESTORS II L.P., Managing General Partner

by J.W. O'CONNOR & CO. INCORPORATED, General Partner

by _____
Thomas E. Quinn
Executive Vice President

On the 29th day of ~~July~~ June in the year 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS E. QUINN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Executive Vice President of J.W. O'Connor & Co. Incorporated, the managing partner of O'Connor Realty Investors II L.P., the managing partner of Nashland Associates, and that by his signature on the instrument, the individual executed the instrument upon the behalf of Nashland Associates, being authorized so to do.

_____
Notary Public

[Notarial Seal]

NOTARY PUBLIC STATE OF NEW YORK

STEPHEN C. DERENCHUK
Notary Public, State of New York
No. 01DE5045260
Qualified in New York County
Commission Expires June 12, 1999

[NYCORP3:633675.1:4473D:06/29/98--10:57a]

BOOK 11005 PAGE 402

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 8,238,820.00

Affiant

Subscribed and sworn to before me this 2nd day of July, 1998.

Notary Public
My Commission Expires:

My Commission Expires January 26, 2002

SCHEDULE 1

LIONS HEAD VILLAGE
page 1 of 2

BOOK 11005 PAGE 403

Being a parcel of land in Nashville, First Civil District, Twenty-Fourth Councilmanic District, Davidson County, Tennessee located on the northerly side of White Bridge Pike (an 80-foot wide right-of-way), west of Post Place (a 50-foot wide right-of-way), being Lot No. 1 as shown on the plan of Resubdivision of Lots 1 and 2, Lions Head Village, as of record in Book 5210, Page 242, R.O.D.C., also being property conveyed to Nashland Associates by deed of record in Book 6321, Page 320, R.O.D.C. and being more particularly described as follows:

BEGINNING at an iron pin in the northerly right-of-way line of White Bridge Pike (an 80-foot wide right-of-way), said iron pin being N 54° 05' 05" W, 439.33 feet along said northerly right-of-way line from the tangent intersection of said northerly right-of-way with the westerly right-of-way line of Post Place (a 50-foot wide right-of-way);

THENCE, leaving said right-of-way line with the easterly line of Lot No. 4, as shown on the plan of Lions Head Village as of record in Book 5210, Page 200, R.O.D.C., also being property conveyed to Michael D. Chase and Copper Cellar Corporation by deed of record in Book 7178, Page 441, R.O.D.C., the following calls:

N 80° 54' 55" E, 56.57 feet to an iron pin;

N 35° 54' 55" E, 144.59 feet to an iron pin;

N 09° 52' 28" E, 165.00 feet to an iron pin;

THENCE, with the northerly line of said Lot No. 4, N 80° 07' 32" W, 60.00 feet to an iron pin;

THENCE, leaving said line with the easterly line of Lot No. 5 as shown on said plan as conveyed to The Golden Dragon Enterprise, Inc. by deed of record in Book 9534, Page 8, R.O.D.C., N 09° 52' 28" E, 243.00 feet to an iron pin;

THENCE, with the northerly line of said Lot No. 5, N 80° 07' 32" W, 182.41 feet to an iron pin in the easterly line of Lions Head Village West, Section One, as of record in Book 5210, Page 288, R.O.D.C., also being property conveyed to Dayton-Hudson Corporation by deed of record in Book 5752, Page 103, R.O.D.C.;

THENCE, with said easterly line N 11°35' 00" E, 496.63 feet to a concrete monument in the southerly line of property conveyed to the State of Tennessee by deed of record in Book 3958, Page 625, R.O.D.C.;

THENCE, with said southerly line N 86° 12' 37" E, 383.00 feet to a concrete monument;

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

THENCE, leaving said southerly line with the westerly line of Lions Head Condominium Apartments as shown on the plan of record in Book 5200, Page 82, R.O.D.C. and as established in Master Deed of record in Book 5340, Page 70, and corrected in Book 5342, Page 683, R.O.D.C., the following calls:

S 06° 47' 00" W, 329.00 feet to a concrete monument;

S 83° 13' 00" E, 204.00 feet to a concrete monument;

S 09° 52' 28" W, 618.99 feet to an iron pin;

THENCE, leaving said line with the northerly line of Lot No. 2 as shown on the aforementioned plan of Resubdivision of Lots 1 and 2, Lions Head Village and as conveyed to Randolph N. Lagasse, et ux by deed of record in Book 8193, Page 418, R.O.D.C., the following calls:

N 80° 07' 32" W, 166.00 feet to a hole in concrete walk;

N 09° 52' 28" E, 50.00 feet to a hole in concrete walk;

N 80° 07' 32" W, 164.00 feet to an iron pin;

THENCE, with the westerly line of said Lot No. 2,
S 09° 52' 28" W, 147.77 feet to an iron pin;

THENCE, with the southerly line of said Lot No. 2,
S 54° 05' 05" E, 20.36 feet to an iron pin;

THENCE, with the westerly line of Lot No. 3 as shown on the plan of Lions Head Village as of record in Book 5210, Page 200, R.O.D.C. also being property conveyed to R. N. Lagasse by deed of record in Book 8666, Page 821, R.O.D.C.,
S 35° 54' 55" W, 125.00 feet to an iron pin;

THENCE, continuing with said westerly line S 09° 05' 05" E, 56.57 feet to an iron pin on the northerly right-of-way line of White Bridge Pike (an 80-foot wide right-of-way);

THENCE, with said right-of-way line N 54° 05' 05" W, 150.00 feet to the point of beginning.

Containing 417,316 square feet or 9.58 acres more or less.

Together with all rights, easements, building lines, mail areas, common areas, and other rights, interests and matters described in the following:

(1) Declaration of Reciprocal Rights and Restrictions recorded in Book 5496, Page 199; as amended in Book 5711, Page 321, Book 5711, Page 322, Book 5711, Page 343 and Book 5711, Page 354, all in the Register's office, Davidson County, Tennessee, the easements, building lines and building set back lines created thereby being located as shown on the survey prepared by Barge, Waggoner, Sumner & Cannon dated February 11, 1994, last revised _____, 1998.

Easement recorded in Book 3376, Page 102, in said Register's Office.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

SCHEDULE 1

THE PROPERTY

BOOK 11005 PAGE 405

Derivation Clause(s):

Being and intended to be the same property conveyed to Grantor by deed dated June 21, 1984 from Cousins Properties of Tennessee, Inc., a Georgia corporation of record in Book 6321, page 320 in the Register's Office for Davidson County, Tennessee.

EXHIBIT A

All matters affecting title which are permitted pursuant to Section 10.02 (d) of the Agreement.

BOOK 11005 PAGE 406

9367 07/02 0101 03CHECK 30514-63

04558555
RECORD & RETURN TO:
98 JUL -2 PM 4:35
COUNTY, TX.

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

RECEIVED OF _____

FOR _____

BOOK 11005 PAGE 407

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
8238820.00
CON TX 30483.63
PRFEE 1.00
WDEED 28.00
CFEE 2.00
TOTAL 30514.63
CHECK 30514.63

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/02/98 01 16:36 0001 9367

0458555
IDENTIFICATION REFERENCE

98 JUL -2 PM 4:35

REGISTER
DAVIDSON COUNTY, TN.

No.1315134