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Box 49

Prepared by: Debra J. Breton, Esq.
Hale and Dorr LLP
60 State Street
Boston, MA 02109

ADDRESS OF NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
British Highland Wind, L.P. 545 Mainstream Drive, Suite 101 Nashville, TN 37228-1301	Same	Map 51-5 Parcel 2

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, BRI OP Limited Partnership, a Delaware limited partnership (the "Grantor"), has this day bargained and sold, and by these presents does transfer and convey unto British Highland Wind, L.P., a Tennessee limited partnership (the "Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements, buildings and structures located thereon and all right, title and interest of Grantor in and to any easements and right-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property").

This conveyance of the property, and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained herein or in Exhibit A hereto, Grantor makes no warranty as to the amount of acreage contained in the Property or as to matters of survey.

This is improved property known as the Highland Ridge Apartments, 721 New Due West Avenue, Madison, Tennessee 37115.

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

Grantor covenants with Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth in Exhibit B hereto. Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property and has a right to convey the Property.

Grantor further covenants and binds itself, its successors and representatives, 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 claiming by, through or under Grantor.

This instrument may be executed in several counterparts, and all so executed shall constitute one instrument, binding upon all the parties hereto, notwithstanding that all the parties are not signatories to the original counterpart. This instrument may also be executed with multiple signature pages, which may be attached to and form one or more counterparts hereof.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 28 day of September, 1999.

BRI OP LIMITED PARTNERSHIP

By: Berkshire Apartments, Inc.,
General Partner

By: _____
David J. Olney
~~Senior~~ Executive Vice President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared David J. Olney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be ~~Senior~~ Executive Vice President of Berkshire Apartments, Inc., the general partner of BRI OP Limited Partnership, and that he as such Senior Vice President os such corporate general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as ~~Senior~~ Executive Vice President of Berkshire Apartments, Inc., the corporate general partner of BRI OP Limited Partnership.

Witness my hand and seal, at Boston, Massachusetts, this 28th day of September, 1999.

_____
Notary Public

My Commission Expires: Joel H. Sirkin
NOTARY PUBLIC
My Commission expires Feb. 8, 2002

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COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

The actual consideration or value, whichever is greater, for this transfer is $ 9,982,911.00.

Affiant

Subscribed and sworn to before me this 28th day of September, 1999.

Notary Public

My Commission Expires: Joel H. Sirkin NOTARY PUBLIC My Commission expires Feb. 8, 2002

EXHIBIT A

LEGAL DESCRIPTION

Being a parcel of land in Nashville, Second Civil District, Third Councilmanic District, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of Due West Avenue and Old Due West Avenue and being more particularly described according to survey of Barge, Waggoner, Sumner & Cannon, dated November 22, 1972, and last revised September 12, 1995, as follows:

BEGINNING at an iron pin in the westerly right-of-way line of Due West Avenue, said iron pin being the southeasterly corner of property conveyed to Katherine M. Russell by deed of record in Book 2991, Page 191, R.O.D.C., said iron pin also being northerly 515.25 feet from the northerly right-of-way line of Old Due West Avenue;

THENCE, with said right-of-way line the following calls:

South 22 degrees 27 minutes 02 seconds East, 152.50 feet to an iron pin;

with a curve to the lfet 244.00 feet to an iron pin, said curve having a central angle of 15 degrees 12 minutes 00 seconds, a radius of 919.76 feet, a tangent of 122.72 feet and a chord of South 30 degrees 09 minutes 02 seconds East, 243.29 feet;

South 37 degrees 39 minutes 02 seconds East, 118.75 feet to an iron pin;

THENCE, leaving said right-of-way line with the northerly right-of-way line of Old Due West Avenue South 02 degrees 04 minutes 59 seconds East, 81.26 feet to a point;

THENCE, continuing with said right-of-way line South 38 degrees 19 minutes 36 seconds West, 243.00 feet to an iron pin;

THENCE, leaving said right-of-way line South 51 degrees 40 minutes 24 seconds East, 40.73 feet to a point in the centerline of Old Due West Avenue;

THENCE, with said centerline to the following calls:

South 33 degrees 16 minutes 59 seconds West, 132.28 feet to a point;

with a curve to the right 148.57 feet to a point, said curve having a central angle of 25 degrees 51 minutes 01 seconds, a radius of 329.29 feet, a tangent of 75.57 feet and a chord of South 46 degrees 12 minutes 29 seconds West, 147.31 feet;

South 59 degrees 08 minutes 00 seconds West, 286.64 feet to a point;

with a curve to the right 177.05 feet to a point, said curve having a central angle of 48

degrees 00 minutes 00 seconds, a radius of 211.34 feet, a tangent of 94.09 feet and a chord of South 83 degrees 08 minutes 00 seconds West, 171.92 feet;

North 72 degrees 52 minutes 00 seconds West, 286.92 feet to a point;

THENCE, leaving said centerline with the easterly line of property conveyed to J.T. Almand by deed of record in Book 6675, Page 41, R.O.D.C., North 01 degrees 52 minutes 19 seconds West, 366.14 feet to a point;

THENCE, with the easterly line of property conveyed to Terry W. Burdette, et ux, by deed of record in Book 5278, Page 1, R.O.D.C., North 00 degrees 42 minutes 41 seconds East, 353.39 feet to a point;

THENCE, with the easterly line of property conveyed to J.D. Stephens, et ux, by deed of record in Book 4095, Page 230, R.O.D.C., North 34 degrees 07 minutes 11 seconds West, 518.60 feet to an iron pin;

THENCE, leaving said easterly line with the southerly line of property conveyed to John T. Burdette by deed of record in Book 6603, Page 621, R.O.D.C., and to Deborah D. Myers by deed of record in Book 5496, Page 122, R.O.D.C.,
north 67 degrees 22 minutes 42 seconds East, 510.77 feet to an iron pin;

THENCE, with the westerly line of property conveyed to said Myers, to J.E. Jones by deed of record in Book 3208, Page 30, R.O.D.C., to Fred L. Howell by deed of record in Book 3376, Page 419, R.O.D.C., and to Katherine M. Russell by deed of record in Book 2991, Page 191, R.O.D.C., South 22 degrees, 25 minutes 55 seconds East, 500.72 feet to an iron pin;

THENCE, with the southerly line of said Russell property North 67 degrees 04 minutes 55 seconds East, 400.56 feet to the point of beginning.

Containing 1,024,531 square feet or 23.52 acres, more or less.

Being the same property conveyed to BRI OP LImited Partnership, a Delaware limited partnership from BVT Chestnut Hill Apartments, L.P., a Tennessee limited partnership, dated as of November 1, 1995 and recorded in Deed Book 9846, Page 27.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 1999, which are a lien but not yet due or payable, and all taxes for subsequent years.

2. Title to that portion of the Property within the bounds of Old Due West Avenue.

3. Easement(s) for Sanitary Sewers and/or Storm Drainage dated September 7, 1976 granted to Metropolitan Government of Nashville and Davidson County, Tennessee, recorded September 9, 1976, in Book 5066, Page 752, Register's Office for Davidson County, Tennessee (the "Register's Office").

4. Memorandum of Lease dated June 2, 1989, by and between Chestnut Hill Villa and Web Service Company, Inc., recorded August 7, 1989, in Book 7908, Page 167, and Memorandum of Lease dated March 7, 1996, by and between BRI OP Limited Partnership and Web Service Company, Inc., recorded in Book 10041, Page 139, Register's Office.

5. Rights of tenants, as tenants only, in possession under unrecorded leases.

4751 10/01 0101 03CHECK 36963.77

06411764
IDENTIFICATION REFERENCE
99 OCT -1 PM 2:09
WILL CAMPBELL REGISTER
DAVIDSON COUNTY, TN.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

0641764

IDENTIFICATION REFERENCE

99 OCT -1 PM 2:09

ALL TAXES PAID
DAVIDSON COUNTY REGISTER
NASHVILLE, TENN.

CAMT
9982911.00

~~TOTAL 0.00~~

~~CHECK 0.00~~

10/01/99 01 14:14 0001 4750

CON TX 36936.77
PRFEE 1.00
WDEED 24.00
CFEE 2.00
TOTAL 36963.77
CHECK 36963.77

10/01/99 01 14:15 0001 4751

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1522648