File 35
CTFC

SPECIAL WARRANTY DEED

FROM: AP Southeast Portfolio Partners, L.P., Grantor

TO: LBP Grassmere, LLC, Grantee

This instrument was prepared by:
J. Bryan Echols, Esq.
FARRIS, WARFIELD & KANADAY, PLC
424 Church Street, Suite 1900
Nashville, Tennessee 37219

Address New Owner (s)	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes	Map-Parcel Numbers
LBP Grassmere, LLC One North Charles Street Suite 1400 Baltimore, MD 21201	Same	132-2 133-128 132-4

Instr:200007060067258 Page: 1 OF 7
REC'D FOR REC 07/06/2000 3:43:07PM
RECORD FEE: $31.00
1. TAX: $0.00 T. TAX: $87024.00

STATE OF Maryland)
COUNTY OF Anne Arundel)

The actual consideration or value, whichever is greater, for this transfer is Twenty Three Million Five Hundred Twenty Thousand and no/100 Dollars ($23,520,000.00).

Affiant Alan E. Kerry, President
LBP Grassmere, LLC

PATRICIA L. RALPH NOTARY PUBLIC ANNE ARUNDEL

SUBSCRIBED AND SWORN TO before me, this the 30th day of June, 2000.

Notary Public

My Commission Expires: 11-1-01

FOR AND IN CONSIDERATION OF the sum of Twenty Three Million Five Hundred Twenty Thousand and no/100 Dollars ($23,520,000.00), the receipt and sufficiency of which are hereby acknowledged, AP Southeast Portfolio Partners, L.P., a Delaware limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto LBP Grassmere, LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, in fee simple, 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").

TOGETHER WITH all improvements located thereon, and all of Grantor's right, title and interest in the title, right, privilege, alleys, ways, easements, tenements, hereditaments, appurtenances and advantages thereto belonging, and interest thereon, or in any way appertaining thereto.

FOR THE SAME CONSIDERATION recited above, Grantor hereby quitclaims to Grantee without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

The Property is improved property located in Grassmere Business Park, 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 privileges, appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

And Grantor does covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to 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, to which this conveyance is expressly made subject as set forth on Exhibit B

Witness my hand this 6TH day of July, 2000.

AP SOUTHEAST
PORTFOLIO PARTNERS, L.P.

By: AP-GP Southeast Portfolio Partners, L.P., Its General Partner

By: Highwoods Realty GP Corp., its General Partner

By: W. Brian Reames

Print Name: W. Brian Reames

Title: Vice President

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Julie A. Carson, a Notary Public of said County and State, personally appeared W. Brian Reames, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Highwoods Realty GP Corp., General Partner of AP-GP Southeast Portfolio Partners, L.P., General Partner of AP SOUTHEAST PORTFOLIO PARTNERS, L.P., the within named bargainor, a limited partnership, and that he as such Vice President executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 29th day of June, 2000.

Julie A. Carson
Notary Public

JULIE A. CARSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: 7-27-2002

EXHIBIT A

LEGAL DESCRIPTION

GRASSMERE I

Lying and being in the County of Davidson, State of Tennessee, and being more particularly described as follows:

> Being a parcel of land (the "Fee Simple Parcel") in Nashville, First Civil District, 30th Councilmanic District, Davidson County, Tennessee, located between Elysian Fields Road and Grassmere Park, east of Trousdale Drive, being Lot No. 2 as shown on a plat of Section One, Grassmere, of record in Book 5200 at Page 596, Register's Office of Davidson County, Tennessee.
>
> Being the same property conveyed to AP Southeast Portfolio Partners, L.P. by Deed from Third National Bank, as Ancillary Trustee for Nations Bank of North Carolina, N.A. (formerly NCNB National Bank of North Carolina), as Trustee for the NCNB Real Estate Fund, of record in Book 9162, page 924, Register's Office of Davidson County, Tennessee.

TOGETHER WITH, all right, title and interest of Grantor in and to any easements, rights of way, licenses, interests, rights and appurtenances of any kind specifically relating to or appertaining to the Fee Simple Parcel and/or the improvements located thereon, including, but not limited to, all appurtenant right, title and interest of Grantor in and to any adjacent vaults or alleys, and any air, zoning or development rights appurtenant to the Fee Simple Parcel and/or the improvements located thereon.

TOGETHER WITH, all right, title and interest, if any, of Grantor in and to any land lying in the bed of any public highway, public street, public road, public avenue or public access way in front of, at a side of or adjacent to the Fee Simple Parcel to the center line thereof, together with all right, title and interest of Grantor in and to any awards made, or to be made, in lieu thereof, and in and to any unpaid awards for damages thereto by reason of a change of grade of any such public highway, public street, public road, public avenue or public access way.

TOGETHER WITH, all right, title and interest, if any, of Grantor in any alleys, strips or gores of land adjoining and pertaining to the Fee Simple Parcel.

GRASSMERE II

Lying and being in the County of Davidson, State of Tennessee, and being more particularly described as follows:

> Being a tract of land (the "Fee Simple Parcel") in the First Civil District, Davidson County, Tennessee, located north of Elysian Fields Road and south of Grassmere Park, and being Lot No. 3 as shown on a plat of Section Two, Grassmere, of record in Book 6200 at Page 77, Register's Office of Davidson County, Tennessee.
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> Being the same property conveyed to AP Southeast Portfolio Partners, L.P. by Deed from Third National Bank, as Ancillary Trustee for Nations Bank of North Carolina, N.A. (formerly NCNB National Bank of North Carolina), as Trustee for the NCNB Real Estate Fund, of record in Book 9162, page 930, Register's Office of Davidson County, Tennessee.

TOGETHER WITH, all right, title and interest of Grantor in and to any easements, rights of way, licenses, interests, rights and appurtenances of any kind specifically relating to or appertaining to the Fee Simple Parcel and/or the improvements located thereon, including, but not limited to, all appurtenant right, title and interest of Grantor in and to any adjacent vaults or alleys, and any air, zoning or development rights appurtenant to the Fee Simple Parcel and/or the improvements located thereon.

TOGETHER WITH, all right, title and interest, if any, of Grantor in and to any land lying in the bed of any public highway, public street, public road, public avenue or public access way in front of, at a side of or adjacent to the Fee Simple Parcel to the center line thereof, together with all right, title and interest of Grantor in and to any awards made, or to be made, in lieu thereof, and in and to any unpaid awards for damages thereto by reason of a change of grade of any such public highway, public street, public road, public avenue or public access way.

TOGETHER WITH, all right, title and interest, if any, of Grantor in any alleys, strips or gores of land adjoining and pertaining to the Fee Simple Parcel.

GRASSMERE III

Lying and being in the County of Davidson, State of Tennessee, and being more particularly described as follows:

> Being a parcel of land (the "Fee Simple Parcel") in the First Civil District, Davidson County, Tennessee, located in the northeasterly quadrant of the intersection of Trousdale Drive and Grassmere Park, being Lot No. 7 as shown on the plat of Resubdivision of Section Six, Grassmere, as of record in Book 7900 at Page 212, Register's Office of Davidson County, Tennessee.
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> Being the same property conveyed to AP Southeast Portfolio Partners, L.P. by Deed from Third National Bank, as Ancillary Trustee for Nations Bank of North Carolina, N.A. (formerly NCNB National Bank of North Carolina), as Trustee for the NCNB Real Estate Fund, of record in Book 9162, page 936, Register's Office of Davidson County, Tennessee.

TOGETHER WITH, all right, title and interest of Grantor in and to any easements, rights of way, licenses, interests, rights and appurtenances of any kind specifically relating to or appertaining to the Fee Simple Parcel and/or the improvements located thereon, including, but not limited to, all appurtenant right, title and interest of Grantor in and to any adjacent vaults or alleys, and any air, zoning or development rights appurtenant to the Fee Simple Parcel and/or the improvements located thereon.

TOGETHER WITH, all right, title and interest, if any, of Grantor in and to any land lying in the bed of any public highway, public street, public road, public avenue or public access way in front of, at a side of or adjacent to the Fee Simple Parcel to the center line thereof, together with all right, title and interest of Grantor in and to any awards made, or to be made, in lieu thereof, and in and to any unpaid awards for damages thereto by reason of a change of grade of any such public highway, public street, public road, public avenue or public access way.

TOGETHER WITH, all right, title and interest, if any, of Grantor in any alleys, strips or gores of land adjoining and pertaining to the Fee Simple Parcel.

TOGETHER WITH, a non-exclusive, perpetual easement for purposes of ingress and egress as set forth on Exhibit C on that certain Special Warranty Deed recorded in Book 9162, page 936, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. Taxes for the year of 2000, a lien, but not yet due and payable.

2. Declaration of Restrictive Covenants recorded in Book 6008, page 866, in the Register's Office, as amended by Amendment to Declaration of Restrictive Covenants recorded in Book 6280, page 524, as further amended by Second Amendment of Declaration of Restrictive Covenants at Instrument Number 200005310053960 and re-recorded at Instrument Number 200006090059113.

3. Storm Water Detention Agreement recorded in Book 6691, page 296, in said Register's Office.

4. Subject to all matters shown on the Plan of record in Book 5200, page 596 (Grassmere I only).

5. Subject to all matters shown on the Plan of record in Book 6200, page 77 (Grassmere II only).

6. Subject to all matters shown on the Plan of record in Book 7900, page 212, Register's Office for Davidson County, Tennessee (Grassmere III only).

7. Matters shown on Survey of Barge, Waggoner, Sumner & Cannon, dated April 5, 2000, on Sheet 1 of 2 and dated April 4, 2000 on Sheet 2 of 2, last revised May 26, 2000.

8. Rights of adjacent property owner to use an ingress and egress easement 30 feet wide set out on the plat recorded in Book 7900, page 212, in said Register's Office (Grassmere III only).

9. Easements for signage, landscaping, ingress and egress reserved and easements for ingress and egress granted and obligations including, without limitation, indemnity, maintenance, repair and payment obligations set forth in that certain Special Warranty Deed recorded in Book 9162, page 936, in the Register's Office, all as more fully set forth in Exhibit C of said Special Warranty Deed (Grassmere III only).