File 35
CTIC

SPECIAL WARRANTY DEED

FROM: LBP Grassmere, LLC

TO: DV Nashville, LLC

This instrument was prepared by:
Jonathan E. Newman, Esq.
Lord Baltimore Properties
1 North Charles Street, Suite 1400
Baltimore, Maryland 21201

Address of New Owner:

DV Nashville, LLC
3740 Beach Boulevard,
Suite 300
Jacksonville, FL 32207
Attention: Jack C. Demetree, Jr.

Name and Address of Entity Responsible for the Payment of Real Property Taxes:

DV Nashville, LLC
3740 Beach Boulevard,
Suite 300
Jacksonville, FL 32207
Attn: Jack C. Demetree, Jr.

Map-Parcel Numbers
Part of Map-Parcel 133 – 127

Davidson County DEEDWARR
Recvd: 06/18/01 14:24 8pgs
Fees:35.00 Taxes:7858.46
20010618-0064315

STATE OF Tennessee
CITY/COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is Two Million One Hundred Twenty-Three Thousand Nine Hundred Seven Dollars and Fifty Cents ($2,123,907.50)

Joseph Bruno
Affiant

SUBSCRIBED AND SWORN TO before me, this the 18 TH day of JUNE, 2001.

IVA J. PARKER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: 1-26-05

FOR AND IN CONSIDERATION OF the sum of Two Million One Hundred Twenty-Three Thousand Nine Hundred Seven Dollars and Fifty Cents ($2,123,907.50), the receipt and sufficiency of which are hereby acknowledged, LBP Grassmere, LLC, a Delaware limited

liability corporation ("Grantor") has bargained and sold, in fee simple and with SPECIAL WARRANTY, and by these presents does hereby transfer and convey unto DV Nashville, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, that certain unimproved tract or parcel of land in Davidson County, State of Tennessee, consisting of 7.5 acres, more or less, located at Grassmere Park Drive and Trousdale Drive, Nashville, Tennessee, and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

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

This property conveyance is made on an "as is" basis, and is expressly made subject to those matters more specifically set forth on Exhibit "B", attached hereto and incorporated herein by this reference. Notwithstanding the foregoing sentence, Grantor does 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. Grantor specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and the suitability of the Property, for any and all activities and uses which Grantee may elect to conduct thereon, any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same, and the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the 18TH day of June, 2001:

GRANTOR:
LBP Grassmere, LLC
By: LBP Nashville, Inc., its sole member

By: Alan E. Kerry

Name: Alan E. Kerry

Title: President

STATE OF MARYLAND
COUNTY OF BALTIMORE, TO WIT:

On this 4th day of June, 2001, before me, the undersigned, personally appeared ALAN E. KERRY, known to me to be the President of LBP Nashville, Inc. the sole member of LBP Grassmere, LLC, and acknowledged that he freely executed the same as his free act and deed and the free act and deed of the foregoing grantor for the purposes therein contained.

Notary Public: Monica Conaway

My Commission Expires: 8-1-02

NOTARIAL SEAL

EXHIBIT A

(LEGAL DESCRIPTION)

ADDRESS OF SURVEYOR:
BARGE WAGGONER SUMNER & CANNON, INC.
211 COMMERCE STREET, SUITE 600
NASHVILLE, TN 37201

MAP 133, PART OF PARCEL 127

Being a parcel of land in Nashville, First Civil District, Twenty-sixth Councilmanic District, Davidson County, Tennessee located in the southeasterly quadrant of the northerly intersection of Trousdale Drive and Grassmere Park and being more particularly described as follows:

BEGINNING, at a P.K. Spike in the easterly right-of-way line of Trousdale Drive, said point being N 39° 27' 00" E, 744.91 feet from the southerly centerline of Grassmere Park;

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

N 39° 27' 00" E, 176.26 feet to an existing pin;

With a curve to the left 265.11 feet to an iron pin; said curve having a central angle of 06° 36' 27", a radius of 2,298.85 feet, a tangent of 132.70 feet and a chord of N 36° 08' 47" E, 264.96 feet;

With a curve to the right 48.35 feet to a concrete monument in the southerly right-of-way line of Grassmere Park, said curve having a central angle of 92° 20' 51", a radius of 30.00 feet, a tangent 31.26 feet and a chord of N 79° 00' 59" E, 43.29 feet;

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

S 55° 02' 02" E, 181.04 feet to an iron pin;

With a curve to the left 246.03 feet to an iron pin, said curve having a central angle of 22° 18' 07", a radius of 632.08 feet, a tangent of 124.59 feet and a chord of S 66° 09' 58" E, 244.48 feet;

S 77° 20' 59" E, 50.00 feet to an iron pin;

With a curve to the right 296.39 feet to a concrete monument, said curve having a central angle of 77° 29' 59", a radius of 219.12 feet, a tangent of 175.86 feet and a chord of S 38° 35' 59" E, 274.30 feet;

THENCE, with the westerly right-of-way line of said Grassmere Park S 00° 09' 00" W, 10.63 feet to an iron pin in the centerline of a sewer line;

THENCE, leaving said Grassmere Park with centerline of said sewer line, S 86° 42' 42" W,

32.15 feet to a paint mark on top of a manhole;

S 48° 34' 57" W, 246.95 feet to an iron pin;

THENCE, leaving said sewer line, S 79° 46' 35" W, 270.42 feet to an iron pin in the easterly boundary of Lot No. 7, shown on the resubdivision of Section Six, Grassmere, of record in Book 7900, Page 212, R.O.D.C.;

THENCE, with said boundary of Lot No. 7 in a northwesterly direction the following calls:

With a curve to the left 138.33 feet to an iron pin, said curve having a central angle of 49° 13' 38", a radius of 161.00 feet, a tangent of 73.76 feet, and a chord of N 34° 50' 13" W, 134.11 feet;

N 59° 27' 00" W, 180.00 feet to an iron pin;

N 86° 23' 20" W, 90.50 feet to a P.K. Spike;

With a curve to the left 98.46 feet to a P.K. Spike, said curve having a central angle of 29° 22' 59", a radius of 192.00 feet, a tangent of 50.34 feet and a chord of N 44° 45' 31" W, 97.39 feet;

N 59° 27' 00" W, 33.37 feet to the point of beginning;

Containing 326,755 square feet or 7.50 acres, more or less.

Being part of the same property conveyed to LBP Grassmere, LLC, a Delaware Limited Liability Company, by Quitclaim Deed from W. Fred Williams, Trustee of Record as Instrument No. 200007060067259 and by Special Warranty Deed of record as Instrument No. 200007060067260, Register's Office for Davidson County, Tennessee.

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT B

(PERMITTED EXCEPTIONS)

1. Taxes for the year of 2001, 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 as Instrument No. 200005310053960 and re-recorded as Instrument No. 200006090059113, Register's Office for Davidson County, Tennessee.

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

4. Matters shown on the Plat of Record in Book 7900, Page 212, Register's Office for Davidson County, Tennessee, as follows:

   (a) 60 foot drainage easement;
   (b) 20 foot sanitary sewer easement;
   (c) 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.

5. Survey of Barge, Waggoner, Sumner & Cannon, Inc., dated June 4, 2001, shows the following matters:

   (a) 40 foot drainage easement;
   (b) 50 foot minimum building setback line from Grassmere Park and Trousdale Drive;
   (c) 25 foot minimum building setback line from other lines;
   (d) 20 foot utility easements;
   (e) 20 foot sanitary sewer easement;
   (f) 60 foot drainage easement;
   (g) Nashville Electric Service easement;
   (h) 30 foot ingress - egress easement.

6. Easements for ingress and egress reserved and easements for ingress and egress granted (all such ingress and egress relating to the 30 foot ingress – egress easement referred to in item 5(h) above) 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.

7. **DECLARATION OF EASEMENT, AMENDMENT OF EASEMENT, AND SURRENDER, TERMINATION AND LIMITATION ON USE OF EASEMENTS,** dated June 18, 2001, and recorded prior to the Special Warranty Deed from LBP Grassmere, LLC, to DV Nashville, LLC.

EXHIBIT "A"
SURVEYOR'S DESCRIPTION
MAP 133, PART OF PARCEL 127

Being part of a parcel of land in Nashville, First Civil District, Twenty-sixth Councilmanic District, Davidson County, Tennessee located in the southeasterly quadrant of the northerly intersection of Trousdale Drive and Grassmere Park and being more particularly described as follows:

BEGINNING, at a P.K. Spike in the easterly right-of-way line of Trousdale Drive, said point being N 39° 27' 00" E, 744.91 feet from the southerly centerline of Grassmere Park;

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

N 39° 27' 00" E, 176.26 feet to an existing pin;

With a curve to the left 265.11 feet to an iron pin said curve having a central angle of 06° 36' 27", a radius of 2,298.85 feet, a tangent of 132.70 feet and a chord of N 36° 08' 47" E, 264.96 feet;

With a curve to the right 48.35 feet to a concrete monument in the southerly right-of-way line of Grassmere Park, said curve having a central angle of 92° 20' 51", a radius of 30.00 feet, a tangent 31.26 feet and a chord of N 79° 00' 59" E, 43.29 feet;

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

S 55° 02' 02" E, 181.04 feet to an iron pin;

With a curve to the left 246.03 feet to an iron pin, said curve having a central angle of 22° 18' 07", a radius of 632.08 feet, a tangent of 124.59 feet and a chord of S 66° 09' 58" E, 244.48 feet;

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S 38° 35' 59" E, 274.30 feet;

THENCE, with the westerly right-of-way line of said Grassmere Park S 00° 09' 00" W, 10.63 feet to an iron pin in the centerline of a sewer line;

THENCE, leaving said Grassmere Park with centerline of said sewer line, S 86° 42' 42" W, 32.15 feet to a paint mark on top of a manhole;

EXHIBIT "A"
CONTINUED

S 48° 34' 57" W, 246.95 feet to an iron pin;

THENCE, leaving said sewer line, S 79° 46' 35" W, 270.42 feet to an iron pin in the easterly boundary of Lot No. 7, shown on the resubdivision of Section Six, Grassmere, of record in Book 7900, Page 212, R.O.D.C.;

THENCE, with said boundary of Lot No. 7 in a northwesterly direction the following calls:

With a curve to the left 138.33 feet to an iron pin, said curve having a central angle of 49° 13' 38", a radius of 161.00 feet, a tangent of 73.76 feet, and a chord of N 34° 50' 13" W, 134.11 feet;

N 59° 27' 00" W, 180.00 feet to an iron pin;

N 86° 23' 20" W, 90.50 feet to a P.K. Spike;

With a curve to the left 98.46 feet to a P.K. Spike, said curve having a central angle of 29° 22' 59", a radius of 192.00 feet, a tangent of 50.34 feet and a chord of N 44° 45' 31" W, 97.39 feet;

N 59° 27' 00" W, 33.37 feet to the point of beginning;

Containing 326,755 square feet or 7.50 acres, more or less.

Being the same property conveyed to DV Nashville, LLC, a Tennessee limited liability company, by deed from LBP Grassmere, LLC, a Delaware limited liability company, of record as Instrument No. _____, Register's Office for Davidson County, Tennessee.

Together with appurtenant 30-foot ingress and egress easements as shown on plan of record in Book 7900, page 212, Register's Office for Davidson County, Tennessee.

Together with a non-exclusive appurtenant easement of enjoyment in and to the Common Property, as defined in and established by 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 as Instrument No. 200005310053960 and re-recorded as Instrument No. 200006090059113, Register's Office for Davidson County, Tennessee.