(1)

Box 36

This Instrument Prepared By:
John M. Bryant, Jr., Esq.
Baker, Donelson, Bearman & Caldwell, P.C.
211 Commerce Street, Suite 1000
Nashville, Tennessee 37201

Davidson County DEEDWARR
Recvd: 12/17/01 09:04 5pgs
Fees:28.00 Taxes:2553.00
20011217-0138710

ADDRESS NEW OWNER:
Belle Parke, LLC
11841 Mason-Montgomery Road
Suite A
Cincinnati, OH 45249

SEND TAX BILLS TO:
Same

MAP-PARCEL
Part of Map 162
Parcel 141

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $690,000.00.

Affiant

Subscribed and sworn to before me, this the 12th day of December, 2001.

Notary Public

My Commission Expires: _____

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Mill Creek Associates, G.P.**, a Georgia general partnership, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto **Belle Parke, LLC**, an Ohio limited liability company, hereinafter called "GRANTEE", its successors and assigns, certain real property in Nashville, Davidson County, State of Tennessee, described as follows (the "Property"):

(SEE **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN)

The Property is transferred subject to the limitations, restrictions, and encumbrances set forth on **Exhibit "B"**.

This is unimproved property located on Bell Road, Antioch, Tennessee 37013.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors, assigns and representative, 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 the GRANTOR, but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

By its acceptance and recording of this deed, GRANTEE covenants and agrees that, if at any time within five (5) years after the date of this deed, a site plan (or other development plan) for the Property depicting more ninety-two (92) residential units is approved by any governmental entity, GRANTEE shall immediately notify GRANTOR and shall pay to GRANTOR $7,500.00 for each approved unit above ninety-two (92) within ten (10) days of the date of approval of such site plan. GRANTOR shall give written notice to GRANTEE of all site or development plan submissions relating to the Property and the status thereof.

GRANTOR hereby reserves for itself, and its successors and assigns, a landscape buffer easement, twenty (20) feet in width, as described on the attached **Exhibit "C"** (the "Easement Area"), for the benefit of the adjoining property retained by Seller, to be known as Lots 2 and 3 of the Final Plat of Mill Creek Village, upon recordation of such plat. GRANTOR shall be obligated to landscape and maintain the Easement Area at its expense, pursuant to the requirements of Metropolitan Code § 17.24.240 relating to landscape bufferyards. GRANTOR's easement rights in and to the Easement Area shall include the right of access over and across the Easement Area and the Property as may be reasonably necessary to perform GRANTOR's obligations hereunder. Such easement rights and obligations shall run with the land, and be binding upon GRANTOR and GRANTEE, and their successors and assigns.

WITNESS its hand this the 12th day of December, 2001.

Mill Creek Associates, G.P., a Georgia general partnership

By: Mill Creek Management Associates, L.L.C., a Georgia limited liability company Its Managing General Partner and General Partner

By: _____
George B. Tomlin
Its Sole Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared George B. Tomlin, 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 Sole Member of Mill Creek Management Associates, L.L.C., a Georgia limited liability company, as managing general partner and general partner of Mill Creek Associates, G.P., a Georgia general partnership, the within named bargainor, and that he as such Sole Member, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Sole Member in the capacity aforesaid.

WITNESS my hand and seal at office, on this the 12th day of December, 2001.

_____
Notary Public

My Commission Expires: 11/27/04

MARILYN HYDE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires NOV 27 2004

EXHIBIT "A"

Being a tract of land in the central portion of Davidson County, lying in the 31st Councilmanic District of Nashville, Tennessee. Bounded on the north by The Saxony Apartments, L.P. as recorded in Deed Book 9324, Page 421 Registers Office Davidson County (RODC) also on the north by Timberlake Apartments Associates as recorded in Deed Book 6442, Page 561 RODC, on the east by Charles B. Thomas as recorded in Deed Book 1025, Page 405 RODC, and by Charles C. Morrow as recorded in Deed Book 4324, Page 457 RODC, South & East by Bell Road, L.P. as recorded in Deed Book 9522, Page 946 RODC, on the south existing Right-of-Way (ROW) of Bell Road, on the west by Brittany Park as recorded in Plat Book 7900, Page 998. Tract being described as follows:

POINT OF COMMENCMENT being the centerline intersection of Bell Road & Blue Hole Road; thence North 37 deg. 58 min. 40 sec. West 89.80 feet to a point being the southwest ROW return on the northerly ROW margin of Bell Road at the northwest corner at the intersection of Bell Road and Blue Hole Road; thence with said existing ROW North 74 deg. 56 min. 42 sec. West 446.63 feet to a point; thence continuing North 76 deg. 05 min. 27 sec. West 427.36 feet to the TRUE POINT OF BEGINNING being a set point on the northerly ROW margin of Bell Road; thence with said ROW North 76 deg. 05 min.. 27 sec. West 172.76 feet to a set point; thence continuing North 74 deg. 56 min. 42 sec. West 194.75 feet to a found iron rod, lying in the common line of Brittany Park as previously mentioned; thence leaving said ROW, and running with said common line North 8 deg. 21 min. 27 sec. East 241.08 feet to a set point; thence North 12 deg. 33 min. 27 sec. East 68.89 feet to a set point; thence North 19 deg. 45 min. 19 sec. East 485.10 feet to a found iron rod, lying on the common line of The Saxony Apartments as previously mentioned; thence with said common line South 85 deg. 47 min. 49 sec. East 489.40 feet to a found iron rod; thence with the common line of Timberlake Apartments Associates as previously mentioned, South 85 deg. 27 min. 50 sec. East 456.58 feet to a found iron rod in the common line of Charles B. Thomas as previously mentioned; thence with said common line South 8 deg. 30 min. 31 sec. West 169.42 feet to a found fence post; thence continuing with said common line South 10 deg. 57 min. 33 sec. West 81.66 feet to a set point; thence North 80 deg. 18 min. 28 sec. West 217.50 feet to a set point; thence South 83 deg. 02 min. 06 sec. West 246.26 feet to a set point; thence South 13 deg. 35 min. 01 sec. West 376.22 feet to a set point; thence North 75 deg. 36 min. 14 sec. West 162.57 feet to a set point; thence South 14 deg. 34 min. 20 sec. West 223.39 feet to the true point of beginning.

Containing 522,468 square feet or 11.99 acres, as shown by survey made by Littlejohn Engineering Associates, Inc., Robert M. Searson, Registered Land Surveyor, Tennessee License No. 1666, 1935 21st Avenue South, Nashville, Tennessee, dated July 30, 2001, last revised November 14, 2001, bearing Job No. 21118.

Being part of the same property conveyed to Mill Creek Associates, G.P., a Georgia general Partnership, by deed from Bell Road, L. P., a Tennessee limited partnership, of record in Instrument No. 20011116-0125962, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Davidson County Taxes for the year 2002 and subsequent years.

2. Easement for construction and maintenance of drainage facility of record in Book 7838, page 934, Register's Office for Davidson County, Tennessee.

3. Matters shown on survey prepared by Robert M. Searson, R.L.S. No. 1666, Littlejohn Engineering Associates, Inc., Nashville, Tennessee, dated July 30, 2001, last revised November 14, 2001.

EXHIBIT "C"

20' LANDSCAPE BUFFER EASEMENT

Being a 20 feet Landscape Buffer running, over & across the lands of Bell Road, L.P. as recorded in Deed Book 9522, Page 946, Register's Office Davidson County (RODC), lying in the central portion of Davidson County, also being in the 31st Councilmanic District of Nashville, Tennessee. Bounded on the north, south & east by Bell Road L.P. in the previously mentioned recording, also on the east by Charles C. Morrow as recorded in Deed Book 4324, Page 457 RODC, also on the south by existing Right-of-Way (ROW) of Bell Road (ROW varies). Easement being described as follows:

POINT OF COMMENCMENT being the centerline intersection of Blue Hole Road and Bell Road; thence leaving said centerline North 71°42'40" West 957.20 feet to a point approximately 9.0 feet north of the existing ROW of Bell Road, also being the TRUE POINT OF BEGINNING; thence along centerline of a 20 feet Landscape Buffer Easement lying 10 feet on both sides, North 14°34'20" East 233.47 feet to a point; thence South 75°36'14" East 162.40 feet to a point; thence North 13°35'01" East 373.01 to a point thence North 83°02'06" East 254.65 feet to a point; thence South 80°18'28" East 219.19 the point of terminus, being a point in the common line of Bell Road, L.P. and Charles C. Morrow as previously mentioned.

Containing 24,854 square feet or 0.57 acres.