Davidson County DEEDWARR
Recvd: 09/05/02 16:15 6pgs
Fees:33.00 Taxes:88800.00

20020905-0107891

Mail after recording to: Andrew E. Skopp, Esq.
Gallagher, Evelius & Jones LLP
218 N. Charles Street
Baltimore, Maryland 21201

This instrument was prepared by Charles L. Fulton of Manning, Fulton & Skinner, P.A. T20737
500 UCB Plaza
3605 Glenwood Avenue
Raleigh, North Carolina 27612

SPECIAL WARRANTY DEED

Address New Owner/ Responsible Taxpayer	Send Tax Bills to:	Map-Parcel #
Dunhill Owners LLC Park Charles, Suite 220 Baltimore, Maryland 21201	**Dunhill Owners LLC** 2700 Cumberland Parkway, Suite 310 Atlanta, Georgia 30339	~~Portion of Parcel 7~~ Map 128-4-A Parcels 9, 10 and 11

FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, **SOUTH ATLANTIC INCOME PROPERTIES OF TENNESSEE LLC**, a North Carolina limited liability company ("Grantor") has this day bargained and sold, and does hereby transfer and convey unto **DUNHILL OWNERS LLC,** a Delaware limited liability company, ("Grantee"), certain real property in Davidson County, Tennessee, described on **Exhibit A** attached hereto and made a part hereof.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 9387, page 818, Register's Office for Davidson County, Tennessee, and by instrument recorded in Book 20020829, page 0104688, Register's Office for Davidson County, Tennessee.

336242/11009/T20737/clf{7/29/02, rv 8/19/02, rv 8/27/02, 8/29/02}

This is improved property known as:

512 Old Hickory Boulevard
Nashville, Tennessee

TO HAVE AND TO HOLD the said real property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns forever, in fee simple.

Grantor covenants that it is lawfully seized in fee simple of the real property, that it has a good and lawful right to sell and convey the real property, and that the real property is free and clear and unencumbered with the exception of the matters set forth on **Exhibit B** attached.

Grantor covenants and binds themselves and their representatives and successors to warrant specifically and forever defend the title to said real estate to Grantee, its successors and assigns, against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the matters set forth on **Exhibit B**), but not further or otherwise.

IN WITNESS WHEREOF, the Grantor executed this instrument on this 5th day of Sept., 2002.

SOUTH ATLANTIC INCOME PROPERTIES OF TENNESSEE, LLC

By: _____
Its Authorized Manager

336242/11009/T20737/clf{7/29/02, rv 8/19/02, rv 8/27/02}

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

Before me, a Notary Public of the State and County aforesaid, personally appeared E. Stephen Stroud, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Manager of South Atlantic Income Properties of Tennessee LLC, the within-named bargainor, a North Carolina limited liability company, and that he as such Manager, being 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 Manager.

Witness my hand and official stamp/seal, at office in Raleigh, North Carolina, this the 5th day of September, 2002.

Alma S Naylor
Notary Public
My Commission expires: 2/7/2005

ALMA S. NAYLOR NOTARY ★★★ PUBLIC My Comm. Exp 2-7-2005 SAMPSON COUNTY, N.C.

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I hereby swear or affirm that the actual consideration or true value (whichever is greater) for this transfer is $24,000,000.00.

E. Stephen Stroud, Affiant

Subscribed and sworn to before me, this 5th day of September, 2002.

ALMA S. NAYLOR NOTARY ★★★ PUBLIC My Comm. Exp 2-7-2005 SAMPSON COUNTY, N.C.

Alma S Naylor
Notary Public

My commission expires: 2/7/2005

336242/11009/T20737/clf{7/29/02, rv 8/19/02, rv 8/27/02}

PARCEL 1:

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being "Phase II and Phase III, The Lexington", not of record as of this date, prepared by Ragan-Smith Associates, Inc. dated May 2, 1995, and being more particularly described as follows:

Commencing at a iron pin in the easterly right-of-way line of Old Hickory Boulevard (right-of-way varies), said pin being the southwest property corner of the Ada Wells property as evidenced in Deed Book 3788, Page 195, R.O.D.C., Tennessee, said pin also being situated 1,565 feet, more or less, from the south right-of-way line of Tolbert Road, as measured along the easterly right-of-way line of Old Hickory Boulevard; thence, with the southern line of the Ada Wells Property, S 85°00'13" E, 261.16 feet to a iron pin; thence, S 01°38'04" E, 95.89 feet to a iron pin; thence, S 89°53'53" E, 340.00 feet to the true Point Of Beginning of the herein described tract; thence,

1. Continuing with the south line of the aforementioned Ada Wells property, S 89°53'53" E, a distance of 187.79 feet to a iron pin (old); thence,

2. N 86°48'26" E, a distance of 424.35 feet to a iron pin (old) in the southeast corner of Dorothy I. Tolbert as recorded in Deed Book 7744, Page 10, R.O.D.C., Tennessee; thence,

3. With the east property line of Dorothy I. Tolbert, N 01°30'19" E, a distance of 318.33 feet to a iron pin (old); thence,

4. N 01°06'16" W, a distance of 335.06 feet to a iron pin (old) in the south property line of the James C. Tolbert, Sr. property as recorded in Will Book 115, Page 108, R.O.D.C., Tennessee; thence,

5. With the south property line of the James C. Tolbert, Sr. property, N 87°26'37" E, a distance of 590.00 feet to a iron pin (new) at the northeast corner of Phase III of "The Lexington", not of record as of this date; thence,

6. Severing the lands of Nandi Hill Associates of record in Book 7321, Page 35, R.O.D.C., Tennessee, and with the east line of the proposed Phase III, S 02°33'23" E, a distance of 1140.00 feet to a iron pin (new); thence,

7. S 18°30'21" W, a distance of 878.00 feet to a iron pin (new); thence,

8. S 54°54'11" W, a distance of 420.00 feet to a iron pin (new); thence.

9. S 89°15'59" W, passing through the common line between Nandi Hill Associates and Phase VI of "The Lexington", not of record as of this date, at a distance of 337.93 feet, for a total distance of 563.00 feet to a iron pin (new); thence.

10. S 89°15'59" W, passing the northeast corner of the Alice Ann Anderson property as recorded in Deed Book 9387, Page 818, R.O.D.C., Tennessee, at a distance of 384.90 feet, and continuing for a total distance of 639.99 feet to a iron pin (old), said pin being the southeast corner of "Lot 1, The Lexington" as recorded in Plat Book 7900, Page 895, R.O.D.C., Tennessee; thence.

11. With the easterly line of "Lot 1, The Lexington", N 00°44'01" W, a distance of 373.00 feet to a iron pin (old); thence.

12. N 89°15'59" E, a distance of 234.00 feet to a iron pin (old); thence.

13. N 00°44'01" W, passing through a iron pin (new) at a distance of 57.41 feet; said pin being the southeast terminus of the Private Drive "B" as recorded in Deed Book 9530, Page 388, R.O.D.C., Tennessee, passing through another iron pin (new) at a distance of 129.79 feet; said pin the northeast terminus of the aforementioned Private Drive "B", passing through another iron pin (new) at a distance of 229.80 feet; said pin being the northeast corner of "Lot 2, The Lexington" as recorded in Plat Book 7900, Page 895, R.O.D.C., Tennessee, and continuing 292.20 feet for a total distance of 522.00 feet to a iron pin (old); thence,

14. Continuing with the east line of Lot 1, The Lexington, N 40°32'36" E, a distance of 536.36 feet to a iron pin (new); thence.

15. N 00°06'07" E, a distance of 220.00 feet to the Point of Beginning containing 2,552,300 square feet of 58.593 acres, more or less as calculated by the above courses which were determined within the precision requirements of an "ALTA/SCMS Land Title Survey of 1992".

BEING the same property conveyed to E. Stephen Stroud, by Deed of Record in Book 10194, page 97, Register's Office for Davidson County, Tennessee.

TOGETHER with non-exclusive easements for ingress and egress and as shown on plat of record in Plat Book 7900, page 895 and as described in Book 9530, page 388.

TOGETHER with easement(s) appurtenant thereto as set forth in Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement Agreement recorded in Book 10268, page 418, and Sign Easement Agreement of record in Book 10300, page 584, in said Register's Office.

PARCEL 2:

Being Lot No. 2 on the Plan of Final Plat, Phase One, The Lexington of record in Plat Book 7900, page 895, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

EXHIBIT B

1. Taxes for 2002, a lien which are not yet due and payable.

2. Declaration of Restrictive Covenants of record in Book 6354, page 973, said Register's Office.

3. Declaration of Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement of record in Book 10268, page 418, said Register's Office.

4. Easement for electric power transmission and distribution lines of record in Book 3762, page 350, said Register's Office.

5. Asphalt Encroachment from Private Drive "B" on Lot 1, Phase I, The Lexington.

6. Easement and maintenance Agreement of record in Book 9530, page 388, said Register's Office.

7. Sign Easement Agreement of record in Book 10300, page 584, said Register's Office.

8. Storm Water Detention Agreement of record in Book 10415, page 921, said Register's Office.

9. Storm Water Detention Agreement of record in Book 9464, page 676, Register's Office for Davidson County, Tennessee.