Bk 36

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Davidson County DEEDWARR
Recvd: 09/20/02 12:40 5pgs
Fees:28.00 Taxes:1372.70
20020920-0114884

Prepared by and return to:
Jennifer M. Dick, Esq.
Gottlieb & Smith
P.O. Box 51
Columbia, SC 29202
(803)765-9291

New Owner's Address	Send Tax Bills to:	Tax Parcel No.
Jackson Downs (E&A), LLC 1901 Main Street, Suite 900 Columbia, SC 29201 Attn: Jodie W. McLean	Same	Map Number: 85 Parcel: 93

GENERAL WARRANTY DEED

THIS INDENTURE, made this 19th day of September, 2002 between MATHEWS INVESTMENTS, INC., successor by name change to Mathews Partners, Inc., a Tennessee corporation ("Grantor") and JACKSON DOWNS (E&A), LLC ("Grantee").

WITNESSETH: That the said Grantor for and in consideration of Ten Dollars ($10.00) to Grantee in hand paid by the said Grantee, the receipt of which is hereby acknowledged, hereby does grant, bargain, sell, and release unto the said Grantee, its successors and assigns, forever the certain tract of lands situated and being in the County of Davidson, State of Tennessee described in **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular, the rights, members, hereditaments, easements and appurtenances to the said premises belonging or in anywise incident or appertaining.

TOGETHER WITH the Grantor's rights as "Approving Party" for the "Mathews Tract" and the Grantor's "Sign 3" signage rights, as those terms are defined in the Operation and Easement Agreement by and among Dayton Hudson Corporation, a Minnesota corporation,

Mathews Partners, Inc., a Tennessee corporation, and Jackson Downs, L.P., a Georgia limited partnership, dated November 10, 1995, of record in Book 9857, page 151, as amended.

TO HAVE AND TO HOLD, the aforesaid land, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining to the said Grantor, its successors and assigns forever; and the said Grantor for Grantee's successors or assigns does covenant and agree that Grantor is lawfully seized in fee of the aforesaid premises; that the same is free of all encumbrances except those listed on **Exhibit B** (the "Permitted Exceptions"); that Grantor has good right to sell and convey the same to Grantee as aforesaid; and that Grantor will warrant and forever defend the title to the before granted land and premises against all lawful claims whatsoever.

IN WITNESS WHEREOF, the said parties have hereto set their hands and affixed their seals, the day and year above written.

MATHEWS INVESTMENTS, INC.,
successor by name change to Mathews
Partners, Inc., a Tennessee corporation

By: R. C. Mathews

Print Name: Robert C. H. Mathews III

Title: Vice President

STATE OF Tennessee
COUNTY OF Davidson

Before me, _____ of the State and County aforesaid, personally appeared Robert C. H. Mathews III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/~~herself~~ to be Vice President of MATHEWS INVESTMENTS, INC., successor by name change to Mathews Partners, Inc., a Tennessee corporation, the within named bargainor, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at the office in Nashville, Tennessee this 19th day of September, 2002.

Patsy D. Welch

Notary Public

PATSY D. WELCH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires:

7/30/05

My Commission Expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 371,000.00 .

Affiant

Sworn to and subscribed before me this 19th day of September, 2002.

Notary Public

My commission expires: _____

JUNE E. ROWELL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
JUNE E. ROWELL
My Commission Expires
JULY 29, 2006
STATE OF TENNESSEE

EXHIBIT A

Lot 6 Description

Land in Davidson County, Tennessee, being Lot No. 6 as shown on Resubdivision of Lots 6 and 7 of Jackson Downs Commercial of record in Book 8250, page 924, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

TOGETHER WITH all rights, benefits and interests appurtenant to said property under or pursuant to that certain Operation and Easement Agreement by and among Dayton Hudson Corporation, a Minnesota corporation, Mathews Partners, Inc., a Tennessee corporation, and Jackson Downs, L.P., a Georgia limited partnership, dated November 10, 1995, of record in Book 9857, page 151, as amended in First Amendment to Operation and Easement Agreement of record in Book 10841, page 648, and by Second Amendment to Operation and Easement Agreement of record in Book 10908, page 773, by Third Amendment to Operation and Easement Agreement of record as Instrument No. 200007050066702, Register's Office for Davidson County, Tennessee, and by Fourth Amendment to Operation and Easement Agreement of record as Instrument No. 20020920-0114881, Register's Office for Davidson County, Tennessee (collectively, the "OEA");

TOGETHER WITH all rights, benefits and interests appurtenant to said property under or pursuant to that certain Declaration of Drainage Easements executed by Mathews Partners, Inc., a Tennessee corporation, as Declarant, dated November 10, 1995, of record in Book 9857, page 77, Register's Office for Davidson County, Tennessee.

TOGETHER WITH all rights, benefits and interests appurtenant to said property under or pursuant to that certain Cross Access Easement Agreement by and among Jackson Downs, L.P., a Georgia limited partnership, Mathews Partners, Inc., a Tennessee corporation, and Dayton Hudson Corporation, a Minnesota corporation, dated November 10, 1995 of record in Book 9857, page 116, Register's Office for Davidson County, Tennessee.

Said Lot No. 6 being a portion of the property conveyed to Mathews Partners, Inc. by Quitclaim Deed from RCM Interests, L.P., (formerly RCM Interests), a Tennessee limited partnership, of record in Book 9350, page 190, in the Register's Office for Davidson County, Tennessee. By Articles of Amendment to the Charter of Mathews Partners, Inc., of record as Instrument No. 200003130025621, and by Amended and Restated Charter of record as Instrument No. 20000925-0094904 in said Register's Office, the name of Mathews Partners, Inc., was changed to Mathews Investments, Inc.

EXHIBIT B

Permitted Exceptions

1. Matters shown on plat of Resubdivision Lots 6 and 7, Jackson Downs Commercial, of record in Book 8250, page 924, in the Register's Office for Davidson County, Tennessee. Additional matters as to easements shown on Final Plat Jackson Downs Commercial of record in Book 9700, page 526, in said Register's Office.
2. Declaration of Drainage Easements dated November 10, 1995, by Mathews Partners, Inc., of record in Book 9857, page 77, in the Register's Office for Davidson County, Tennessee.
3. Terms and conditions of Operation and Easement Agreement among Dayton Hudson Corporation, Mathews Partners, Inc. and Jackson Downs, L.P., of record in book 9857, page 151, in said Register's Office, as amended by First Amendment of record in Book 10841, page 648; Second Amendment of record in Book 10908, page 773, and Third Amendment of record as Instrument No. 200007050066702, in said Register's Office.
4. Terms and conditions of Cross Access Easement Agreement by and among Mathews Partners, Inc., Jackson Downs, L.P. and Dayton Hudson Corporation of record in Book 9857, page 116, in said Register's Office.
5. Deeds of Conveyance to Metropolitan Government for water mains and sewerage services of record in Book 8162, pages 884 and 889, in said Register's Office.
6. Agreements for Dedication of Easements for sanitary sewers and/or storm drainage of record in Book 4819, page 866, Book 8223, page 573, Book 9277, page 474, and Book 10005, page 251, in said Register's Office.