Davidson County DEEDWARR
Recvd: 08/12/03 16:02 7pgs
Fees:38.00 Taxes:64750.00
20030812-0115580

# Special Warranty Deed

| This Instrument Prepared By: | Send Tax Bills To: New Owner | Map Parcel No's.: |
|---|---|---|
| Ingram Yuzek Gainen Carroll & Bertolotti, LLP<br>250 Park Avenue<br>New York, New York 10177<br>Attn.: Samuel W. Ingram, Esq. | C/O<br>B & M Management Company, L.L.C.<br>P. O. Box 241402<br>Montgomery, AL 36124<br>Attn: Accounting Department | Map 85,<br>Parcels 77 & 79 |

**THIS INDENTURE**, made this 11th day of August, 2003, by and between **John H. Streicker, as Trustee of Trinet Trust, under a Trust Agreement** dated February 3, 1987 acting by and through its manager, Sentinel Realty Advisors Corporation, a Delaware corporation, party of the first part, and **Polo Park Apartments, L.L.C.**, an Alabama limited liability company, **Robinwood Apartments, L.L.C.**, an Alabama limited liability company and **Polo Park Exchange, L.L.C.**, a Tennessee limited liability company, party of the second part.

**WITNESSETH:** That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, and convey and confirm unto the said party of the second part, as tenants in common, the following described real estate, situated and being at 100 Jackson Downs Boulevard, Nashville, Tennessee 37214, in the County of Davidson, State of Tennessee, more fully described in Exhibit A, attached hereto and made a part hereof by this reference.

**TO HAVE AND TO HOLD** the aforesaid real estate, as tenants in common with Polo Park Apartments, L.L.C. having a 59.87% interest, Robinwood Apartments, L.L.C. having a 15.55% interest and Polo Park Exchange, L.L.C. having a 24.58% interest, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same to the party of the second part, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, or under them, but not further or otherwise, except as to those matters and exceptions set forth on Exhibit B attached hereto and made a part hereof by this reference.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one persons referred to and whenever pronouns occur herein, they shall be construed according

to their proper gender and number according to the context of this instrument.

This Deed is executed and made on behalf of the part of the first part by the Vice President of its Manager, not individually, but solely in its representative capacity, and none of the Trustee, the Manager, the shareholders, directors and officers of the Manager, or any beneficiary, employee or agent of the party of the first part shall be held to any personal liability, nor shall resort be had to their private property for the satisfaction of any claim against or obligation of the party of the first part in connection with this Deed, but only the property of the party of the first part shall be bound.

**IN WITNESS WHEREOF**, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

**John H. Streicker, as Trustee of the Trinet Trust under Trust Agreement dated February 3, 1987, and not individually**

By: Sentinel Realty Advisors Corporation, as Manager

By: _____
Name: Thomas C. Natios
Title: Vice President

State of New York )
County of New York ) ss:

On the 11th day of August in the year 2003 before me, the undersigned, personally appeared Thomas Rokos, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren Scialpi
Signature and Office of Individual Taking acknowledgement

My commission expires: 10/26/06

LAUREN NICOLE SCIALPI
Notary Public, State of New York
No. 01SC6015318
Qualified in New York County
Commission Expires Oct. 26, 2006

STATE OF NEW YORK, NEW YORK COUNTY)
I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $17,500,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

**PROPERTY ADDRESS:**
100 Jackson Downs Boulevard
Nashville, Tennessee 37214

Subscribed and sworn to before me this 11th day of August, 2003.

Lauren Scialpi
Notary Public

My commission expires 10/26/06

LAUREN NICOLE SCIALPI
Notary Public, State of New York
No. 01SC6015318
Qualified in New York County
Commission Expires Oct. 26, 2006

**EXHIBIT A**

Description of Premises

Phase 1A and 1B being all of Lot 1 of Jackson Downs per plat recorded in Book 6250, page 934, being more particularly described as follows:

PHASE 1A:

Being a tract of land in the First Civil District of Davidson County, Tennessee, located on Lebanon Pike near the Stones River and being more particularly described as follows:

Beginning at an iron pin in the southeasterly margin of Lebanon Pike, said iron being the northwest corner of Hospital Corporation of America Properties, Inc., property of record in Deed Book 5860, Page 912, R.O.D.C., Tennessee, and being S 44° 47' W, 388.60 feet, more or less, from the centerline extended of Downeymeade Drive;

Thence, with said margin of Lebanon Pike, N. 44° 47' E, 321.14 feet to the westerly margin of a proposed future road;

Thence, with said margin of proposed future road as follows;
S 45° 13' E, 128.50 feet; Southeasterly with a curve to the right 358.00 feet, said curve having a radius of 960.00 feet and a central angle of 21° 22'; S 23° 51' E, 223.75 feet; Southeasterly with a curve to the left 287.11 feet, said curve having a radius of 350.00 feet and a central angle of 47° 00';

Thence, S 27° 36' W, 580.00 feet;
Thence, S 32° 01' W, 195.00 feet;
Thence, S 10° 18' E, 205.00; feet
Thence, N 88° 30' W, 513.77 feet;
Thence, N. 58° 58' W, 90.00 feet to the easterly boundary of Donelson Hospital, Inc., property of record in Deed Book 4218, Page 822, R.O.D.C., Tennessee;

Thence, with said boundary of Donelson Hospital, Inc., property as follows:
N 31° 02' E, 215.00 feet; N 18° 19' E, 200.02 feet to a concrete monument at the southwest corner of H.C.A. property, of record in Deed Book 4706, Page 540, R.O.D.C. Tennessee;

Thence, with the boundary of said H.C.A. property as follows:
S 71° 41' E, 60.00 feet; N 18° 19' E, 250.00 feet to an iron pin; N 71° 41' W, 60.00 feet to a concrete monument;

Thence, N 18° 19' E, passing a concrete monument at 150.02 feet and continuing on, in all, 676.47 feet to an iron pin;

Thence, N 71° 41' W, 372.55 feet to the point of beginning.

Containing 15.63 acres, more or less.

Less and except therefrom the following described parcel known as Phase 1D Jackson Downs:

Being a tract of land in the First Civil District of Davidson County, Tennessee bounded on the west by the Hospital Corporation of America property, and on the north and east by the Jackson Downs, Ltd. property, and being part of the Jackson Downs, Ltd. property as described in Deed of record in Book 6819, Page 82, Register's Office for Davidson County, Tennessee, and being more particularly described and shown as Phase 1D on the plan of Jackson Downs, as prepared by Barge, Wagonner, Summer & Cannon (File No. 5166-13) as follows:

Beginning at a concrete monument on the common line between the Hospital Corporation of America property and the Jackson Downs, Ltd. property,

Thence, South 71° 41' East 60 feet to an iron pin;

Thence, South 18° 19' West 150.02 feet to an iron pin;

Thence, North 71° 41' West 60 feet to a concrete monument;

Thence, along the line of Hospital Corporation of America property North 18° 19' East 150.02 feet to a concrete monument, being the point of beginning.

Containing 0.207 acres, more or less, or 9,001 square feet.

PHASE 1B:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being Phase 1B as shown to the plan of Jackson Downs as of record in Book 6250, Page 934, R.O.D.C. and being more particularly described as follows:

BEGINNING at a point, this point being the southwest corner of Phase 1A, Jackson Downs, and being in the property line of the Hospital Corporation of America property;

THENCE, along the boundary of Phase 1A, Jackson Downs, the following two calls:

S 58° 58' E, 90.00 feet to a point;
S 88° 30' E, 513.77 feet to a point;

THENCE, along the boundary of Phase 1C, Jackson Downs, S 10° 18' E, 271.98 feet to a point;

THENCE, along the western margin of the Stones' River, the following three calls:

S 50° 53' W, 65.00 feet to a point;
S 26° 38' W, 75.00 feet to a point;
S 58° 33' W, 41.00 feet to a point;

THENCE, N 89° 17' W, 789.28 feet along the boundary of the State of Tennessee property to an iron pin;

THENCE, N 31° 02' E, 521.76 feet along the Hospital Corporation of America property to the point of beginning.

Containing 304,842 square feet, or 7.00 acres, more or less.

Being the same property conveyed to Trinet Trust, an Ohio Trust, acting by and through its manager, Security Capital Real Estate Corporation, a New York corporation by deed from Jackson Downs, Ltd., a Texas limited partnership, of record in Book 7379, Page 10, Register's Office for Davidson County, TN

## EXHIBIT B

Permitted Encumbrances

1. 2003 Metropolitan Government Taxes – a lien not yet due and payable.

2. All matters shown on the plan of record in Book 6250, Page 93, Office of the Davidson County Register.

3. Sanitary Sewer and/or storm drainage easement and any temporary construction easements of record in Book 4819, Page 866, said Register's Office.

4. Sewer line easement of record in Book 5001, Page 93, said Register's Office.

5. Overhead Line easement of record in Book 5848, Page 105, said Register's Office.

6. Right of way easement of record in Book 7152, Page 788, said Register's Office.

7. Sanitary sewer and or storm drainage easement and any temporary construction easements of record in Book 7825, page 106, said Register's Office.

8. Broadband Easement and Right of Entry Agreement, of record as Instrument No. 20001012-0101574, said Register's Office.

9. Agreement for Grant of Easement for Conservation Greenway, of record as Instrument No. 20020131-0013862, said Register's Office.

10. Restrictions contained in the deed of record in Book 6662, Page 219, said Register's Office.

11. Title to the portion of the property lying between the high and low water marks of the Stones River.