Davidson County DEEDWARR
Recvd: 08/19/05 14:00 7 pgs
Fees:38.00 Taxes:99298.75
20050819-0099137

SPECIAL WARRANTY DEED

GRANTOR: DUNHILL OWNERS LLC

GRANTEE: HG LEXINGTON, LLC and LEXINGTON GARDENS ASSOCIATES, LLC

This Instrument Prepared By:	New Owner and Send Tax Bills:	Map Parcel No.:
Martha L. Hylton Gallagher Evelius & Jones LLP 218 N. Charles Street, Suite 400 Baltimore, Maryland 21201	HG Lexington, LLC and Lexington Gardens Associates, LLC 999 Waterside Drive, Suite 2300 Norfolk, Virginia 23510 Attn: T. Richard Litton, Jr.	Tax ID# 128–4–A/9, 10 and 11 Property Address: 512 Old Hickory Blvd. Nashville, TN 37209

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FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by **HG LEXINGTON, LLC,** a Virginia limited liability company ("HG") and **LEXINGTON GARDENS ASSOCIATES, LLC**, a Delaware limited liability company ("Gardens"), collectively, GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, **DUNHILL OWNERS LLC,** a Delaware limited liability company, GRANTOR, does hereby bargain, sell and convey to HG an undivided 25% interest and Gardens an undivided 75% interest, as tenants in common, their successors and assigns the following described parcel of real estate located in Davidson County, Tennessee, more fully described in Exhibit A, attached hereto and made a part hereof by this reference.

Being the same property conveyed to Grantor by Deed from South Atlantic Income Properties of Tennessee LLC of record as Instrument No. 20020905-0107891, Register's Office of Davidson County, Tennessee.

The Property is improved property located at 512 Old Hickory Boulevard, Nashville, Tennessee 37209.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

Except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject, Grantor does further covenant and bind itself and its representatives and successors to warrant and forever defend the title of the Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through and under Grantor, but not otherwise.

[Signatures on following page.]

WITNESS my hand effective as of this 19th day of August, 2005.

GRANTOR:

DUNHILL OWNERS LLC,
a Delaware limited liability company

By: DV Shelter Holdings, LLC,
its Managing Member

By: Shelter Development, LLC,
its Managing Member

By: _____
Marilynn K. Duker
President

STATE OF MARYLAND
CITY OF BALTIMORE

The actual consideration or value, whichever is greater, for this transfer is $ 26,837,500.00 .

Shelter Development LLC
_____
Affiant / President

Subscribed and sworn to before me this 16th day of August, 2005.

_____
Notary Public

My Commission Expires: Nov. 24, 2008

PATRICIA L. SHROPE
Notary Public - Maryland
Baltimore City County
My Comm. Expires Nov. 24, 2008

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this 16th day of August, 2005, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Marilynn K. Duker, who acknowledged herself to be the President and authorized representative of Shelter Development, LLC, a Maryland limited liability company and Managing Member of DV Shelter Holdings, LLC, a Maryland limited liability company and Managing Member of DUNHILL OWNERS LLC, a Delaware limited liability company, and that she, being authorized to do so, executed the foregoing and annexed instrument as President and on behalf of DUNHILL OWNERS LLC, one of the parties to the foregoing and annexed instrument, as its free act and deed for the uses and purposes therein contained.

N WITNESS WHEREOF, I hereunto set my hand and official seal.

PATRICIA L. SHROPE
Notary Public - Maryland
Baltimore City County
My Comm. Expires Nov. 24, 2008

[Notarial Seal]

Notary Public
My commission expires: 11-24-08

EXHIBIT A TO DEED

LEGAL DESCRIPTION

Three tracts of land located in the 2nd Civil District of Metropolitan Nashville and Davidson County, Tennessee, being more particularly described as follows:

Tract 1 (Water Booster Station)

Being Lot 2 on the Final Plat Phase One The Lexington (Formerly Williamsburg Village) of record in Plat Book 7900, Page 895, Register's Office for Davidson County ("R.O.D.C."), and being more particularly described as follows:

Beginning at a southeasterly corner of Lot 1 on the abovementioned Final Plat of The Lexington in the westerly boundary of the Final Plat Phase II and III The Lexington, of record in Plat Book 9700, Page 404, R.O.D.C.;

Thence South 00 deg. 44' 01" East, 100.00 feet;

Thence northwesterly with a curve to the right 109.77 feet, said curve having a radius of 466.84 feet, a central angle of 13 deg. 28' 20" and a chord of 109.52 feet at North 77 deg. 43' 34" West;

Thence North 18 deg. 46' 58" East, 79.94 feet; Thence North 89 deg. 15' 59" East, 80.00 feet to the beginning.

Containing 0.197 acre, more or less.

Tract 2

Being Phase II on the Final Plat Phase II and III The Lexington (Formerly Williamsburg Village) of record in Plat Book 9700, Page 404, Register's Office for Davidson County ("R.O.D.C.") and being more particularly described as follows:

Beginning in the southerly boundary of Mary C. Lewis Property of record in Deed Book 10316, Page 788, R.O.D.C. at a northeasterly corner of Lot 1 on the Final Plat Phase One The Lexington (Formerly Williamsburg Village) of record in Plat Book 7900, Page 895, R.O.D.C.

Thence with said southerly boundary as follows:

South 89 deg. 53' 53" East, 187.79 feet; North 86 deg. 48' 26" East, 424.35 feet to a southeasterly corner of Dorothy I. Tolbert Property of record in Deed Book 7744, Page 10, R.O.D.C.; Thence South 19 deg. 25' 08" West, 1,633.55 feet to the northerly boundary of Phase VI on the Phase V Final Plat Williamsburg Village, of record in Plat Book 6250, Page 437, R.O.D.C.;

Thence South 89 deg. 15' 59" West, 639.99 feet to a southeasterly corner of the aforementioned Lot 1 Phase One The Lexington;

Thence with the easterly boundary of said Lot 1 as follows:

North 00 deg. 44' 01" West, 373.00 feet; North 89 deg. 15' 59" East, 234.00 feet; North 00 deg. 44' 01" West, 522.00 feet; Thence North 40 deg. 32' 36" East 536.36 feet; Thence North 00 deg. 06' 07" East 220.00 feet to the beginning.

Containing 22.483 acres, more or less. The total of 22.483 acres includes 0.930 acre of non-exclusive public ingress/egress and public utilities and drainage easement shown as private drive "B" on the aforementioned Final Plat Phase II and III The Lexington.

Tract 3

Being Phase III on the plan of Final Plat Phase II and III The Lexington (Formerly Williamsburg Village) of record in Plat Book 9700, Page 404, Register's Office for Davidson County ("R.O.D.C.") and being more particularly described as follows:

Beginning near the southerly terminus of Tolbert Road at a southeasterly corner of Dorothy I. Tolbert Property of record in Deed Book 7744, Page 10, R.O.D.C.

Thence with the easterly boundary of said Tolbert Property as follows:

North 01 deg. 30' 19" East, 318.33 feet to an iron rod; North 01 deg. 06' 16" West, 335.06 feet to an interior corner of Lot 2 on the final plat of James Tolbert Subdivision of record in Plat Book 5190, Page 516, R.O.D.C.;

Thence with the southerly boundary of said Lot 2 North 87 deg. 26' 37" East, 590.00 feet;

Thence South 02 deg. 33' 23" East, 1,140.00 feet;

Thence South 18 deg. 30' 21" West, 878.00 feet;

Thence South 54 deg. 54' 11" West, 420.00 feet;

Thence South 89 deg. 15' 59" West, 563.00 feet;

Thence North 19 deg. 25' 08" East, 1,633.55 feet to the beginning.

Containing 36.110 acres, more or less. The total of 36.110 acres includes 0.971 acre of non-exclusive public ingress/egress and public utilities and drainage easement shown as private drive "B" on the aforementioned Final Plat Phase II and III The Lexington.

Tracts 1, 2, and 3 being the same property conveyed to Dunhill Owners LLC by deed from South Atlantic Income Properties of Tennessee LLC of record as Instrument No. 20020905-0107891, Register's Office of Davidson County, Tennessee.

TOGETHER WITH:

(i) Non-exclusive easement for ingress and egress upon, over and through Private Drive "A" as shown on the Plan filed of record in Book 7900, page 895 in the Register's Office for Davidson County, Tennessee, and as referenced in the instrument filed of record in Deed Book 10186, page 464.

(ii) A non-exclusive easement for ingress and egress upon, over and through Private Drive "B" as shown on the Plan filed of record in Book 7900, page 895, in the Register's Office for Davidson County, Tennessee and as described in the instrument filed of record in Deed Book 9530, page 388, in said Register's Office, as affected by instrument filed of record in Deed Book 10268, page 418 in said Register's Office.

(iii) Those non-exclusive easements for public utilities, drainage and water lines as shown on Plan filed of record in Book 7900, page 895, in the Register's Office for Davidson County, Tennessee and on the Plan filed of record in Book 9700, page 404, in the Register's Office for Davidson County, Tennessee.

(iv) Those non-exclusive easements for the purpose of access to and installing and maintaining pipes and lines for transmission of water from a water storage facility as described in the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement Agreement filed of record in Book 10268, page 418, in the Register's Office for Davidson County, Tennessee.

(v) Those non-exclusive easements for the purpose of installing and maintaining signs as described in the Sign Easement Agreement filed of record in Book 10300, page 584, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B TO DEED

PERMITTED EXCEPTIONS

1. All Taxes for the year 2005 and subsequent years not yet due and payable.

2. Terms and Conditions of Easement and Maintenance Agreement of record in Book 9530, Page 388, as amended by Declaration of Covenants, Conditions and Restriction and Reciprocal Easement Agreement, of record in Book 10268, page 418, and as shown on survey prepared by Gresham Smith and Partners, dated 8/11/05, last revised 8/12/05, Project #24279.00 (Tracts 2 and 3)

3. Restrictive Covenants contained in an instrument of record in Book 6354, page 973, omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin (Tracts 2 and 3).

4. Declaration of Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement of record in Book 10268, page 418.

5. Storm Water Detention Agreement of record in Book 9464, page 676 (Tracts 2 and 3).

6. Terms and Conditions of Sign Easement Agreement of record in Book 10300, page 584.

7. Easement for electric power transmission and distribution lines of record in Book 3762, page 350 (Tract 3).

8. Storm Water Detention Agreement of record in Book 10415, page 921 (Tracts 2 and 3).

9. Easement and restrictions created by the Plan of record in Book 9700, page 404 and Book 6250, page 437, as to Tracts 2 and 3; Book 7900, page 895 as to Tract 1.

10. Rights of tenants in possession as "Tenants Only" under unrecorded leases, without option to purchase or right of first refusal.