Davidson County DEEDWARR
Recvd: 01/11/06 14:08 3 pgs
Fees:18.00 Taxes:7400.00

20060111-0004430

THIS INSTRUMENT PREPARED BY:

MOORELAND TITLE COMPANY, LLC
315 Deaderick Street
AmSouth Center
Suite 1710
Nashville, Tennessee 37238
(615) 782-0098

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $2,000,000.00

AFFIANT

Subscribed and sworn to before me, this 10th day of January, 2006.

NOTARY PUBLIC

My Commission Expires:

Address New Owners as Follows:	**Send Tax Bills To:**	**Map-Parcel Number:**
Julia C. West P.O. Box 30 Columbia, TN 38402-0030	SAME	175 – 160.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Duke Realty Limited Partnership** ("Grantor") does hereby bargain, sell, transfer and convey unto **Julia C. West** ("Grantee") her heirs and assigns, all of its right, title and interest in and to that certain land in Davidson County, Tennessee, and more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Jackson Business Park Subdivision of Lot No. 5, as shown on plan of record in Plat Book 6250, page 568, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Duke Realty Limited Partnership by deed from American Fidelity Assurance Company, of record in Book 9597, page 663, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to Grantee, her heirs and assigns, forever. Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and that the same is unencumbered, except as otherwise provided herein.

Grantor covenants with Grantee that the property is free from all encumbrances made by Grantor, except as may be set forth herein, otherwise the property is conveyed "AS IS" - "WHERE IS" and "WITH ALL FAULTS", except for the Seller's representations and warranties set forth in that certain Agreement For Purchase and Sale, dated October 10, 2005, executed by and between Grantor, as "Seller" and Grantee as "Buyer" (the "Representations and Warranties"), concerning the property Except for Sellers Representations and Warranties, Grantor has not made and does not hereby make any representations or warranties of any kind or character whatsoever, express or implied, with respect to the property, its condition (including without limitation any representation or warranty regarding condition, environmental or otherwise, or uses, quality of construction, workmanship, merchantability or fitness for any particular purpose), income to be derived therefrom or expenses to be incurred with respect thereto, or obligations or any other matter or thing relating to or affecting the same, and except for the Seller's Representations and Warranties (a) Grantor does

hereby disclaim and renounce any such representation or warranty and (b) Grantee acknowledges that Grantee accepts this Deed without relying upon any such representation and warranty by Grantor or by its agent or by any other person. Grantor makes no representations or warranties whatsoever regarding the presence or absence of asbestos or any other hazardous or toxic materials or chemicals in, at, or under the property.

And Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to Grantee, her heirs and assigns against the lawful claims of all persons claiming by through or under Grantor but not further or otherwise, subject however to the permitted encumbrances set out in Exhibit"A"

This is improved property known as: 3014 Owen Drive, Antioch, Tennessee 37013

IN WITNESS WHEREOF, this Special Warranty Deed has been executed this 10th day of January, 2006.

DUKE REALTY LIMITED PARTNERSHIP

By: Duke Realty Corporation, its general partner

By: _____
John W. Nelley Jr.
Managing Director
Nashville Operations

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John W. Nelley, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Managing Director – Nashville Operations of Duke Realty Corporation, the general partner of Duke Realty Limited Partnership, the bargainor, an Indiana Limited Partnership, and that he as such Managing Director – Nashville Operations, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of Duke Realty Corporation, the general partner of Duke Realty Limited Partnership by himself as such Managing Director – Nashville Operations.

WITNESS my hand and official seal at Nashville, Tennessee, on this 10th day of January, 2006.

_____
NOTARY PUBLIC

PHILIP DAVIS ALLEN NOTARY PUBLIC AT LARGE

My Commission Expires: 3.6.06

EXHIBIT "A"

Permitted Encumbrances

1. Subject to all matters on plan of record in Plat Book 6250, page 568, Register's Office for Davidson County, Tennessee.

2. 2006 County Taxes and all subsequent years, a lien not yet due and payable.

3. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on the title set forth in restrictions recorded in Book 6060, page 449, Register's Office for Davidson County, Tennessee, and in any allied instrument (s) referred to in said restrictions.

4. Subject to all matters on survey dated October 20, 2005, prepared by Volunteer Land Surveying Services, File No. 25130, Phillip E. Holmes, Jr., surveyor, TN RLS # 1728.