Davidson County DEEDWARR
Recvd: 04/04/06 14:48 4 pgs
Fees:23.00 Taxes:7652.71
20060404-0038530

GENERAL WARRANTY DEED

This instrument was prepared by Perrone & Young, 109 Westpark Dr., Ste. 330, Brentwood, TN 37027 (PRY)

Address New Owner	Send Tax Bills To:	Map/Parcel
Gayle C. Guynup and John Guynup, Co-Trustees of the Dorothea Guynup Trust, UTD 03/20/81 c/o Gayle C. Guynup PO Box 2308 Santa Rosa CA 95405	Same	Map: 149-0 Parcel: 328

State of Missouri
County of [illegible]

NOTARY PUBLIC
CHRIS ROWBERRY
STATE OF COLORADO

The actual consideration or value for this transfer, whichever is greater is $2,068,300.00.

David R. Mare
Affiant

Sworn to and subscribed before me this 21st day of March 2006.

My commission expires: My Commission Expires 10/8/2009

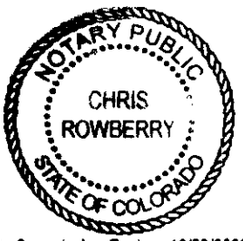
Notary Public

For and in consideration the sum of Ten Dollars ($10) cash in hand paid by the grantee, hereinafter name, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, **Hedmark V, L.L.C., a Missouri limited liability company,** (the "Grantor"), has this day bargained and sold and does hereby transfer and convey unto the said **Gayle C. Guynup and John Guynup, Co-Trustees of the Dorothea Guynup Trust, UTD 03/20/81**, (the "Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, as described on **Exhibit A** hereto which is incorporated herein.

To have and to hold said real estate, with the appurtenances, estate, title, and interest belonging to the said Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of the said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as shown on **Exhibit B**.

Grantor further covenants and binds itself, its successors, assigns and representatives, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand on this 29th day of March 2006.



My Commission Expires 12/23/2009

GRANTOR: HEDMARK V, L.L.C., a Missouri limited liability company

BY: David R. Mars
David R. Mars, Authorized Member

STATE OF ~~MISSOURI~~ Colorado)
COUNTY OF Garfield)

Before me, Notary Public, of the State and County mentioned, personally appeared **David R. Mars,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Authorized Member of Hedmark V, L.L.C., a Missouri limited liability company, the within-named bargainor, and that he, as such Authorized Member, executed the foregoing instrument for the purpose therein contained, by signing his name as Authorized Member on behalf of himself and the Company, and that he is authorized to execute the foregoing instrument on behalf of the Company.

Witness my hand and seal, at office in Basalt, Colorado ~~Missouri~~, this 29th day of March 2006.

NOTARY PUBLIC

My Commission Expires:
12/23/2009

EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 8, as shown on the Plan of P.U.D. boundary Plat and Subdivision Plat for K-Mart Corporation, of record in Plat Book 7900, page 289, in the Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Together with nonexclusive easements for Ingress, Egress, Drainage and Parking as set forth in Development and Operation Agreement of record in Book 8451, page 516, said Register's Office.

Together with nonexclusive easements for Ingress, Egress, Access, Parking, Drainage and Detention as set forth in Declaration of Easements, Restrictions and Operating Agreements of record in Book 8451, page 495, said Register's Office.

Together with nonexclusive slope easements and an easement for use of a detention pond as set forth in Book 8319, page 761, said Register's Office.

Being the same property conveyed to Gayle C. Guynup and John Guynup, Co-Trustees of the Dorothea Guynup Trust, UTD 03/20/81 by General Warranty Deed from Hedmark V, L.L.C., a Missouri limited liability company of record in Instrument No. _____, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Hedmark V., L.L.C., a Missouri limited liability company by deed from Boos Murfreesboro, LLC, a Florida limited liability company, of record in Instrument # 20000907-0088577.

EXHIBIT B

[Permitted Liens]

1. Taxes for the year 2006 and all subsequent years, which are not yet due and payable.

2. All matters shown on Plat recorded in Book 7900, Page 289.

3. Terms and Provisions of Memorandum of Lease by and between K-Mart Corporation and Food Lion, Inc., of record in Book 8661, Page 384.

4. Clearance Permit to Southern Bell Telephone and Telegraph Co. of record in Book 1104, Page 598.

5. Terms and Conditions of Development and Operation Agreement as set forth in Book 8451, Page 516.

6. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 8899, Page 465.

7. Storm Water Detention Agreement of record in Book 8309, Page 244.

8. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 8451, Page 495, and in any allied instrument(s) referred to in said restrictions.