

**SPECIAL WARRANTY DEED**

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned **GOODMAN-55, LTD.**, a Tennessee limited partnership, hereinafter the "Grantor", has bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, convey, deliver, set over and specially warrant to **SOUTH HAVEN LODGING LLC**, a Florida limited liability company, hereinafter the "Grantee", the land and property lying and being situated in Desoto County, Mississippi, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

This conveyance is made subject to the Grantor's reservation of an exclusive perpetual easement of the parcel of land as described in the Cell Tower Lease ("Cell Tower Site") of record in the Chancery Court Clerk's Office of Desoto County, Mississippi in Book 69, Page 451 and Book 86, Page 356 which lies in the southwest corner of the above conveyed property along with a 20 foot non-exclusive meandering easement to Sleepy Hollow Drive for ingress and egress to the Cell Tower site as describe in Book 106, Page 588 in the Office of the Chancery Court Clerk of Desoto County, Mississippi. These easements being further described in Grant of Easement and Assignment of Lease, dated October 27, 2008, between Goodman-55, Ltd., L.P., a Tennessee limited partnership and Crown Castle South, LLC, a Delaware liability company, which has been filed in the Office of the Chancery Court Clerk of Desoto County, Mississippi, however indexing information is not available at the time of this conveyance.

TOGETHER WITH any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following: See **Exhibit "B"** attached hereto and incorporated herein by reference.

TO HAVE TO HOLD, the above described Property, with all appurtenances, estate, title and interest thereunto belonging to Grantee, Grantee's successor and assigns forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the otherwise set forth herein.

Grantor further covenants and binds itself to specially warrant and forever defend the Title to the Property to Grantee, Grantee's successors and assigns against the lawful claims of all persons whosoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

In witness thereof the Grantor has caused this instrument to be executed by and through its duly authorized officers this 28 day of October, 2008.

**GOODMAN-55, Ltd.**, a Tennessee limited partnership

BY: Ronald M. Harkavy  
Ronald M. Harkavy, General Partner

BY: Morris J. Kriger  
Morris J. Kriger, General Partner

Harkavy Shainberg  
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STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid within my jurisdiction, the within named, **Ronald M. Harkavy, and Morris J. Kriger**, who acknowledge that they are the general partners of **GOODMAN-55, LTD.**, Tennessee a limited partnership, and that for and on behalf of said limited partnership, and as its act and deed, they executed the above and foregoing instrument after first having been duly authorized by said limited partnership so to do.



Witness my hand and Notarial Seal at office this 28 day of October, 2008.

*[Handwritten Signature]*  
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Notary Public

My Commission Expires 5/23/2009

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Grantor's Mailing Address:  
6060 Poplar Avenue, Suite 140  
Memphis, TN 38119  
Telephone: 901-761-1263

Grantee's Mailing Address:  
South Haven Lodging LLC  
720 Broadoak Loop  
Sanford, FL 32771  
Telephone: 90 (662) 393-4450

Tax Parcel Id: Part of 1087-2505.0-00004.00

Prepared By and Return To:  
Bradley J. Harvey  
Harkavy Shainberg Kaplan & Dunstan PLC  
6060 Poplar Avenue, Suite 140  
Memphis, TN 38119  
Telephone: 901-866-5339

EXHIBIT "A"

Description of Real Property

LOCATED IN DESOTO COUNTY, MISSISSIPPI:

Lot 4D, final plat of Goodman/I-55 Subdivision, Lot 4A replat in Section 25, Township 1 South, Range 8 West, City of Southaven, Desoto County, Mississippi, as shown by plat appearing of record in Plat Book 107, Page 48 in the Chancery Court Clerk's Office, Desoto County, Mississippi.

## EXHIBIT "B"

Permitted Encumbrances

- (a) The lien of the following general and special taxes for the year specified and subsequent years: Town of Southaven and Desoto County taxes (combined) for 2008 not yet due and payable.
- (b) Subdivision restrictions, building lines and easements of record in Plat Book 45, Page 45, as revised in Plat Book 58, Page 16, further revised in Plat Book 90, Page 20, and in Plat Book 107, Page 48 in the Chancery Clerk's Office of Desoto County, Mississippi.
- (c) Easements of record in Book 490, Page 589 and Book 535, Page 28, in the aforesaid Chancery Court Clerk's Office.
- (d) 15' Electric easement of record in Book 110, Page 63, in aforesaid Chancery Court Clerk's Office, as shown on survey dated September 16, 2008 by Pickering Firm, Inc.
- (e) 10' wide Sanitary Sewer Easement and 5' wide Utility Easement of record in Book 58, Page 16, in aforesaid Chancery Court Clerk's Office, as shown on said survey.
- (f) 54' wide Access and Utility Easement and 5' wide Utility Easement of record in Book 90, Page 20, in the in aforesaid Chancery Court Clerk's Office, as shown on said survey.
- (g) 15' wide Electric Easement of record in Book 110, Page 63, in aforesaid Chancery Court Clerk's Office, as shown on said survey.
- (h) Encroachment upon property adjoining on the east by the fence appurtenant to Property, as shown on said survey.
- (i) Rights of others in and to the use of the drainage ditch as shown on said survey and right to enter upon said premises to maintain the same.
- (j) Cellular Tower lease of record in Book 69, Page 451; and Book 86, Page 356 (Sublease) and Book 106, Page 58 (amendment to lease), in aforesaid Chancery Court Clerk's Office, including 20' wide access easement.
- (k) Covenants and Restrictions of record in Book 268, Page 625, as re-recorded in Book 270, Page 738, in aforesaid Chancery Court Clerk's Office.