MAP 133 PARCEL 24
OWNER &
SEND TAX BILLS TO:
NASHVILLE-TOLEDO ASSOCIATES
3103 Executive Parkway,
Suite 110
Toledo, Ohio 43606

This instrument prepared by:
O'HARE, SHERRARD & ROE
500 Church Street
St. Cloud Corner
Nashville, Tennessee 37219

SPECIAL WARRANTY DEED

BOOK 6737 PAGE 98

THE GRANTOR, GROMARCO INC. ("Grantor"), an Ohio corporation qualified to do business in the State of Tennessee, of the City of Cincinnati, County of Hamilton, and State of Ohio, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, by these presents GRANTS AND CONVEYS to Nashville-Toledo Associates, a Tennessee joint venture ("Grantee"), forever, all of Grantor's interest in the following described real estate situated in the City of Nashville, County of Davidson and State of Tennessee, to wit:

LAND in the 6th Civil District of Davidson County, Tennessee, described partly according to surveys made by John M. Sullivan, County Surveyor for said County, January 24, 1951, and October 28, 1959, and more fully described in the deed above set out as follows:

BEGINNING at a point in the center of Nolensville Pike at the south corner of the Dower Tract as shown on the map of lands of B. D. Harris, deceased, as of record in Plat Book 2, page 37, Chancery Court at Nashville, said south corner also being the south corner of the property conveyed to Mabel Clare Welsh by deed from William A. Welsh of record in Book 871, page 95, Register's Office for said County; thence with the center of said Pike, south 45 deg. east 436 feet to a point; thence leaving said Pike, north 45 deg. 23' east 915 feet, more or less, to the southwesterly line of the property conveyed to W. L. Bainbridge Co., by deed from William James Potts,-et al., of record in Book 3181, page 474, said Register's Office; thence with said Bainbridge's southwesterly line, north 44 deg. 06' west 436 feet, more or less, to the southeasterly line of said Dower Tract, being said Welsh's southeasterly line; thence with said Welsh's southeasterly line, south 45 deg. 23' west 899.25 feet to the beginning, containing 12.5 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED THEREFROM IS THE FOLLOWING DESCRIBED PROPERTY:

A tract of land lying in the 6th Civil District of Davidson County, Tennessee, being a portion of the Gromarco Inc., Property as of record in Book 4198, page 315, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the northerly margin of Nolensville Road, as widened, said point lying north 45 degrees 58 minutes west 344.33 feet from the northwesterly intersection of Elysian Fields Road and Nolensville Road, and said point further described as being the southeast corner of a tract of land owned by Gromarco Inc., as of record in Book 4198, page 315, Register's Office for Davidson County, Tennessee; thence with the said northerly margin of Nolensville Road north 45 degrees 58 minutes west 45 feet to a point on said northerly margin; thence leaving said northerly margin and around a curve to the left in a northeasterly direction 39.27 feet to the point of tangency, said curve having a radius of 25.0 feet; thence north 44 degrees 02 minutes east 174.50 feet to a point at the beginning of a curve; thence with a curve to the left and in a northwesterly direction 39.27 feet to a point. Said curve having a radius of 25.0 feet; thence north 44 degrees 02 minutes east 50.0 feet to a point; thence south 45 degrees 58 minutes east 46.84 feet to a point on the easterly property line of the above mentioned Gromarco

Inc. Tract: thence with said easterly line south 44 degrees 25 minutes west 274.51 feet to the northerly margin of Nolensville Road and the point of beginning.

BEING the same property conveyed to The Kroger Co., by deed from Gromarco Inc., of record in Book 4356, page 920, Register's Office for Davidson County, Tennessee.

Subject to:

Agreement by and between The Kroger Co., Gromarco Inc., and A. Hugh Brewer, F. Compton Wallace, E. Boyd Garrett and James E. Binkley of record in Book 4287, page 18, Register's Office for Davidson County, Tennessee, and

Right-of-way agreement between Hallie Coffey and State of Tennessee filed in State Highway Department, located in southwest corner of premises, as shown on survey made by John M. Sullivan, Civil Engineer, October 28, 1959.

Grantee shall not lease, rent, occupy or permit to be occupied any part of the property for the purpose of operating a food store, or food department, for a period of fifteen (15) years from the date of this Deed.

Also subject to easements, encroachments, and restrictions of record and apparent to Grantee.

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, estate, title and interest belonging unto the said Grantee and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as above stated. Grantor further covenants and binds itself, its successors and representatives to warrant and defend the title to said real estate to the said Grantee and to the said Grantee's successors and assigns, but not further or otherwise.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized officers and its corporate name and seal to be hereunto affixed as of the 6th. day of November, in the year One Thousand Nine Hundred and Eighty-Five.

ATTEST:

James S. Kelly
Assistant Secretary

GROMARCO INC.

By: George L. Seaman Jr.
President

By: Arthur Juergens
Vice President

APPROVED 4/30 LAW DEPT.

STATE OF OHIO)
)
COUNTY OF HAMILTON)

BOOK 6737 PAGE 100

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared George A. Leonard and Arthur Juergens, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Vice Presidents of Gromarco Inc., the within named bargainor, a corporation, and that they as such Vice Presidents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such Vice Presidents.

WITNESS my hand and official seal at office this 6th day of November, 1985.

DEBORAH J. KROGER
Notary Public, State of Ohio
My Commission Expires Dec. 26, 1987

Deborah J. Kroger
Notary Public

I 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 $2,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

George A. Leonard
Affiant

Subscribed and sworn to before me this 6th day of November, 1985.

Deborah J. Kroger
Notary Public

DEBORAH J. KROGER
Notary Public, State of Ohio
My Commission Expires Dec. 26, 1987

NOTARIAL SEAL * OHIO

RUSH

9 1 6 5 5

TRANSFERRED FOR REFERENCE

DEC 16 3 11 PM '85

FELIX A. MILLER, COUNTY AUDITOR
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6737 PAGE 101

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
	CO	2 000 000 00		

520.00 CO TAX
.50 PRFE
9.00 WDED
CHECK 0209.50-
7109A-12/16/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 1 6 5 5

RECEIVED FOR REFERENCE

DEC 16 3 11 PM '85

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 202072