ADDRESS NEW OWNER
AND SEND TAX BILLS TO:

File 35
CTIC

Map 148
Parcel 87

Antioch Center Limited Partnership
% CLT Development Corp
PO Box 30817
Charlotte NC. 28230

BOOK 7975 PAGE 49

WARRANTY DEED

THIS INDENTURE, made and entered into this 1st day of November, 1989, by and between THE KROGER CO., a corporation organized and existing under and by virtue of the laws of the State of Ohio, party of the first part, and ANTIOCH CENTER LIMITED PARTNERSHIP, a North Carolina limited partnership, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considera tions, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, and more particularly described in Exhibit "A" attached hereto and incorporated herein, subject to those matters set forth on Exhibit "B" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it but not further or otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Assistant Secretary

THE KROGER CO.

BY: Vice President

BY: Vice President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Paul Heldman and Thomas E. Murphy with whom I am personally acquainted and who, upon oath, acknowledged themselves to be Vice Presidents of The Kroger Co., 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 1st day of November, 1989.

Nancy Szturm
Notary Public

NANCY SZTURM
Notary Public, State of Ohio
My Commission Expires Oct. 9, 1994

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 $1,025,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Thomas E Murphy
Affiant

Subscribed and sworn to before me this 1st day of November, 1989.

Nancy Szturm
Notary Public

NANCY SZTURM
Notary Public, State of Ohio
My Commission Expires Oct. 9, 1994

This deed prepared by:

Valerie L. Garber, Esq.
The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1119

VG1018-1

EXHIBIT "A"

Land in Davidson County, Tennessee, being Parcel 1 on the Plan of Antioch Plaza of record in Plat Book 5200, Page 771, Register's Office for said County, more particularly described as follows:

Beginning at a point in the southerly margin of Richards Road, being the northeast corner of Parcel 86.1 on Tax Map 148 and as recorded in Book 4771, Page 876, said Register's Office; thence, with the southern margin of Richards Road, S 85° 44' 05" E, 140.93 feet; thence, with a curve to the left having a central angle of 0° 20' 42", a radius of 7143.60 feet, a chord bearing N 89° 55' 43" E, 43.01 feet and a curve length of 43.01 feet; thence, S 88° 44' 03" E, 159.11 feet to a monument in the southerly margin of Richards Road; thence, S 88° 26' 29" E, 137.29 feet to a monument in the southerly margin of Richards Road; thence, leaving Richards Road, S 04° 30' 30" W, 156.59 feet; thence, with Lori Heights Subdivision, S 37° 49' 26" E, 119.57 feet; thence, S 03° 26' 07" E, 220.85 feet to the northeast corner of Antioch Church of Christ property; thence, with the church property S 75° 59' 01" W, 434.86 feet to a point in the easterly margin of Antioch Pike; thence, N 41° 12' 36" W, 526.59 feet to a point in the easterly margin of Antioch Pike; thence, N 83° 33' 12" E, 111.60 feet to a monument being the southwest corner of Parcel 198, Tax Map 148, of record in Book 5331, Page 565, said Register's Office; thence, N 85° 08' 52" E, 92.85 feet; thence, N 87° 41' 38" E, 31.47 feet; thence, N 06° 31' 18" W, 177.35 feet to the point of beginning.

The above described property was conveyed to The Kroger Co., an Ohio corporation by deed from Michael H. Clark of record in Book 6285, Page 70, Register's Office for Davidson County, Tennessee.

VG1018-1 EX A

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 1,625,000.00

Subscribed and sworn to before me this the 2ND day of November 19 89

Affiant

My commission expires: 1-21-96

(Affix Seal)

Notary Public

OF CUTTING EDGE PARTNERS, L.P. A TEXAS LIMITED PARTNERSHIP

EXHIBIT "B"

1. Matters shown on the plan of record in Book 5200, Page 771, Davidson County, Tennessee Register's Office.

2. Easement for use and maintenance of a driveway reserved in and more fully described in deed from John David Peyton, Sr. and wife, Juanita A. Peyton to Grantor of record in Book 6285, Page 54, said Register's Office.

3. Perpetual non-exclusive easement for ingress and egress across northwest corner of Lot No. 2 on the Plan of Elmer L. Marshall Subdivision, of record in Book 4675, Page 13, Register's Office for Davidson County, Tennessee, as revised by Revision of Lot No. 2, Elmer L. Marshall Subdivision, of record in Book 4675, Page 159, said Register's Office, voided, vacated, and superseded by plan of record in Book 5200, Page 771, said Register's Office, upon the area designated as "Joint Access Easement" on the plan, as superseded, as set forth in Deed from Elmer L. Marshall and wife, Christine Cole Marshall to City Ice Delivery Company, of record in Book 4732, Page 145, Register's Office for Davidson County, Tennessee.

4. Restrictive covenants of record in Book 3407, Page 195, Register's Office for Davidson County, Tennessee.

5. Restrictive covenant as follows:

> The property herein conveyed will not be used for the sale or consumption of alcoholic beverages, other than beer and wine, or for the operation of an enterprise the principal business of which is the sale of pornographic material or exhibition of pornographic movies.

Said restriction shall be a restriction running with the land for benefit of the real property designated as Parcel 201, Tax Map 148, and described in Deed of record in Book 5399, Page 559, said Register's Office, adjacent to the property herein conveyed, currently owned by the Trustees of the Antioch Church of Christ, and is set forth herein pursuant to deed from the Trustees of the Antioch Church of Christ to Grantor of record in Book 6285, Page 58, said Register's Office.

6. Ground lease effective July 30, 1984 by and between The Kroger Co., as Landlord, and Arthur Jones, Jr., as Tenant, and amended July 31, 1985, by First Amendment to Ground Lease between The Kroger Co., as Landlord, Arthur Jones, Jr., as Lessee and Kenneth C. Geske and James Daleke as Successor Lessees.

7. Paragraphs 3, 4, 8 and 9 of a certain Amendment to Option Agreement dated June 17, 1983, by and between John D. Peyton, Sr. and Juanita Peyton, husband and wife, as Optioner, and Michael H. Clark, as Optionee. By the acceptance of this deed by party of the second part, party of the second part expressly assumes the obligations of Optionee under said Paragraphs and agrees to indemnify The Kroger Co. and its successors and assigns against its performance thereunder, which agreement and indemnity of party of the second part shall survive the recording of this deed.

8. All matters which are disclosed by a survey dated February 10, 1989 by Ronny G. Brown, Surveyor #763, revised February 16, 1989, revised February 23, 1989 and revised October 25, 1989 and any matters that would be disclosed by a visual inspection of the premises.

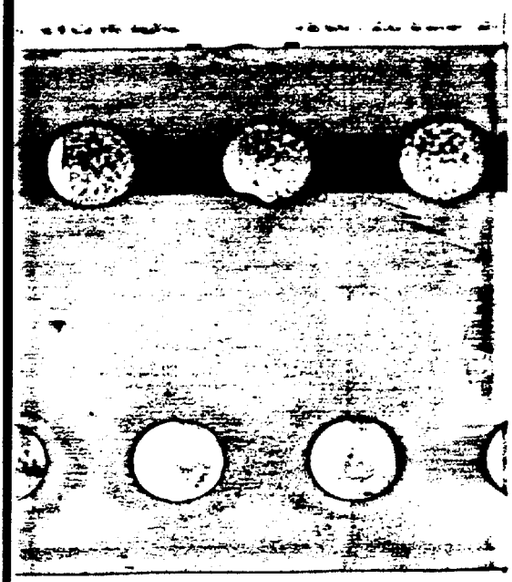
9. All real estate taxes, ad valorem taxes or other taxes and assessments against the property described in Exhibit "A" which have been prorated and assumed by the party of the second part.

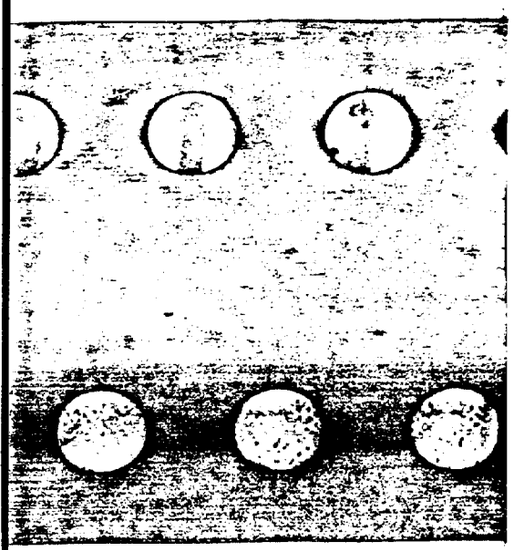
10. For a period of five years from the recording date of this deed, there shall be imposed on the real estate described in Exhibit "A" to this deed a restriction that any business conducted on the herein described property, devoted to the sale of groceries, meat, fish, produce, dairy products or bakery goods or any of them, may not contain a sales area greater than 25,000 square feet, including one half (1/2) of the aisle space adjacent to any display area.

0677 11/02 0101 03CHECK 3398.50

VG1018-1 EX B

IDENTIF. TREFERENCE
Nov 2 2 44 PM '89
FELIX Z. [illegible]
DAVIDSON COUNTY TN.
78901





OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7975 PAGE 54

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 1025000.00
				CON TX 3382.50
				PRFEE 1.00
				WDEED 15.00
				TOTAL 3398.50
				CHECK 3398.50
11/02/89	01			14:45 0001 0677

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

78901

IDENTIF. TREFERENCE

Nov 2 2 44 PM '89

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

No. 263567