FH 35
CTIC

Address new owners as follows:
Malone & Hyde, Inc.
3030 Poplar Avenue
P.O. Box 1719
Memphis, Tennessee 38101

Send tax bills to:
same as owner address

Map Number 163
Parcel Number 229

BOOK 7990 PAGE 159

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration, cash in hand paid, and other good and valuable considerations, the receipt, sufficiency, and adequacy of all of which are hereby acknowledged, OHIOCUBCO, INC., an Ohio corporation of 11840 Valley View Road, Eden Prairie, MN 55344, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said Malone & Hyde, Inc., a Delaware corporation of 3030 Poplar Avenue, P.O. Box 1719, Memphis, Tennessee 38101, Grantee, Grantee's heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference ("the Property"), subject to those items ("the Permitted Title Exceptions") set forth on Exhibit B attached hereto and incorporated by this reference.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

Real estate taxes for the current year and the Permitted Title Exceptions and building and zoning laws.

TO HAVE AND TO HOLD the said Property with the appurtenances, estate, title, and interest thereto belonging or appertaining to the said Grantee, Grantee's heirs, successors, and assigns, in fee simple forever.

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

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property and quiet possession thereto to the said Grantee, Grantee's heirs, successors, and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the 22 day of November, 1989, by a duly authorized officer of Grantor.

GRANTOR:

OHIOCUBCO, INC., an Ohio corporation

By: _____
Jeffrey Noddle
Its: President

Document prepared by:
Super Valu Stores, Inc.
11840 Valley View Road
Eden Prairie, MN 55344

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 22 day of November, 1989, before me, a Notary Public in and for said County, personally appeared Jeffrey Noble, to me personally known, who being by me duly sworn, did say that he is President of Executive Inc, and that the said Jeffrey Noble acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Linda J. Johnson
Notary Public

LINDA J. JOHNSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires May 1, 1995

The actual consideration or value, whichever is greater, for this transfer is $5,533,000.00.

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

Affiant

My commission expires: _____

111489:2
JBC182

AFFIDAVIT

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 $5,533,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Robert F. Harris

Affiant: Robert F. Harris
Vice-President,
Malone & Hyde, Inc.

Subscribed and sworn to before me this 21st day of November, 1989.

Nancy C. Phillips

Notary Public

NANCY C. PHILLIPS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:

December 29, 1991

EXHIBIT A

Land in Davidson County, Tennessee, being Reserve Parcel L, on the Plan of Hickory Hollow Mall, Section Thirteen, First Revision, of record in Book 5200, page 300, Register's Office for Davidson County, Tennessee, described as follows:

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located northerly of Hickory Hollow Parkway and Mt. View Parkway, being the property conveyed to Hickory Hollow Mall and Interest Company by deed of record in Book 4920, Page 933, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin in the northerly margin of Mt. View Parkway, said pin also being the southwesterly corner of the property conveyed to Prudential Insurance Company of America by deed of record in Book 5090, Page 357, Register's Office for Davidson County, Tennessee;

Thence, with the northerly margin of Mt. View Parkway, the following calls:
South 80 deg. 52' West, 74.00 feet to a concrete monument;
With a curve to the left 244.81 feet to a concrete monument, said curve having a central angle of 43 deg. 41' 45", a radius of 321.00 feet, a tangent of 128.70 feet and a chord of South 67 deg. 01' 00" West, 238.92 feet;

South 45 deg. 10' 15" West, 74.63 feet to a concrete monument;

With a curve to the right 51.44 feet to a concrete monument in the northerly margin of Hickory Hollow Parkway, said curve having a central angle of 84 deg. 12' 14", a radius of 35.00 feet, a tangent of 31.63 feet and a chord of South 87 deg. 16' 22" West, 46.93 feet;

Thence, with the northerly margin of Hickory Hollow Parkway, the following calls:

With a curve to the left, 421.41 feet to a concrete monument, said curve having a central angle of 34 deg. 29' 33", a radius of 700.00 feet, a tangent of 217.31 feet and a chord of North 67 deg. 52' 17" West, 415.07 feet;

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN

Exhibit A

(Continued)

With a curve to the right 342.65 feet to an iron pin, said curve having a central angle of 32 deg. 43' 15", a radius of 600.00 feet, a tangent of 176.14 feet and a chord of North 68 deg. 45' 26" West, 338.01 feet;

Thence, with the easterly line of the property conveyed to Aetna Life Insurance Company by deed of record in Book 6958, Page 611, Register's Office for Davidson County, Tennessee, the following calls;

North 49 deg. 53' 54" East, 259.62 feet to an iron pin;
North 31 deg. 15' East 206.00 feet to an iron pin;

Thence, with the southerly line of the property conveyed to Paine Webber, Ltd., of record in Book 6844, Page 523, Register's Office for Davidson County, Tennessee, the following calls:

South 83 deg. 33' 42" East, 432.64 feet to an iron pin;
South 84 deg. 03' 53" East, 330.99 feet to an iron pin;

Thence, with the westerly line of the property conveyed to Prudential Insurance Company of record in Book 5090, Page 357, Register's Office for Davidson County, Tennessee, South 0 deg. 21' West, 459.42 feet to the point of beginning.

Containing 501,330 square feet of 11.51 acres, more or less.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN

EXHIBIT B

1. Building and zoning laws, ordinances, state and federal regulations.

2. Restrictions relating to use or improvement of the Real Estate not subject to unreleased forfeiture.

3. Reservation of any minerals or mineral rights to the State of Tennessee, if any.

4. Utility and drainage easements as shown on the recorded plat and in the dedication clause thereof.

5. Easements, reservations, agreements and restrictions of record, if any.

6. Taxes and assessments, both general and special, not yet due and payable.

7. Declaration of Protective Covenants, including but not limited to assessments, liens, architectural requirements, uses and other undertakings, all as set out and enumerated in instrument of record in Book 5125, page 769, as amended by Declaration of Protective Covenants, of record in Book 5189, page 947, by second amendment of record in Book 5337, page 933, and by restated and amended Declaration of Protective Covenants for Hickory Hollow, of record in Book 5441, page 968, said Register's Office, as amended in Book 5792, page 491, Book 5951, page 26, Book 6011, page 163, Book 6095, page 948 and Book 6321, page 311, said Register's Office.

   NOTE: The instrument of record in Book 6321, page 311, said Register's Office, releases certain property as described on Exhibit "A", thereto, from said covenants.

8. Easement granted to Gulf Interstate Gas Company of record in Book 2203, page 577, Register's Office for said County, and conveyed to Columbia Gulf Transmission Company, of record in Book 2875, page 299, said Register's Office, and modified by instrument of record in Book 5118, page 792, said Register's Office, for the installation of pipe lines and other utility installation, together with the possible right to install multiple and additional lines from time to time, together with possible rights of access and maintenance, specific reference to said instrument being here made for the pertinent data, relating to the rights and interest therein contained.

9. Plan of record in Book 5200, page 380, Register's Office for Davidson County, Tennessee, shows an Owner's Certificate, certain notes, a 10 foot public utility easement along the East line and along a portion of the North line, a 20 foot public utility and landscaping easement and minimum setback line from Mt. View Road, a 10 foot public utility and landscaping easement and minimum setback line from Hickory Hollow Parkway, and a Columbia Gulf Pipeline Easement across the westerly portion of the premises.

10. Storm Water Detention Agreement of record in Book 7522, page 582, and in Book 7547, page 619, Register's Office for Davidson County, Tennessee.

11. Encroachment, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises, created subsequent to January 21, 1988.

12. Easements or claims of easements not shown by the public records, created subsequent to January 21, 1988.

13. Memorandum of Agreement dated June 26, 1989 by and between Columbia Gulf Transmission Company and Ohiocubco, Inc. of record in Book 7886, page 594, Register's Office for Davidson County, Tennessee.

8 4 1 4 6

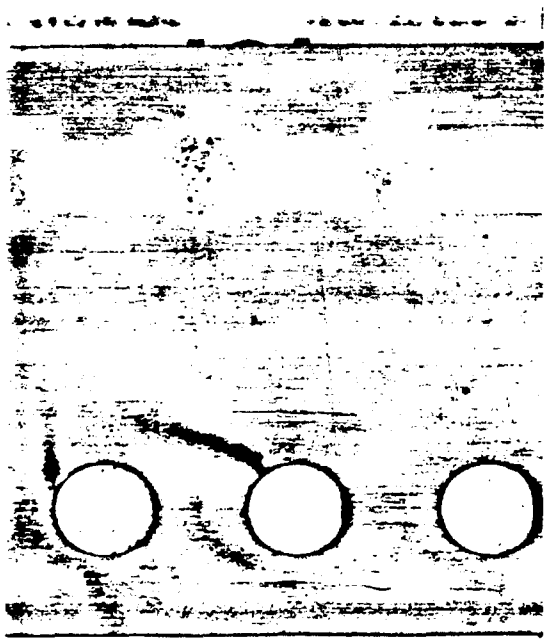
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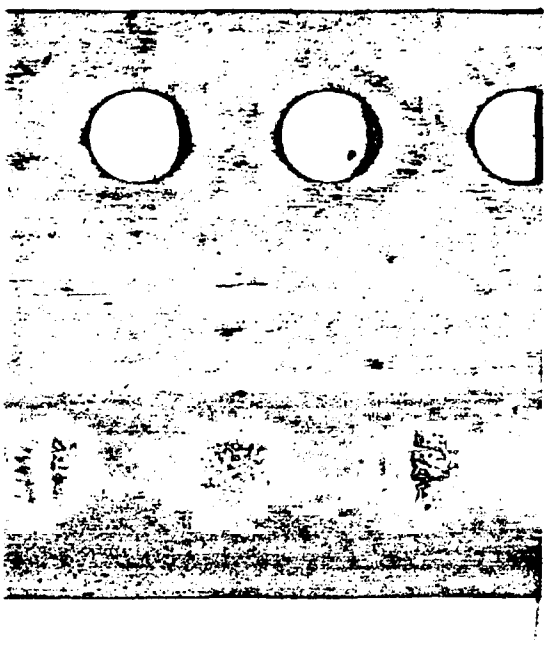
Nov 22 2 31 PM '89

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

6870 11/22 0101 01CASH 18280.90

111489:2
JBC182





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7990 PAGE 166

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 5533000.00
CON TX 18258.90
PRFEE 1.00
MDEED 21.00
TOTAL 18280.90
CASH 18280.90

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/22/89 01 14:30 0001 6870

8411446

IDENTIF. REFERENCE

Nov 22 2 31 PM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY TN.

No. 269669