GK 37
LL

BOOK 8889 PAGE 662

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
First American National Bank First American Center Nashville, TN 37237 ATTN: Property Administration	142-300	Same
This instrument prepared by: Boult, Cummings, Conners & Berry 222 Third Avenue North, P.O. Box 198062, Nashville, TN 37219		

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Bellevue Associates, a Tennessee general partnership (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to First American National Bank, a National Banking Association (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

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

1. Real estate taxes for the current year which have been prorated between the parties.

2. All building and zoning laws and ordinances for the municipality in which the above Property is located and any State, County or Federal regulations affecting the Property, its use or occupancy.

3. All matters shown on the Plan of Resubdivision of Lot 7 Bellevue Center of record in Book 7900, page 493, Register's Office for Davidson County, Tennessee.

4. Restrictions as shown on Exhibit B attached hereto and incorporated herein by reference.

This is unimproved property, known as the easterly 1.38 acres of Lot Number 7 (now Lot 9) on the Plan of

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $750,000.00.

Dawes V. Long Attorney
Affiant

Subscribed and sworn to before me this 17th day of March, 1993.

Notary Public
My Commission Expires: 3/3/94

LORETTA B. LAVENDER NOTARY PUBLIC DAVIDSON COUNTY

60388.1 BL
08/05/93 3:12 PM

Resbudivision of Lot 7, Bellevue Center, of record in Book 7900, page 493, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Grantor further covenants and binds itself, its successor and assigns to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever, except that no warranty is made as to the amount of acreage in the Property.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 15th day of March, 1993.

BELLEVUE ASSOCIATES, a Tennessee general partnership

By: The Taubman Realty Group Limited Partnership, a Delaware limited partnership, Managing Partner

By: Taubman Centers, Inc., Managing General Partner

By: _____

Title: Authorized Signatory

STATE OF Michigan
COUNTY OF Oakland

Personally appeared before me, Carole A. Powell, Notary Public, Gerald R. Poissant, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged himself to be Authorized Signatory of Taubman Centers, Inc., Managing General Partner of The Taubman Realty Group Limited Partnership, a Delaware limited partnership, Managing Partners of Bellevue Associates, said limited partnership being authorized to execute this instrument on behalf of Bellevue Associates.

WITNESS my hand at office this 15th day of March, 1993.

_____
Notary Public

My Commission Expires: 8/31/94

CAROLE A. POWELL NOTARY PUBLIC

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Resubdivision of Lot No. 7, Bellevue Center, as of record in Book 7900, page 493, Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more complete description.

Being a portion of the property conveyed to Bellevue Associates, a Tennessee general partnership by deeds of record in Book 5223, page 743 and Book 5598, page 789, Register's Office for Davidson County, Tennessee.

(a) The Property is part of a larger project that encompasses certain neighboring and adjacent properties (the "Development") including a regional retail shopping center known as Bellevue Center. After conveyance of the Property to Grantee, Grantor (its successors and assigns) will continue to have a substantial interest in the ownership and operation of other properties within the Development. Accordingly, Grantor desires to ensure that the Property will be used in a manner consistent with the Development and not in a manner that would injure or adversely affect the other properties or operations in the Development. In furtherance of these legitimate objectives, Grantee agrees that the use and occupancy of the Property shall be restricted to the development and operation of a branch banking facility providing those services and facilities which are, from time to time, normal and customary for branch banks which are located adjacent to regional retail shopping centers. If the practice of branch banking by commercial banks is discontinued, or if, due to changed circumstances, the Property is no longer suited to use as a branch bank, or if the Property is sold, it may be used for any other type of financial institution, professional offices, or commercial offices (the "Permitted Uses"). The Property shall not be used for any purpose other than the Permitted Uses, without the express prior written consent of Grantor. Grantee and Grantor hereby acknowledge and agree that Grantee's acceptance of the foregoing restrictions is a material inducement to Grantor to convey the Property to Grantee, by virtue of Grantor's need to protect the legitimate expectations more particularly described above.

(b) Any buildings or structures located on the Property shall not exceed one (1) level above grade and no more than twenty-eight feet (28') in height. All mechanical equipment associated with the building shall be architecturally screened from the public view. The maximum floor area of the building to be located on the Property shall not exceed eight thousand (8,000) square feet without the prior written consent of Grantor. The parking area on the Property shall (i) be large enough to accommodate at least five (5) cars per thousand square feet of gross floor area within the building to be constructed upon the Property and (ii) provided within the boundaries of the Property. Grantee shall not permit its employees to use the parking lots located within the Bellevue Center which are located in the vicinity of the Property and shall encourage its customers to use parking spaces to be provided for their use upon the Property;

(c) Prior to submittal by Grantee of a site plan or other plans or specifications to any governmental agency (including any zoning agency or authority) for approval, and prior to any grading of the Property and/or commencement of any construction on the Property at any time, including any improvements being made in connection with restorations or additions, or in connection with any alterations or changes to then-existing improvements, Grantee shall submit to Grantor reproducible design drawings, including a preliminary grading and drainage plan for the Property and preliminary site plans, exterior architectural plans (including color scheme and materials), landscaping plans, irrigation plans, lighting plans, and sign plans for any and all improvements to be located upon the Property or any and all alterations or changes thereto (the "Preliminary Plans") for Grantor's prior written approval, which written approval must be obtained before Grantee submits any of the Preliminary Plans, or any other plans relating to the Property, to any governmental agency for approval. Grantor shall respond (whether in the form of an approval, disapproval, or conditional approval) to any such submission within thirty (30) days after receipt thereof. After Grantor has issued its written approval of the Preliminary Plans, Grantee may submit the Preliminary Plans to any governmental agency for approval. After

the Preliminary Plans are approved by the appropriate governmental agency, Grantee shall submit to Grantor a final reproducible grading and drainage plan for the Property and final reproducible site plans, building plans, exterior architectural plans (including color schemes and materials), landscaping plans, irrigation plans, lighting plans, and signage plans for the construction of any and all improvements to be located upon the Property and any and all alterations or changes thereto (the "Final Plans"), for Grantor's prior written approval, which approval must be obtained prior to the commencement of any such construction, alterations or changes. All such plans to be submitted to Grantor shall be prepared in conformance with Grantor's Specifications for Development of Peripheral Property dated June, 1991 as revised and supplemented from time to time and shall contain all information, data, and drawings required thereby. No material deviations or changes in or from such plans as approved by Grantor shall be made without the prior written consent of Grantor. All buildings, structures, and other improvements to the Property (and all restorations thereof and additions, alterations or changes thereto) shall be constructed or made in accordance with the Final Plans as approved by Grantor. Upon completion of all buildings, structures, and other improvements to the Property (and all restorations thereof and additions, alterations or changes thereto). Grantor shall not be responsible for any defects in any such plans, or in any buildings, structures, or improvements constructed or made in accordance with any such plans;

(d) Grantor hereby reserves a non-exclusive, perpetual easement for the installation and maintenance of utilities (i.e., water, storm and sanitary sewers, electricity, gas and telephone) on, over, under and across the easement areas shown on the Plat. The foregoing easements shall be for the benefit of the owners of the Lots in Bellevue Center (including, without limitation, Grantor and the owners of the other land which is located within the Bellevue Center development). Grantor agrees to be responsible for the installation, maintenance, repair and replacement of any facilities installed by it, including the restoration of Grantee's property,, or on its behalf, in the above easement area(s) and to perform, or cause to be performed, the same, after reasonable notice to Grantee, as expeditiously as possible with minimal interference and inconvenience with Grantee's use of the Property, and without causing a stoppage of business;

(e) Grantor hereby reserves a non-exclusive, perpetual easement for ingress and egress on, over and across the Property conveyed herein for vehicular and pedestrian traffic at entrances and exits designated on Grantee's final site plan or such substitute locations at the boundary lines of the Property as are mutually approved by Grantor and Grantee so as to permit the free flow of traffic to and from the adjoining properties for the benefit of the adjoining property owners, their successors, assigns, heirs, representatives, agents, licensees, invitees, tenants and customers;

(f) Grantor hereby reserves a non-exclusive, perpetual easement on, over and across the Property for the natural surface drainage of water from the surrounding lands in the drainage easements shown on the Plat. The foregoing easements shall be for the benefit of the owners of the Lots in Bellevue Center (including, without limitation, Grantor). Grantee hereby agrees not to change or alter the grade of the Property without Grantor's written consent (as provided in paragraphs (c) and (i) hereof);

(g) There shall be no barriers or signs located on or near the outer perimeter of the Property so as to preclude the

free flow of traffic from the adjoining property or to block or impair the visibility of Bellevue Center from any road;

(h) In connection with its development of the Property, Grantee shall install underground sprinkling of the green areas, and shall use underground electrical, telephone and other utility service. Grantee shall, at its expense, grade the Property according to its plans (as approved by Grantor) and remove all excess earth from the site; provided, however, that, if in this connection, any landscaping previously done to the Property by Grantor shall be damaged or destroyed, the same shall be repaired or replaced by Grantee at its expense.

(i) Grantee shall not make material alterations, restorations or additions to any building now or hereafter located on the Property, or changes in color or materials, or changes in any other site improvement, or changes in the grade of the Property unless, at least thirty (30) days before any such work is to be commenced, Grantor will have issued its written approval of the exterior design and site plans for such alterations, additions, improvements, restorations, or changes; provided, however, the foregoing will, in no event, apply to maintenance work and repairs.

(j) Grantee shall maintain the exterior of the buildings and structures located on the Property and the landscaping, parking areas and driveways in a clean and neat condition equal to or better than the standard of maintenance then in effect at Bellevue Center. In the event Grantee shall fail to comply with the foregoing, Grantor shall have the right, but not the obligation, to enter upon the Property and perform such maintenance obligations, if Grantee fails to commence such maintenance within thirty (30) days after written notice from Grantor, or if Grantee commences such work but fails to complete the same within a reasonable time thereafter. Any and all expenses incurred by Grantor in the performance of any work permitted pursuant to the foregoing shall be paid by Grantee immediately after written demand therefor from Grantor;

(k) No signs, decals, placards, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description (collectively, the "signs") shall be constructed, installed or placed anywhere within the Property unless Grantor first approves the same, in writing. Grantor's approval rights shall extend to all aspects of the signs, including the dimensions, material, content, location, quality, color, design and number of the same. The restrictions set forth in this sub-paragraph (k) shall apply to all signs on the Property, whether the same are located outside of the building to be constructed on the Property, on the exterior of such building, or within the interior of such building (if visible from anywhere outside of the building), and whether the same are temporary or permanent in nature;

(l) From and at all times after the date of this Agreement, Grantee shall (i) cooperate and join in with Grantor, at Grantor's sole cost and expense, in any platting of the Property or any part thereof, including without limitation, by signing any and all petitions, applications, plats or other instruments required by Grantor and/or attending any and all public hearings, and (ii) not hinder or object to any such platting. The foregoing contemplates the good faith cooperation of Grantee as and to the extent Grantor shall deem necessary and/or desirable to facilitate such platting;

(m) Grantee's only access to the Property shall be from the ring road of the Bellevue Center, which road provides access to US Highway 70. In order to provide suitable maintenance and repair for the ring road and other exterior common

areas which provide benefit to the Property, Grantee shall pay to Grantor (or its successors or assigns, who may assume the maintenance of the ring road), in the manner hereinafter provided, an annual charge initially equal to One Thousand One Hundred Fifty and No/100 Dollars ($1,150.00) per acre of land contained in the Property, which shall be deemed to be Grantee's proportionate share of all costs and expenses of any kind and nature paid or incurred by Grantor, or its successors or assigns, in operating, policing and protecting, lighting, repairing, replacing and maintaining those portions of the common areas which are exterior to the shopping center buildings, as the term "Common Areas" is defined in that certain Construction, Operation and Reciprocal Easement Agreement, dated as of December 1, 1988, by and among Bellevue Associates, a Tennessee general partnership, Mercantile Properties, Inc., The Castner-Knott Dry Goods Co., Dillard Department Stores, Inc. and Construction Developers, Incorporated, of record in Book 7762, page 492, Register's Office for Davidson County, Tennessee.

This annual charge shall be calculated on a calendar year basis. Accordingly, Grantee may, depending on the date hereof, pay only a prorated portion of any annual charge for the first calendar year in which Grantee owns the Property, which first year's charge shall be due and payable on the date hereof. This charge will be adjusted annually on a prospective basis on January 1 of each year by a percentage equal to the percentage increase actually incurred by Grantor or its successors or assigns in connection with the maintenance of said exterior Common Areas during the preceding calendar year. Such charge shall be paid by Grantee within ten (10) days after receipt of a statement from Grantor setting forth the amount due to Grantor pursuant to the foregoing.

(n) In the event Grantee shall not have commenced and thereafter diligently pursued construction of a building on the Property within eighteen (18) months from the date hereof, then Grantor may, at its sole option, repurchase all of the Property for an amount equal to the purchase price for the Property that Grantee has paid to Grantor (as such purchase price is shown on the Closing Statement executed by Grantee and Grantor in connection with the sale of the Property to Grantee) plus interest on such amount from the date of the closing of the sale to Grantee to the date of repurchase, calculated at a rate which is equal to the prime or index rate of Grantee in effect from time to time during such period. For purposes of this paragraph (n), the phrase "commencement of construction" shall mean the installation of footings for the building to be constructed on the Property. Notwithstanding the foregoing, if Grantee is prevented from commencing construction for reasons beyond its control, including (without limitation) strikes, lack of readily available materials, extreme weather, and unavoidable casualty, then said eighteen (18) month period shall be extended for an additional length of time equal to that period by which the commencement of construction shall actually have been delayed by causes beyond Grantee's control. If Grantee has not commenced construction as reasonably determined by Grantor, Grantor shall have the right to exercise this option to repurchase by giving written notice thereof to Grantee within ninety (90) days after such eighteen (18) month period, or additional period arising from delays from causes beyond Grantee's control, shall have expired, or within ninety (90) days after Grantee fails to continuously and diligently pursue such construction after it has commenced the same. Said written notice is to be given by certified mail (return receipt requested), postage charges prepaid, and addressed to Grantee at the address set forth above, or such other address as Grantee may, from time to time, in writing, advise Grantor. In the event of such repurchase, Grantee shall pay the real estate taxes and special assessments on the Property payable for the year in which Grantor purchases

the Property pursuant to this Option and all years prior thereto, and upon receipt of said purchase price from Grantor (which amount shall be paid within sixty (60) days after the notice of exercise of said Option is given), Grantee shall convey the Property to Grantor, by Special Warranty Deed, free and clear of any liens or encumbrances placed or suffered thereon by Grantee (or its successors or assigns). Grantor shall pay the cost of the real estate transfer tax, and all fees required to be paid for recording the Deed. If Grantor does not provide Grantee with said written notice as set forth above, this Option to purchase shall terminate absolutely and Grantor will, upon request, execute and deliver to Grantee a release evidencing such termination. Once Grantee has commenced construction in the manner set forth herein, it shall diligently pursue such construction until completion. If Grantee does not diligently pursue such construction to completion, notwithstanding the fact that commencement of construction has been satisfied in Grantor's reasonable discretion, Grantor may, in all events, avail itself of any and all remedies at law and/or in equity, including, without limitation, the right to bring an action for damages against Grantee;

(o) In the event that at any time prior to the earlier of (i) the expiration of fifty (50) years following the sale of the Property to Grantee, or (ii) the date upon which Bellevue Center ceases to be operated as a regional retail shopping center, Grantee desires to sell, transfer or convey the Property and/or any interest therein and/or any improvements thereon or any part thereof (separately and collectively referred to as the "Property Interest(s)"), Grantee shall give Grantor written notice of such desire (the "Notice") prior to its offering the Property Interest(s) to any other person or entity. At the time that Grantee notifies Grantor of its desire to sell, transfer or convey the Property Interest(s), Grantee shall also offer Grantor the right to purchase the Property for an amount and on such terms and conditions as Grantee shall specify in the Notice. Grantor shall have forty-five (45) days from the date on which it receives the notice in which to accept or reject the offer from Grantee. In the event Grantor elects to purchase the Property pursuant to the terms set forth in the Notice, Grantor shall notify Grantee of its election within such forty-five (45) day period, whereupon the transfer or conveyance to Grantor shall be completed in accordance with the terms of the offer set forth in the Notice. In the event Grantor does not notify Grantee of its intention to accept the offer within such forty-five (45) day period, then Grantee shall, subject to the provisions of paragraph (p) below, be free to sell, transfer or convey the Property Interest(s) to any other person or entity (subject to the terms and provisions of these Restrictive Covenants); provided, however, that for the one (1) year period commencing on the date on which Grantor rejects the offer from Grantee, Grantee shall not sell, transfer or convey (or enter into any agreement to sell, transfer or convey) the Property Interest(s) on any terms or conditions more favorable to the transferee than those offered to Grantor in the Notice. During the forty-five (45) day period in which Grantor has the right to elect to accept the offer set forth in the Notice, Grantee shall not offer to sell or convey the Property Interest(s) to any other person or entity. In addition, during such forty-five (45) day period, Grantee shall cooperate with Grantor and provide such information to Grantor as Grantor may reasonably require in order for it to determine whether to accept or reject the offer from Grantee. Failure by Grantor to exercise any of its rights granted under this paragraph shall not extinguish, nor be deemed to constitute a waiver of the right of first offer granted hereunder in connection with any subsequent sales, transfers or conveyances of the Property Interest(s) by Grantee or its successors or assigns;

(p) In the event that Grantee receives an offer, at any time prior to the earlier of (i) the expiration of fifty (50) years following the sale of the Property to Grantee, or (ii) the date upon which Bellevue Center ceases to be operated as a regional retail shopping center, to purchase, transfer or convey the Property Interest(s), which offer Grantee shall desire to accept, then Grantee shall first offer to Grantor the right to acquire the Property Interest(s) at the same price and upon the same terms and conditions as those set forth in any offer made to Grantee for the purchase or transfer of the Property Interest(s), which Grantee deems to be acceptable. Grantee shall provide Grantor with written notice of the name of the proposed transferee and the terms and conditions of any offer to acquire the Property Interest(s) which Grantee receives. Grantor shall have twenty (20) days from the date on which it receives such written notice in which to exercise its rights under this paragraph. In the event that Grantor elects to acquire the Property Interest(s) pursuant to the terms set forth in such notice, then Grantor shall notify Grantee of such intent within twenty (20) days from the date on which Grantor receives the notification of the proposed transfer from Grantee. In the event Grantor does not notify Grantee of its intention to acquire the Property Interest(s) within the specified time period, then Grantee shall have the right, subject to the terms and conditions of paragraph (o) above, to sell or transfer the Property Interest(s) to the proposed transferee, but only upon the same terms and conditions as are set forth in the notice to Grantor. Failure by Grantor to exercise any of its rights granted under this paragraph (p) shall not extinguish, nor be deemed to constitute a waiver of the right of first refusal granted hereunder in connection with any subsequent sales, transfers or conveyances of the Property Interest(s) by Grantee or its successors or assigns;

(q) In the event that the right of first offer granted pursuant to paragraph (o) above and/or the repurchase option granted pursuant to paragraph (n) above and/or the right of first refusal granted by paragraph (p) above shall be available to Grantor at the same time, then Grantor shall be entitled to exercise that right which it determines to be more favorable to it;

(r) Grantee acknowledges and agrees that Grantor may at any time, and from time to time, transfer and assign all or any part of its rights reserved by or granted to it hereunder, to a purchaser of the Development, without the consent of Grantee. In such event, Grantor shall deliver written notice to Grantee of such transfer and assignment. Any other assignment will require Grantee's approval;

(s) All of the foregoing shall be covenants running with the land and shall be binding upon the heirs, representatives, successors and assigns of the parties hereto. All such covenants and agreements shall remain in full force and effect for so long as the Bellevue Center continues to be operated as a regional retail shopping center. Notwithstanding the foregoing, all easements, covenants and restrictions provided above which are intended to be perpetual shall continue in perpetuity. Whenever Grantor is requested to give its consent or approval pursuant to the foregoing provisions of these Restrictions, such consent and/or approval may be given or withheld by Grantor in its sole and absolute discretion.

WP_11VBEXB

00985.
RECEIVED FOR RECORD
MAR 17 11 04 AM '93
KING COUNTY, WA



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

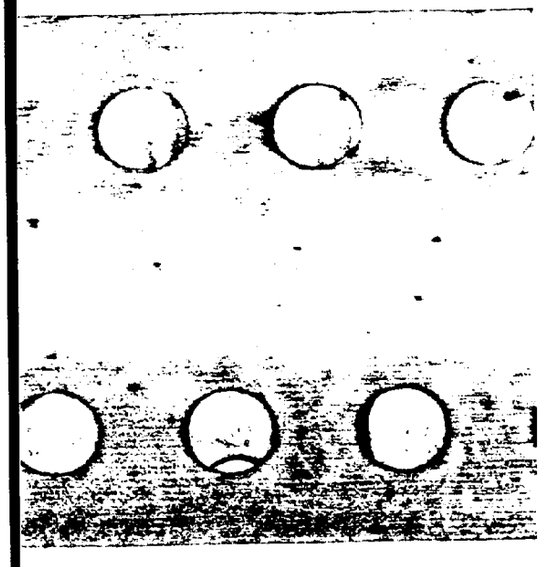
FOR _____

BOOK 8889 PAGE 671



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



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0098.5

IDENTIFICATION REFERENCE

MAR 17 11 04 AM '93

DAVIDSON COUNTY, TN

No. 630766