93-21754 (ETK) 49

BOOK 9217 PAGE 423

THIS INSTRUMENT WAS PREPARED BY
LAWYERS TITLE INSURANCE CORPORATION
424 Church Street, Suite 200, Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
TopValco, Inc. c/o The Kroger Co. (NAME)	Same (NAME)	See Attached
1014 Vine Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Exhibit C
Cincinnati OH 45202-1100 (CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

WHEREAS, the Phillips-Jackson Street Redevelopment Project Plan (the "Redevelopment Plan") has been adopted pursuant to those certain ordinances adopted by the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County, Tennessee, said ordinances being numbered 93-773, respectively (collectively the "Metro Ordinance");

WHEREAS, the Metropolitan Development and Housing Agency is the owner and holder of record of fee simple title to certain real property located within the geographic area of the Phillips-Jackson Street Redevelopment Project, as described in the Redevelopment Plan (the "Redevelopment Area"),

WHEREAS, in order to finance a portion of the acquisition costs of such Property and to provide funds for certain improvements, all as authorized pursuant to the Metro Ordinance and the provisions of Tennessee Code Annotated Sections 13-20-101 et.seq. (the "Act"), The Metropolitan Development and Housing Agency has issued its tax increment financing bond of even date herewith in the amount of $300,000.00 (the "TIF Bond");

WHEREAS, pursuant to the Redevelopment Plan and Sections 13-20-202, 13-20-204, 13-20-209 and 13-20-210 of the Tennessee Code Annotated, The Metropolitan Development and Housing Agency is authorized to sell portions of the property within the Redevelopment Area, including without limitation, the Property herein described;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and body corporate and politic organized and existing in accordance with the provision of the Act ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto THE KROGER CO. ("Grantee"), certain real property in Davidson County, Tennessee, described as follows:

"SEE EXHIBIT "A" ATTACHED"

TO HAVE AND TO HOLD the said Property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, forever.

GRANTOR covenants and binds itself and its successors to warrant specially and forever defend the title to said Property to grantee, its successors and assigns, against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the matters set forth on **EXHIBIT "B"**), but not further or otherwise.

By acceptance of this Special Warranty Deed, Grantee agrees that following completion of construction and equipping of the improvements to be built on the Property, pursuant to the requirements of the Metro Ordinance, including without limitation, the provision of Section 2 thereof and the Development Agreement between the parties dated 12-9-93. The provisions of this paragraph shall be subordinate to all mortgages, deeds of trust and other collateral documents now or hereafter imposing a lien on the Property, or any portion thereof, for the purpose of securing any financing of the construction, reconstruction or renovation of improvements on, or acquisition of, the Property and any improvements now or hereafter located thereon, or any refinancing thereof. In the event of foreclosure by any beneficiary of any such mortgage, deed of trust, or other collateral document (hereinafter individually or collectively referred to as a "Beneficiary"), or acceptance of a deed in lieu thereof, the provisions of this paragraph shall, at the option of such Beneficiary, be extinguished and shall terminate and be of no further force or effect. Notwithstanding any provision herein to the contrary, in the absence of any earlier termination as herein provided, the provisions of this paragraph shall expire and be of no further force or effect on December 31, 2024. Grantor reserves to itself the sole and exclusive right to enforce the provisions of this paragraph for the benefit of the public. In the event of Grantee's failure to provide and maintain such public pedestrian access area(s) as provided for in this paragraph, and if such failure is not cured within thirty (30) days after (1) written demand by Grantor to the Grantee or its successors or assigns specifying such event or events, and (2) similar notice to any Beneficiary who has given written notice to Grantor of its interest in the Property, said demand and notice to be provided by Grantor by hand delivery or by certified mail, return receipt requested, then Grantor shall have the right to pursue injunctive relief to remedy such failure, but there shall be no possibility of reverter and no conditions upon the continued existence of the estate hereby granted to Grantee which would under any circumstance cause the reversion, termination or defeasance of Grantee's estate. Venue for suit seeking such injunctive relief shall be in Davidson County, Tennessee. Except as expressly set forth in this paragraph, nothing contained in this Special Warranty Deed shall limit or restrict Grantee's ownership rights with respect to the Property or any portion thereof, and nothing herein contained shall create a gift or dedication of any portion of the Property to the general public or for any public purpose except as specifically set forth herein. The provisions of this paragraph shall constitute covenants running with the land which shall be subject to all of the terms and conditions hereof.

By acceptance of this Special Warranty Deed, Grantee, for itself, its successors and assigns, covenants that Grantee shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon.

Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed as a valid, binding, and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with the Redevelopment Plan, the Metro Ordinance, the Act and other applicable law.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its duly authorized officer as of the 10TH day of JAN, 1994.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Attest:

_____

STATE OF TENNESSEE }
COUNTY OF }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ -0- Exempt

_____
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE

_____ DAY OF _____ 19 ____

_____
Notary Public

MY COMMISSION EXPIRES _____

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

STATE OF TENNESSEE
COUNTY OF }

BOOK 9217 PAGE 426

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor_____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 19_____.

Commission expires_____

_____
Notary Public

STATE OF TENNESSEE
COUNTY OF }

Before me, Doris F. Davis, a Notary Public within and for the State and County aforesaid, personally appeared J. Richard Chambers and James L. Thiltgen with whom I am personally acquainted and who (his oath) (himself) upon (their several oaths) acknowledged (themselves) to be the Chairman and Executive Director respectively of the Metropolitan Development & Housing Agency the within named bargainor, a corporation, and that (he) as such Chairman (they) and Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said J. Richard Chambers as such Chairman, and attesting the same by the said James L. Thiltgen as such Executive Director

Witness my hand and official seal at office at Nashville, TN on this the 14th day of December, 19 93.

Commission expires January 23, 1994

Doris F. Davis
Notary Public

WARRANTY DEED

FROM

TO

Furnished by:

LAWYERS TITLE INSURANCE CORPORATION
Third National Financial Center
424 Church Street, Suite 200 (37219-2302)
P.O. Box 198787 (37219-8787)
Nashville, Tennessee
Tele: 615-244-0678

EXHIBIT "A"

BEGINNING at an iron pin, said pin being at the point of intersection of the westerly margin of Eighth Avenue North and the northerly margin of Monroe Street;
THENCE, with the northerly margin of Monroe Street, South 64 degrees 03 minutes 00 seconds West, 100.00 feet to an iron pin;
THENCE, leaving said margin of Monroe Street, North 25 degrees 57 minutes 00 seconds West, 70.00 feet to an iron pin;
THENCE, South 63 degrees 28 minutes 39 seconds West, 175.93 feet to an iron pin;
THENCE, South 73 degrees 55 minutes 38 seconds West, 244.17 feet to an iron pin;
THENCE, leaving said margin of Monroe Street, North 46 degrees 45 minutes 00 seconds West, 319.10 feet to an iron pin;
THENCE, North 43 degrees 38 minutes 40 seconds East, 150.00 feet to an iron pin in the southerly margin of Ninth Avenue North;
THENCE, with said margin of Ninth Avenue North, South 46 degrees 45 minutes 00 seconds East, 11.12 feet to an iron pin;
THENCE, leaving said margin of Ninth Avenue North, with the southerly margin of Taylor Street, North 43 degrees 12 minutes 14 seconds East, 482.96 feet to an iron pin;
THENCE, along a curve to the right with a central angle of 110 degrees 50 minutes 46 seconds, and a radius of 25.00 feet, a distance of 48.37 feet to an iron pin, said pin being in the westerly margin of Eighth Avenue North;
THENCE, with the westerly margin of Eighth Avenue North, South 25 degrees 57 minutes 00 seconds East, 598.83 feet to a point of beginning, containing 6.0365 acres, more or less.

SAID legal description taken from a survey prepared by Chester-Davis-Heinze, Inc. dated September 3, 1993.

BEING the same property conveyed to Metropolitan Development and Housing Agency by deed of Record in Book 9217, page 417, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description, but expressly **EXCLUDED** therefrom are the following three parcels:

PARCEL 1:

BEGINNING at an iron pin, said pin being at the point of intersection of the northeasterly margin of Ninth Avenue North, and the northerly margin of Monroe Street;
THENCE, with the northerly margin of Monroe Street, South 73 degrees 55 minutes 38 seconds West, 69.76 feet to an iron pin, said pin being in the southwesterly margin of Ninth Avenue North;
THENCE, with said margin of Ninth Avenue North, North 46 degrees 45 minutes 00 seconds West, 359.92 feet to an iron pin;
THENCE, leaving the southwesterly margin of Ninth Avenue North, North 43 degrees 12 minutes 14 seconds East, 60.00 feet to an iron pin in the northeasterly margin of Ninth Avenue North;
THENCE, with the northeasterly margin of Ninth Avenue North, South 46 degrees 45 minutes 00 seconds East, 431.56 feet to the point of beginning, containing 0.57 acres, more or less.

PARCEL 2:

BEGINNING at an iron pin in the northeasterly margin of Ninth Avenue North;
THENCE, with said margin of Ninth Avenue North, North 46 degrees 45 minutes 00 seconds West, 37.79 feet to an iron pin;
THENCE, leaving said margin of Ninth Avenue North, North 64 degrees 02 minutes 59 seconds East, 171.16 feet to an iron pin;
THENCE, North 46 degrees 45 minutes 00 seconds West 378.27 feet to an iron pin in the southeasterly margin of Taylor Street;
THENCE, with said margin of Taylor Street North 43 degrees 12 minutes 14 seconds East, 15.00 feet to an iron pin;
THENCE, leaving said margin of Taylor Street, South 46 degrees 45 minutes 00 seconds East, 383.98 feet to an iron pin;
THENCE, North 64 degrees 02 minutes 59 seconds East, 129.28 feet to an iron pin in the westerly margin of Eighth Avenue North;
THENCE, with said margin of Eighth Avenue North, South 25 degrees 57 minutes 00 seconds East, 15.00 feet to an iron pin;
THENCE, leaving said margin of Eighth Avenue North South 64 degrees 02 minutes 59 seconds West 289.04 feet to an iron pin;
THENCE, along a curve to the left with a central angle of 110 degrees 47 minutes 59 seconds, and a radius of 20.00 feet, a distance of 29.01 feet to the point of beginning, containing 0.2417 acres, more or less.

PARCEL 3:

BEGINNING at an iron pin, said pin being at the point of intersection of the westerly margin of Eighth Avenue North and the southwesterly margin of Delta Avenue;
THENCE, with said margin of Delta Avenue, North 46 degrees 45 minutes 00 seconds West, 326.95 feet to an iron pin, said pin being in the southerly margin of Taylor Street;
THENCE, with said margin of Taylor Street, North 43 degrees 12 minutes 14 seconds East, 87.96 feet to an iron pin;
THENCE, along a curve to the right, with a central angle of 110 degrees 50 minutes 46 seconds, and a radius of 25.00 feet, a distance of 48.37 feet to an iron pin in the westerly margin of Eighth Avenue North;
THENCE, with the westerly margin of Eighth Avenue North, South 25 degrees 57 minutes 00 seconds East, 313.58 feet to the point of beginning, containing 0.4593 acres, more or less.

EXHIBIT "B"

1. 1993 Taxes, a lien, which are not yet due and payable.

2. Restrictions as contained in Book 9183, page 130.

EXHIBIT C

MAP & PARCEL

TRACT 1:	**81-12-420**
TRACT 2:	**81-12-424.01**
TRACT 3:	**81-12-430**
TRACT 4:	**81-12-428**
TRACT 5:	**81-12-431**
TRACT 6:	**81-12-418**
TRACT 7:	**81-12-400**
TRACT 8:	**81-12-401**
TRACT 9:	**81-12-436**
TRACT 10:	**81-12-434**
TRACT 11:	**81-12-435**
TRACT 12:	**81-12-398** **81-16-183.01**
TRACT 13:	**81-12-432**
TRACT 14:	**81-12-147**
TRACT 15:	**81-12-437**
TRACT 16:	**81-12-416**
TRACT 17:	**81-12-149**
TRACT 18:	**81-12-433**
TRACT 19:	**81-12-399**
TRACT 20:	**81-12-426 & 427**
TRACT 21:	**81-12-421 & 424**

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IDENTIFICATION

94 JAN 11 AM 10:15

FEE