Box 49

THIS INSTRUMENT PREPARED BY:
Boult, Cummings, Conners & Berry, PLC(BW)
414 Union Ave., Suite 1600
Nashville, TN 37219

BOOK 10722 PG 101

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Butler Real Estate, Inc. BMA Tower One Penn Valley Park Kansas City, Missouri 64108	Map 163 -- A portion of Parcels 345 and 346	same as Owner

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

This Indenture, made as of the date set forth below, between ***HICKORY DOWNS DEVELOPMENT, INC.***, a Delaware corporation, of the County of Davidson and State of Tennessee, whose mailing address is c/o American General Land Development, Inc., 2929 Allen Parkway, 40th Floor, Houston, Texas 77019, Attn: Director of Real Estate ("Grantor"), and ***BUTLER REAL ESTATE, INC.***, a Delaware corporation, whose mailing address is BMA Tower, One Penn Valley Park, Kansas City, Missouri, 64108 ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which consideration is hereby confessed and acknowledged, has **GRANTED, BARGAINED, SOLD** and **CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL** and **CONVEY** to Grantee (a) that certain real property, more particularly described on **Exhibit "A"** attached hereto; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to as the "Subject Property."

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated and (b) the matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "Permitted Exceptions").

EXCEPT AS TO (i) THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN AND (ii) ANY WARRANTY MADE BY GRANTOR IN THAT CERTAIN COMMERCIAL LAND PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GARDEN RIDGE, L.P. (THE "CONTRACT"), WHICH, PURSUANT TO TERMS OF THE CONTRACT, SURVIVES THE DELIVERY OF THIS DEED TO GRANTEE, BUT ONLY FOR A SPECIFIED PERIOD AS PROVIDED THEREIN. GRANTEE ACKNOWLEDGES THAT, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee of the aforesaid premises, that the same are free of all encumbrances (subject, however, to the Permitted Exceptions and the matters herein stated), that it has good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Conveyance of the Subject Property is subject to the following:

1. **Use Restrictions.** The Subject Property and the improvements constructed thereon are subject to that certain Supplemental Declaration of Protective Covenants of record in Book 10722, page 95, Register's Office for Davidson County, Tennessee, together with such other restrictions or encumbrances as set forth in Exhibit B attached hereto.

2. **Right of First Refusal.** Grantor hereby reserves the exclusive right to repurchase the Subject Property from Grantee if Grantee does not desire to construct the Improvements (defined below) on the Subject Property and intends to sell the Subject Property to any third party in its unimproved condition.

If Grantee offers the Subject Property for sale, exchange or other form of conveyance prior to the commencement of construction of the Improvements and Grantee shall have received an acceptable bona fide written offer (the "Sales Offer," which Sales Offer must state a purchase price payable in cash and/or on terms that can be matched by Grantor) for the sale of the Subject Property to a third party, Grantee shall first offer the Subject Property to Grantor, and Grantor shall have a period of thirty (30) days after Grantee shall have given Grantor notice and a copy of the Sales Offer in which to accept or reject Grantee's offer to repurchase the Subject Property. If Grantor accepts Grantee's aforesaid offer, Grantor shall repurchase the property on the same terms and conditions as contained in the Sales Offer or for cash, provided, however, in no event shall Grantor be obligated to pay as the purchase price in connection with said Sales Offer an amount in excess of the purchase price paid by Grantee for purchase of the Subject Property from Grantor (the "Purchase Price"). If Grantor fails or refuses, within such thirty (30) day period, to give Grantee written notice as to whether Grantor accepts or rejects such offer, Grantor shall be deemed to have rejected such offer. The repurchase shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Subject Property to Grantor, subject only to the Permitted Encumbrances. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Company, through its agent, Boult, Cummings, Conners & Berry, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be paid for as specified in the Sales Offer. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein

created and that any contract or sale made in violation of this Deed shall be null and void. If Grantor rejects Grantee's offer to sell the Subject Property, Grantee shall have a period of ninety (90) days from the date of Grantor's rejection to consummate the sale of the Subject Property to a third party on terms no more favorable than contained in the Sales Offer without again being required to offer the Subject Property to Grantor. In the event that Grantor timely exercises its option to repurchase the Subject Property pursuant to this Section 2 but thereafter fails to complete its repurchase of the Subject Property in accordance with this Section 2, then, in such event, Grantor shall have no further right to repurchase the Subject Property pursuant to this Section 2. Provided that Grantee commences construction in accordance with the terms hereof, Grantor's right of first refusal pursuant to this Section 2 shall automatically expire upon the date of commencement of construction, as defined below.

If Grantee commences construction and certifies the same in writing to Grantor, Grantor agrees, upon Grantee's written request, to deliver promptly to Grantee a duly executed and acknowledged release, releasing Grantor's right of first refusal as set forth herein.

3. **Repurchase Option.** Grantee has represented and warranted to Grantor, and Grantor has relied on such representation and warranty in connection with the conveyance of the Subject Property herein to Grantee, that Grantee shall commence construction of the Improvements on the Subject Property on or before twelve (12) months following the date hereof (the "Construction Commencement Date"). If Grantee has not, on or before the Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee) commenced construction of the Improvements, then Grantor may require Grantee, as its sole remedy pursuant to this Section 3, to reconvey the Subject Property to Grantor for an amount not to exceed the Purchase Price, payable in cash at the closing of the repurchase of the Subject Property. Grantor shall not be obligated to (i) reimburse Grantee for any taxes or maintenance charges paid by Grantee with respect to the Subject Property or any other sums paid by Grantee in connection with the purchase of the Subject Property or (ii) pay Grantee any interest on the Purchase Price paid by Grantee.

If Grantee has not commenced construction of the Improvements on the Subject Property on or before the Construction Commencement Date, Grantor or its nominee shall have a period of six (6) months after the required Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee), to exercise the aforesaid option to purchase, provided that Grantee has not commenced construction of the Improvements on the Subject Property prior to Grantor's exercise of such repurchase option. Grantor shall be deemed to have exercised such repurchase option upon notifying Grantee, in writing, of its intent to exercise such repurchase option, provided that if Grantee commences construction of the Improvements prior to receipt of such notification from Grantor, Grantor shall no longer have the right to exercise such repurchase option. The repurchase shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Subject Property to Grantor or its nominee, subject only to the Permitted Encumbrances and any other exceptions to which Grantor may have consented, in writing. Grantee shall also execute any other documents that may be

necessary or required to reconvey the Subject Property to Grantor. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Company, through its agent, Boult, Cummings, Conners & Berry, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be payable in accordance with local custom for the closing of similar transactions in Davidson County, Tennessee. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein created and that any contract or sale made in violation of this Deed shall be null and void. This provision shall be binding on Grantee, its successors, and assigns.

If the aforementioned notice of exercise of Grantor's option to purchase the Subject Property in the manner specified in the immediately preceding paragraph shall not be so given by Grantor to Grantee on or before the expiration of such six (6) month period as aforesaid, Grantor's option to exercise the purchase of the Subject Property because of Grantee's failure to commence construction on or before the Construction Commencement Date shall thereupon cease and terminate.

Grantor agrees, upon Grantee's written request, to deliver to Grantee a duly executed and acknowledged release, releasing Grantor's option to repurchase the Subject Property for failure to commence construction on or before the Construction Commencement Date in the event either: (i) Grantee commences construction on or before the Construction Commencement Date, and certifies to the same in writing to Grantor, prior to the time Grantor exercises its option to purchase the Subject Property for Grantee's failure to commence construction on or before the Construction Commencement Date; or (ii) Grantor fails to exercise its option within the time and in the manner set forth herein.

For purposes of this Deed, "commencement of construction" or "commences construction" shall mean and shall be conclusively established by the pouring of foundation for the improvements comprising a retail building in excess of 120,000 square feet ("Improvements") together with delivery to the Grantor of an as-built survey locating the foundation of the Improvements on the Subject Property.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the 15 day of December, 1997.

HICKORY DOWNS DEVELOPMENT, INC., a Delaware corporation

By: _____
Name: N. LARRY MASK
Title: PRESIDENT

"GRANTOR"

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

APPROVED
AS TO CONTRACT COMPLIANCE
PER SPM NO. 132
LAW DEPARTMENT
AGC
CONTROL NO. RE97-566
DATE 12/12/97
SIGNED: _____

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

BUTLER REAL ESTATE, INC.

By: _____
Name: THOMAS J HALL
Title: PRESIDENT

"GRANTEE"

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

STATE OF ~~TENNESSEE~~ MISSOURI

COUNTY OF ~~DAVIDSON~~ JACKSON

The actual consideration or value, whichever is greater, for this transfer is $2,041,240.00.

_____
Affiant

Subscribed and sworn to before me this 12TH day of DECEMBER, 1997.

SUSAN Y. SCHEERER NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

_____
Notary Public

My Commission Expires: April 5, 1999

0451144.03
001710-042 12/11/97

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 10722 PG 108

BEFORE ME, the undersigned authority, on this day personally appeared W. Larry Mask, President of **HICKORY DOWNS DEVELOPMENT, INC.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this 12 day of December, 1997.

DAVID MC GINNIS
Notary Public, State of Texas
My Commission Expires
JULY 31, 2001

Print Name: David McGinnis
(Notary Public)

My Commission Expires:

7/31/2001

(AFFIX NOTARY SEAL)

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of BUTLER REAL ESTATE, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this _____ day of _____, 1997.

Print Name: _____
(Notary Public)

My Commission Expires:

(AFFIX NOTARY SEAL)

0451144.03
001710-042 12/11/97

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of **HICKORY DOWNS DEVELOPMENT, INC.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this _____ day of _____, 1997.

_____
Print Name: _____
(Notary Public)

My Commission Expires:

_____

(AFFIX NOTARY SEAL)

STATE OF MISSOURI §
§
COUNTY OF JACKSON §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS J. HALL, the PRESIDENT of BUTLER REAL ESTATE, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this 12TH day of DECEMBER, 1997.

Susan Y. Scheerer
Print Name: SUSAN Y. SCHEERER
(Notary Public)

My Commission Expires:
April 5, 1999

SUSAN Y. SCHEERER
NOTARY PUBLIC
NOTARY SEAL
STATE OF MISSOURI

(AFFIX NOTARY SEAL)

SUSAN Y. SCHEERER
Notary Public, State of Missouri
Commission Expires April 5, 1999

0451144.03
001710-042 12/11/97

Exhibit "A"

TRACT ONE:

Being a tract of land lying in Davidson County, Tennessee and being more particularly described as follows;

Beginning at an existing iron rod at the intersection of the southerly property line of the property of Hickory Hollow Limited, as of record in Deed Book 7034, page 488, at the Register's Office for Davidson County, Tennessee, and the westerly right-of-way line of Crossings Boulevard, 100 feet in width;

Thence with the westerly right-of-way line of Crossings Boulevard along a curve to the left, with an arc length of 819.54 feet, the central angle of which is 20 deg 03 min 03 sec, the radius of which is 2341.83 feet, the chord of which is South 31 deg 04 min 53 sec East, 815.36 feet to an iron rod set;

Thence leaving the westerly right-of-way line of Crossings Boulevard with a severance line through the property of Hickory Downs Development, Inc., as of record in Deed Book 9534, page 423, at the Register's Office for Davidson County, Tennessee South 45 deg 08 min 44 sec West, 403.63 feet to an iron rod set in the easterly right of way line of Interstate 24, width varies;

Thence with the right-of-way line of Interstate 24 North 41 deg 47 min 27 sec West, 29.34 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 403.81 feet, the central angle of which is 03 deg 55 min 18 sec, the radius of which is 5899.58 feet, the chord of which is North 43 deg 45 min 06 sec West, 403.73 feet to an existing iron rod;

Thence North 45 deg 50 min 15 sec West, 101.55 feet to an existing iron rod;

Thence North 36 deg 45 min 39 sec West, 119.48 feet to an existing concrete monument;

Thence North 28 deg 24 min 36 sec West, 144.53 feet to an existing concrete monument;

Thence North 24 deg 22 min 22 sec West, 400.00 feet to an existing concrete monument;

Thence North 32 deg 00 min 06 sec West, 101.51 feet to an existing concrete monument;

Thence leaving the easterly right-of-way line of Interstate 24 with the southerly property line of Hickory Hollow Limited South 84 deg 01 min 53 sec, 347.45 to an existing iron rod;

Thence South 81 deg 16 min 30 sec East, 253.29 feet to the point of beginning. Containing 490,212 square feet (11.254 acres more or less).

Being part of the same property conveyed to Hickory Downs Development, Inc., as of record in Deed Book 9534, page 423, at the Register's Office for Davidson County, Tennessee.

TRACT TWO:

Being a tract of land lying in Davidson County, Tennessee and being more particularly described as follows:

Beginning at an existing iron rod at the intersection of the northerly property line of the property of Hickory Downs Development, Inc., as of record in Deed Book 9534, page 423, at the Register's Office for Davidson County, Tennessee and the westerly right-of-way line of Crossings Boulevard, 100 feet in width;

Thence leaving the westerly right-of-way line of Crossings Boulevard with the northerly property line of Hickory Downs Development, Inc., North 81 deg 16 min 30 sec West 253.29 feet to an existing iron rod;

Thence north 84 deg 01 min 53 sec West, 51.97 feet to an iron rod set;

Thence with a severance line through the property of Hickory Hollow Limited, as of record in Deed Book 7034, page 488, at the Register's Office for Davidson County, Tennesse, North 71 deg 01 min 03 sec East, 270.48 feet to an iron rod set in the westerly right-of-way line of Crossings Boulevard;

Thence with the westerly right-of-way line of Crossings Boulevard along a curve to the left, with an arc length of 139.72 feet, the central angle of which is 03 deg 25 min 06 sec, the radius of which is 2341.83 feet, the chord of which is South 19 deg 20 min 48 sec East, 139.69 feet to the point of beginning. Containing 18,478 square feet (0.424 acres more or less).

Being the same property conveyed to Hickory Downs Development, Inc. by deed from Hollow Limited, as of record in Deed Book 10722, page 90, at the Register's Office for Davidson County, Tennessee.

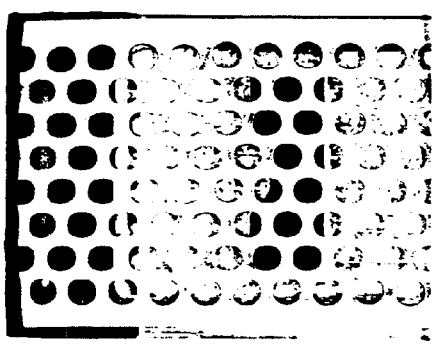
Tracts One and Two described above are also known as Lot No. 2 on the Plan of The Crossings at Hickory Hollow, Phase II, of record in Plat Book 9700, page 511, said Register's Office.

EXHIBIT B -- PERMITTED EXCEPTIONS

1. Matters shown on the plats of record in Plat Book 7900, page 39, Plate Book 7900, page 229 and Plat Book 9700, page 511, Register's Office for Davidson County, Tennessee.

2. Covenants, conditions, restrictions, reservations, easements, liens for assessments and other matters set forth in that certain Declaration of Protective Covenants and Owners Association of record in Book 7963, page 145, re-recorded in Book 7966, page 60, and amended by instruments of record in Book 8085, page 402 and Book 9730, page 957, said Register's Office.

0380471
IDENTIFICATION REFERENCE
97 DEC 16 AM 10:06
REGISTER
1525 12/16 0101 03CHECK 7601.59



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 10722 PG 113

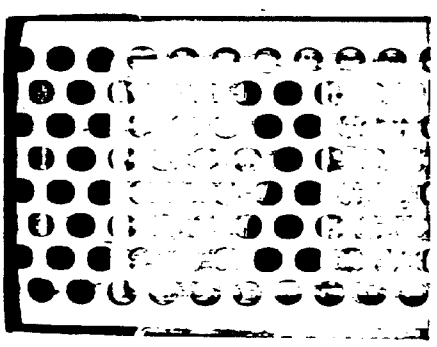
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
2041240.00
CON TX 7552.59
PRFEE 1.00
TDEED 48.00
ERR CO
MDEED 48.00
WDEED 48.00
TOTAL 7601.59
CHECK 7601.59

12/16/97 01 10:12 0001 1525

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0380471
IDENTIF. ↑ REFERENCE

97 DEC 16 AM 10:07
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

No.1232281