BOOK 10971 PG 731

This Instrument Prepared by:
Dayton Hudson Corporation
33 South Sixth Street
Minneapolis, MN 55402

NAME/ADDRESS OF NEW OWNER(S):	SEND TAX BILLS TO:
Henderson Corporation Attn: Ed Henderson P.O. Box 150 Winter Park, FL 32790	Owner
TAX MAP PARCEL NUMBER(S): MAP 163	PARCEL 273

LIMITED WARRANTY DEED

IN CONSIDERATION of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged;

DAYTON HUDSON CORPORATION, a Minnesota corporation, does hereby sell, transfer and convey unto HENDERSON CORPORATION, a Florida corporation, the following described Real Estate situated in Davidson County, Tennessee:

Lot 2, Section 7, Cloverleaf Estates, Recorded in Book 5200, Page 258, R.O.D.C.

Beginning at the northeast corner of intersection of Cane Ridge Road and Target Drive, Thence South 00°24'42" East 315.00 Feet to the true point of beginning.

Thence South 89°07' 32" East 159.72 Feet to a point
Thence South 00°30' 44" East 135.00 Feet to a point
Thence South 88°59' 44" East 154.00 Feet to a point
Thence South 22°35' 18" West 67.87 Feet to a point
Thence North 67°24' 42" West 43.62 Feet to a point

Thence with a curve to the left (having a central angle of 23°00'00" and a radius of 350.00 feet) a distance of 140.50 feet to a point

Thence south 89°35' 18" west 85.44 feet to a point

Thence with a curve to the right (having a central angle of 90° 00' 00" and a radius of 25.00 feet) a distance of 39.27 feet to a point

Thence north 00° 24' 42" west 135.00 feet to the point of beginning containing 31,222.46 square feet or 0.7168 acres.

Being part of the same property conveyed to Dayton-Hudson Corporation by Warranty Deed from Robert A. McDowell and wife, Patricia McDowell, of record in Book 5520, page 140, Register's Office for Davidson County, Tennessee.

SUBJECT TO governmental zoning and subdivision ordinances or regulations in effect thereon; to current real estate taxes; current and future installments of special assessments due but not yet payable; all other matters of record; acts of the Buyer; and the Deed Restrictions set forth on Exhibit A attached hereto.

Taxes for the Year 1998 are assumed by the Grantee(s) herein.

TO HAVE AND TO HOLD the said described Real Estate unto the said HENDERSON CORPORATION, its successors and assigns, forever in fee simple.

DAYTON HUDSON CORPORATION covenants that it has good right and lawful authority to sell and convey the said described Real Estate, and, it will forever

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IDENTIFICATION REFERENCE

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TLegal 33590

warrant and defend the same against all other lawful claims of all persons claiming the same by, through or under it, but not further or otherwise.

IN WITNESS WHEREOF DAYTON HUDSON CORPORATION has hereunto caused its official name to be signed by its duly authorized officers, on this the 27th day of MAY, 1998.

DAYTON HUDSON CORPORATION,
a Minnesota corporation

By: _____

Title: Edward J. Bierman
Vice President
Target Stores

By: _____

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 27th day of May, 19 98, before me personally appeared Edward J. Bierman ~~and~~ _____ himself with whom I am personally acquainted, and who upon oath acknowledged ~~themselves~~ to be the Vice President Target Stores ~~and~~ _____, respectively, of bargainor, and that they, as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said bargainor, by themselves as such officers.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Joanne Bezat
Notary Public

My commission expires:
Jan. 31, 2000

JOANNE BEZAT
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2000

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $187,342.84, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT - Grantor
Edward J. Bierman
Vice President
Target Stores

Subscribed and sworn to before me on this
27th day of May, 1998.

Joanne Bezat
Notary Public

My commission expires:

Jan. 31, 2000

JOANNE BEZAT
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2000

This Exhibit is Attached To and Forms A Part of That Limited Warranty Deed dated MAY 27, 1998 issued by Dayton Hudson Corporation in favor of Henderson Corporation.

EXHIBIT A

DEED RESTRICTIONS

The said Grantee by its receipt and acceptance of this conveyance covenants, agrees and acknowledges that it takes title to the Property subject to the following restrictions relating to its use and improvement, which shall be deemed covenants running with the land but which shall terminate and be of no further force and effect upon the expiration of a period of twenty (20) years from the date hereto, enforceable against the Grantee, its successors, grantees and assigns as owner of the Property and inuring to the benefit of and enforceable by the Grantor, its successors and assigns as the owners of adjacent land (the "Grantor's Tract") described at the end of this Exhibit;

A. Grantee may not erect any building on or commence site improvements to the Property until the Grantor has issued its written approval of the final exterior design plans for such building (including color scheme and materials) and of the site plan showing the finished grades, drainage scheme, location of such building and other related or supportive facilities (including landscaping, parking lot layout and exterior signing). Grantor's approval shall not be unreasonably withheld; provided, however, that the following provisions must be complied with:

(i) no building height shall exceed twenty-five (25) feet above ground level, nor contain more than one story.

(ii) no building shall be constructed, positioned, or placed within forty (40) feet of the boundary line of the Grantor's Tract;

(iii) the total gross building area of all improvements on the Property (including all floors, basements and mezzanines) shall not exceed 7,500 square feet;

(iv) all mechanical equipment (whether mounted upon the roof or on the ground) and any trash area shall be screened;

(v) all utility lines and systems shall be placed underground whenever possible;

(vi) there shall be maintained sufficient ground level, standard automobile size, parking spaces in order to comply with the following minimum requirements:

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

(a) five (5.0) parking spaces for each one thousand (1,000) square feet of floor area;

(b) if a business use contains a drive-up unit (such as remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles for each drive-up unit;

(c) for each single restaurant which has less than five thousand (5,000) square feet of floor area, then five (5) additional parking spaces for each one thousand (1,000) square feet of floor area devoted to such use;

(d) for each single restaurant which has at least five thousand (5,000) square feet of floor area, but less than seven thousand (7,000) square feet of floor area, then ten (10) additional parking spaces for each one thousand (1,000) square feet of floor area devoted to such use;

(e) for each single restaurant which has seven thousand (7,000) square feet of floor area or more, then fifteen (15) additional parking spaces for each one thousand (1,000) square feet of floor area devoted to such use.

(vii) not more than one (1) free standing identification/logo sign (pylon, monument or otherwise) shall be permitted upon the Property and such sign shall not exceed 25 feet above ground level.

(viii) none of the following shall be permitted outside of any building located upon the Property: flashing lights or spot lights; pennants or banners; or loud speakers.

Grantor shall have thirty (30) days after receipt of such plans for review. If Grantor shall take no action within said thirty (30) day period, the plans shall be deemed approved.

B. Grantee shall maintain the exterior of all buildings and the grounds in the same or better condition than the buildings and grounds located on the Grantor's Tract. Grantee shall maintain adequate ground cover on all portions of the Property in an appropriate and satisfactory appearance until development. If Grantee fails to perform such maintenance within thirty (30) days after written notice from Grantor, Grantor or its agent or assigns may enter the Property and perform such maintenance, whereupon all

expenses associated with such maintenance shall be paid by Grantee upon Grantor's demand.

C. No exterior building sign shall be:

(i) placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy, or top of the wall upon which it is mounted;

(ii) placed at any angle to the building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;

(iii) painted on the surface of any building;

(iv) flashing, moving or audible signs;

(v) signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; or

(vi) paper or cardboard signs, temporary signs (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each occupant's space a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar bits of information.

D. Grantee shall not make alterations to the exterior of any building located on the Property or changes in site improvements (except for normal maintenance) unless at least thirty (30) days before construction be commenced, Grantor shall have issued its written approval of the alterations or changes, which approval shall not be unreasonably withheld; provided, however, that the other requirements set forth in this exhibit must continue to be complied with. No such alterations or changes shall be made by Grantee from November 15 to January 15, unless an emergency exists.

E. The name "Target" shall not be used in any business or trade conducted upon the Property.

F. Grantee may use the Property only for the operation of a retail tire, battery and accessory store for the first five (5) years following the date hereof, and thereafter for any lawful retail and/or commercial purpose; provided however, that in no event shall the Property be used for any of the following purposes:

(i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building on the Property;

(ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(iii) Any "second hand" store or "surplus" store;

(iv) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Property is located;

(viii) Any automobile, truck, trailer or recreational vehicles sales, leasing, display or body shop repair operation;

(ix) Any bowling alley or skating rink;

(x) Any movie theater or live performance theater;

(xi) Any living quarters, sleeping apartments, or lodging rooms;

(xii) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);

(xiii) Any mortuary or funeral home;

(xiv) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia;

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(xv) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of the gross revenues of such business;

(xvi) Any health spa, fitness center or workout facility;

(xvii) Any flea market, amusement or video arcade, pool or billiard hall, car wash, or dance hall;

(xviii) Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business.

(xix) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant of the Property.

(xx) Any supermarket or other store, or department within a store, for the sale of food, groceries, fruit, produce, dairy products, vegetables, bakery products, meats or delicatessen products.

G. If no action is taken by Grantor to enforce the provisions of (A), (B), (C), (D) or (E) above within one (1) year of any violation or default, such violation or default shall be deemed waived by the Grantor, it being understood that such waiver shall not in any manner or form impair Grantor's right to object to any subsequent violation or default thereunder.

- Grantor's Adjacent Land -

Lot 1, Section 7, Cloverleaf Estates, Recorded in Book 7900, Page 547 Recorder's Office Davidson County, Tennessee

Being part of the same property conveyed to Dayton-Hudson Corporation by Warranty Deed from Robert A. McDowell and wife, Patricia McDowell, of record in Book 5520, page 140, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____

FOR _____

BOOK 10971 PG 738

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
187342.84
CON TX 693.16
PRFEE 1.00
WDEED 28.00
TOTAL 722.16
CHECK 722.16
06/10/98 01 14:33 0001 8821

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. # REFERENCE
98 JUN 10 PM 2:34
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 1304706