26B

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

BOOK 11208 PAGE 797

NAME/ADDRESS OF NEW OWNER(S):	SEND TAX BILLS TO:
RRP Hickory Hollow, LLC 112 Long Hollow Pike, Suite 212 Goodlettsville, TN 37072	OWNER
TAX MAP PARCEL NUMBER(S): MAP 163	PARCEL 380

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 RRP HICKORY HOLLOW, LLC, a Tennessee Limited Liability Company, the following described Real Estate situated in Davidson County, Tennessee:

Lot 2 of the First Revision of the Resubdivision of Lot 1 and Reserved Parcel "B", Section 7, Cloverleaf Estates, as of record in Plat Book 9700, Page 737, at the 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 RRP HICKORY HOLLOW, LLC, 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 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 13th day of November, 1998.

DAYTON HUDSON CORPORATION,
a Minnesota corporation

By: _____

Title: Vice President
Target Stores

05138829
IDENTIF. ↑ REFERENCE

98 NOV 17 PM 2:47
[illegible] REGISTER
DAVIDSON COUNTY, TN.

TLegal 33590

BOOK 11208 PAGE 798

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 13th day of November, 1998, before me personally appeared James Bowser ~~and~~ _____ himself, with whom I am personally acquainted, and who upon oath acknowledged ~~themselves~~ to be the Vice President and ~~authorized signers~~ 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 himself ~~themselves~~ as such officers.

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

Sylvia I. Heikkila
Notary Public

My commission expires:
January 31, 2000

SYLVIA I. HEIKKILA
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
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 $ 292,045.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

L. P. Crane Jr
AFFIANT - Grantor Corporate Counsel

Subscribed and sworn to before me on this
13th day of November, 1998.
Sylvia I. Heikkila
Notary Public

My commission expires:
January 31, 2000

SYLVIA I. HEIKKILA
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2000

8315 11/17 0101 03CHECK 1111.5

EXHIBIT A BOOK 11208 PAGE 799

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 thirty (30) 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 5,000 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:

(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 40 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 reasonable 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 restaurant for the first two (2) 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;

(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.

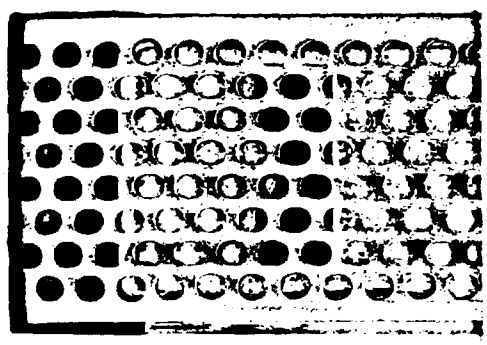
(xix) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to 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 "principally for off-premises consumptions."

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 of the First Revision of the Resubdivision of Lot 1 and Reserved Parcel "B", Section 7, Cloverleaf Estates, as of record in Plat Book 9700, Page 737, at the Register's Office for Davidson County, Tennessee



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

BOOK 11208 PAGE 804

RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

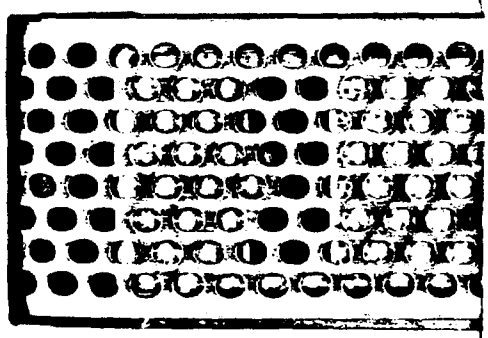
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 292045.00
CON TX 1080.57
PRFEE 1.00
WDEED 28.00
CFEE 2.00
TOTAL 1111.57
CHECK 1111.57

11/17/98 01 14:46 0001 8315

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



05/3829
IDENTIF. & REFERENCE

98 NOV 17 PM 2:47
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1373388