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U-533

This instrument was prepared by Paul W. Parmele, Esq. of The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202-1100.

SPECIAL WARRANTY DEED

NAME AND ADDRESS OF NEW PROPERTY OWNER:

Metropolitan Government
Suite 650
222 Third Avenue, N.
Nashville, Tennessee 37201

BOOK 11484 PG. 582

PERSON OR ENTITY RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAXES:

Tax Exempt - Governmental Agency

TO: **Metropolitan Government of Nashville and Davidson County, Tennessee**

FROM: **Kroger Limited Partnership I**

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $ Exempt

Affiant

Sworn to and subscribed before me, this 18th day of May, 1999.

Notary Public

My Commission Expires: May 26, 2002

99 MAY 19 AM 10:06
HILL GARTHWAITE REGISTER
DAVIDSON COUNTY, TN.

058618
REFERENCE

FOR A VALUABLE CASH CONSIDERATION, this day in hand paid, the receipt of which is hereby acknowledged, KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership, as **GRANTOR**, have bargained and sold and does hereby sell, transfer and

convey unto METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, as **GRANTEE**, its successors and assigns forever, its interest in that certain parcel or tract of land in Davidson County, Tennessee and being a part of Map Parcel No. 69-0-37, described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTOR**, its successors and assigns, forever, and **GRANTOR** does covenant with the said **GRANTEE** that **GRANTOR** is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and **GRANTOR** does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land against the lawful claims of all persons claiming by, through or under **GRANTOR**, but not otherwise; provided, however, this conveyance is made subject to all matters of record and of survey. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

GRANTOR, for itself and its successors and assigns, reserves the right to repurchase the land conveyed hereby upon the following terms and conditions, and **GRANTEE'S** acceptance of this Special Warranty Deed, evidenced by the recordation hereof, shall constitute **GRANTEE'S** acceptance of such reservation of right and the following terms and conditions thereof:

If **GRANTEE** does not begin construction of a branch library on said land containing not less than 18,000 square feet of building area or more than 24,000 square feet of building area and the improvements ancillary thereto, including without limitation utilities, parking lot, landscaping and lighting improvements (collectively, the "Library"), by December 1, 1999, or fails to complete construction of the Library by December 1, 2001, subject to delay due to force majeure, then **GRANTOR** will be permitted, at **GRANTOR'S** option, for a period of one year from and after the expiration of either of the aforementioned dates, to re-purchase said land for a sum of $462,000.00 plus the amount expended by **GRANTEE** on the physical improvements to said land for the Library as of the date **GRANTOR** elects to re-purchase said land. For purposes hereof, "force majeure" means acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unattainable labor or materials, adverse weather conditions preventing the performance of work as certified by an architect, fire or other casualty, or any other cause beyond the reasonable control of **GRANTEE**. **GRANTEE** must notify **GRANTOR** in writing of the occurrence of any force majeure event within fifteen (15) days of its occurrence or such event shall not be deemed a force majeure event. Upon completion of construction of the Library (December 1, 2001, or if

extended by force majeure), this right to repurchase shall terminate and be of no further force or effect.

IN WITNESS WHEREOF, GRANTEE has caused this Special Warranty Deed to be executed as of the 13th day of May, 1999.

GRANTOR:

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

By: KRGP INC., an Ohio corporation
general partner

By: James E. Hodge
Name: James E. Hodge
Title: Vice President

By: Thomas P. O'Brien Jr.
Name: Thomas P. O'Brien, Jr.
Title: Vice President

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

Before me, WANDA J. RAKIS, a Notary Public of said County and State, personally appeared JAMES E. HODGE and Thomas P. O'Brien, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Vice President and Vice President (or other officer authorized to execute the instrument) of KRGP INC., an Ohio corporation and the general partner of **KROGER LIMITED PARTNERSHIP I,** the within named bargainor, an Ohio limited partnership, and that they as such Vice President and Vice President executed the foregoing instrument for the purposes therein contained on behalf of the corporation and the limited partnership.

Witness my hand and seal this 13 day of MAY, 1999.

Wanda J Rakis
Notary Public

My Commission Expires: WANDA J. RAKIS
Notary Public, State of Ohio
My Commission Expires April 15, 2003

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SURVEYOR'S DESCRIPTION
TRACT "C"
METROPOLITAN GOVERNMENT OF THE CITY OF NASHVILLE & DAVIDSON COUNTY PROPERTY
(PROPOSED BORDEAUX LIBRARY SITE)

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE BOUNDED ON THE WEST BY THE EASTERLY MARGIN OF CLARKSVILLE HIGHWAY, BOUNDED ON THE NORTH BY THE JANETTE ROGERS PROPERTY (DEED BOOK 8453, PAGE 58-R.O.D.C., TN), THE WORD OF LIFE FELLOWSHIP CHURCH PROPERTY (DEED BOOK 9749, PAGE 642-R.O.D.C., TN), AND A PORTION OF THE HAYNES PARK SUBDIVISION-SECTION TWO (PLAT BOOK 4460, PAGE 51-R.O.D.C.,TN), BOUNDED ON THE EAST BY TRACT "B" OF THE KROGER LIMITED PARTNERSHIP I PROPERTY, BOUNDED ON THE SOUTH BY TRACT "A" OF THE KROGER LIMITED PARTNERSHIP I PROPERTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE EASTERLY MARGIN CLARKSVILLE HIGHWAY, SAID IRON PIN BEING 1,309.6 FEET TO THE NORTH END OF RETURN AT WEST HAMILTON ROAD;

THENCE, WITH THE EASTERLY MARGIN OF CLARKSVILLE HIGHWAY, N08°29'31'E, 375.09 FEET TO AN IRON PIN;

THENCE, A COMMON LINE WITH THE JANETTE ROGERS PROPERTY (DEED BOOK 8453, PAGE 58-R.O.D.C., TN) AND THE WORD OF LIFE FELLOWSHIP CHURCH PROPERTY (DEED BOOK 9749, PAGE 642-R.O.D.C.,TN), S81°38'02"E, 249.92 FEET TO AN IRON PIN;

THENCE, A COMMON LINE WITH THE WORD OF LIFE FELLOWSHIP CHURCH PROPERTY (DEED BOOK 9749, PAGE 642-R.O.D.C., TN), S08°16'59"W, 177.81 FEET TO AN IRON PIN;

THENCE, A COMMON LINE WITH THE WORD OF LIFE FELLOWSHIP CHURCH PROPERTY (DEED BOOK 9749, PAGE 642-R.O.D.C., TN), S81°23'39"E, 148.65 FEET TO A CONCRETE MONUMENT;

Exhibit "A"

THENCE, A COMMON LINE WITH THE HAYNES PARK SUBDIVISION-SECTION 2 (PLAT BOOK 4460, PAGE 51-R.O.D.C., TN), S81°37'17"E, 100.57 FEET TO A RAILROAD SPIKE;

THENCE, A COMMON LINE WITH TRACT "B" OF THE KROGER LIMITED PARTNERSHIP I PROPERTY, S08°29'31"W, 182.74 FEET TO AN IRON PIN;

THENCE A COMMON LINE WITH TRACT "A" OF THE KROGER LIMITED PARTNERSHIP I PROPERTY THE FOLLOWING CALLS:

THENCE, N81°30'29"W, 169.77 FEET TO A RAILROAD SPIKE;

THENCE, S08°29'31"W, 15.00 FEET TO AN IRON PIN;

THENCE, N81°30'29"W, 330.00 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

CONTAINING 3.230 ACRES, MORE OR LESS.

SUBJECT PROPERTY IS ENCUMBERED BY THE FOLLOWING:

1.) A 27-FOOT WIDE PUBLIC UTILITY EASEMENT PARALLEL AND ADJACENT TO THE ENTIRE WESTERLY BOUNDARY.
2.) A 7-FOOT WIDE RIGHT-OF-WAY RESERVATION FOR FUTURE WIDENING OF CLARKSVILLE HIGHWAY PARALLEL AND ADJACENT TO THE ENTIRE WESTERLY BOUNDARY.
3.) A 30-FOOT WIDE LANDSCAPING BUFFER PARALLEL AND ADJACENT TO THE ENTIRE NORTHERLY BOUNDARY.

Prepared By
THORNTON & ASSOCIATES, INC.
1615 HAYNES MEADE CIRCLE
NASHVILLE, TENNESSEE 37207
File No. 99-405c

00-22 KD 4420 03/14/00 0101 31750 $611.