SPECIAL WARRANTY DEED

BOOK 11522 PG. 69

FROM:	Northlake Village, L.P., a Tennessee limited partnership, Grantor	This instrument was prepared by: Warren H. Wild, Jr. Farris, Warfield & Kanaday, PLC 424 Church Street Suite 1800 Nashville, Tennessee 37219
TO:	Rochford Realty and Construction Co., Inc., a Tennessee corporation, Grantee	

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers
Rochford Realty and Construction Co., Inc. 2200 Abbott Martin Road Nashville, Tennessee 37205	Same	86-0-336

99 JUN 10 PM 12:08
[illegible] REGISTER
DAVIDSON COUNTY, TN.

05981155

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Sixteen Thousand Eight Hundred and No/100 Dollars ($116,800.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 28th day of MAY, 1999.

Notary Public

My Commission Expires: 7/27/2002

FOR AND IN CONSIDERATION OF the sum of One Hundred Sixteen Thousand Eight Hundred and No/100 Dollars ($116,800.00), evidenced by Grantee's execution and delivery to Grantor of a Promissory Note secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing for Commercial Purposes, and in further consideration of Grantee's assumption of certain leases described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Northlake Village, L.P., a Tennessee limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Rochford Realty and Construction Co., Inc., a Tennessee corporation ("Grantee"), its successors and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, described as follows, to wit:

Lot No. 1D on the resubdivision of Lot 1A, Northlake Village, of record in Plat Book 9700, page 35, Register's Office for Davidson County, Tennessee, to which plat reference is here made for a complete description.

Being a part of the property conveyed to Grantor by deed from TennSouth Properties, Ltd., a Tennessee limited partnership, recorded in Book 7986, page 664, Register's Office for Davidson County, Tennessee.

This is improved property located near the intersection of Old Hickory Boulevard and Andrew Jackson Parkway.

This conveyance is expressly made subject to the following:

1. The lien for 1999 taxes which have been prorated and will be paid by Grantee.

2. All easements, conditions and other matters shown on the Plans of Record recorded in Book 7900, page 29, to the extent applicable, as amended in Book 8403, page 255, and in Book 9700, page 35, Register's Office for Davidson County, Tennessee.

3. Restrictive covenants contained in instrument of record in Book 7671, page 959, Register's Office for Davidson County, Tennessee.

4. Terms of lease dated 8-10-87, by and between TennSouth Properties, Ltd., as landlord, and M & H Food Companies, Inc., as tenant, a memorandum of which is of record in Book 7327, page 979, as amended of record in Book 7591, page 408 and in Book 7667, page 679, and as assigned to and assumed by The Kroger Co. in Book 10082, page 118, said Register's Office,.

5. Terms of lease dated 2-19-88 by and between TennSouth Properties, Ltd., as landlord, and Hook-Super X, Inc., as tenant, a memorandum of which is of record in Book 7572, page 986, said Register's Office.

6. Terms of lease dated May 22, 1991 by and between Northlake Village, L.P., as landlord, and Frank's Nurseries, Inc., as tenant, a memorandum of which is of record in Book 8531, page 352, said Register's Office.

7. All matters that would be shown on a current survey of the Property.

8. Applicable zoning ordinances, and regulations, building restrictions, setback lines, public utility easements affecting the Property, if any.

9. Reciprocal Easement Agreement with Covenants between Grantor and The Signature Group, Inc. recorded in Book 9811, page 397, as corrected in Book 10199, page 901, in said Register's Office.

10. Conveyance and access rights to State of Tennessee as set forth in Deed recorded in Book 7658, page 108, in said Register's Office.

11. Reciprocal Easements and Restrictions Agreement of record in Book 9520, page 70, as amended by First Amendment to Reciprocal Easements and Restriction Agreement recorded in Book 10123, page 924, said amendment having been consented to by Consent recorded in Book 10123, page 929, said Register's Office.

12. Reciprocal Easement Agreement with covenants between Grantor and Grantee being recorded simultaneously herewith.

13. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing for Commercial Purposes being recorded

simultaneously herewith to secure Grantor's purchase money financing of this conveyance.

14. Memorandum of Option from Grantee to Grantor being recorded simultaneously herewith to evidence Grantor's option to repurchase the Property.

15. Lease Agreement dated as of November 18, 1998, between Grantor and West Marine Products, Inc., a California corporation (the "West Marine Lease"), a Memorandum of which is being recorded simultaneously herewith.

16. Lease dated as of May 5, 1999, between Grantor and Petco Animal Supplies, Inc., a Delaware corporation (the "Petco Lease"), a Memorandum of which is being recorded simultaneously herewith..

The West Marine Lease and the Petco Lease are herein called the "Leases".

This conveyance is further expressly made subject to the following covenants and restrictions:

(a) Except as otherwise herein provided, the Property may be used for any lawful purpose and no part of such property may be used or occupied for any unlawful business, use or purpose, or for any business, use or purpose deemed disreputable or extra-hazardous, or for any purpose or in any manner which is in violation of any future governmental laws or regulations, or for any purpose or in any manner which may in law constitute a nuisance, public or private.

(b) The Property shall not be used as a theater, disco, bowling alley, nightclub or health spa; provided however, that at such time as the restrictions set forth in the following paragraph (c) terminate, the restrictions contained in this paragraph (b) shall be amended to read as follows:

> The Property shall not at any time be used as a theater, bowling alley, health spa or entertainment business if any such use might be deemed disreputable or inconsistent with the then current use of the surrounding shopping center (now known as Northlake Village Shopping Center), or which might create a nuisance or disruption of the tenants of such shopping center.

(c) For as long as (i) any of the leases referred to as items 4, 5, and 6 on page 2 of this deed remains in full force and effect; (ii) any tenant under any of said leases, or its successors or assigns or any sublessee thereof is entitled to possession of its leased premises under any renewal or extension of any of such leases or under a new lease or under any sublease thereof; or (iii) any grocery store, drugstore, pharmacy, nursery or crafts store is operating upon the Property, the Property shall not be used as or for the operation of (a) a supermarket or other similar operation whose business is the sale of food or food products intended for off premises consumption other than sales incidental to the use of the Property as a restaurant (including take out orders); (b) a retail nursery or crafts store selling nursery or craft items including, but not limited to nursery stock, indoor live goods, annuals, Easter plants, garden supplies and equipment, crafts, Christmas trees, decorations and trimmings; or (c) a drug store or for any business having a pharmacy department requiring the service of a registered pharmacist; provided, however, Grantor, for itself and its successors and assigns, agrees not to extend the term of the Frank's Nurseries, Inc. Lease (Item 6 on page 2) (the "Frank's Lease") beyond the base or primary term and the extension or renewal terms stated therein (the "Current Maximum Term"), whether by extension of the existing lease or execution of a new lease unless, in so doing, the new lease or other document extending the Frank's Lease beyond the Current Maximum Term releases the Property from the restrictions

contained in the Frank's Lease that are described in clause (b) of this paragraph (c) effective as of the expiration of the Current Maximum Term. Moreover, in the event the Frank's Lease terminates, for any reason, the restrictions contained in clause (b) of this paragraph (c) shall lapse.

(d) Grantee will comply at all times and in all respects with all laws and ordinances relating to nuisances, health, safety and sanitation insofar as the Property and the improvements thereon and the streets and highways bounding the same are concerned, and Grantee will not by act or omission, render Grantor liable for any violation thereof. Grantee shall at all times maintain the exterior of the building and landscaping on the Property in good condition, reasonable wear and tear and damage by casualty excepted. In the event that the Property is damaged by fire or other casualty, Lessee, within a reasonable period of time after such occurrence, shall either repair and rebuild the improvements thereon or demolish the improvements and level grade the lot, at its option.

All of the foregoing restrictions shall continue for a period of fifty (50) years unless hereafter revoked or amended in writing executed by both Grantor and Grantor. Unless either party files a notice of record in the Register's Office of Davidson County, Tennessee during the final year of such fifty (50) year period expressing an intention that said restrictions terminate at the end of said fifty year period, all of the foregoing restrictions shall automatically renew and continue for periods of ten (10) years each, subject to future termination by the filing of such notice during the final year of each such extension period. By its acceptance and recording of this deed, Grantee covenants that it will not violate or permit its tenants to violate any of the covenants or restrictions contained herein.

The foregoing restrictions may be enforced by Grantor and its successors and assigns and the owner and all tenants from time to time owning or having leasehold rights in Lot 1A on the Resubdivision of Lot 1A, Northlake Village, of record in Plat Book 9700, page 35, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to Grantee, it successors and assigns, forever.

And Grantor does covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to said tract or parcel of land to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor except as to those matters set forth above to which this conveyance is expressly made subject.

Grantor assigns to Grantee the Leases and all of Grantor's rights, title, interest and obligations as landlord under the Leases. Grantee joins in the execution of this

Deed to accept this assignment of the Leases and to assume and agree to perform all obligations of landlord set forth in the Leases.

Grantee further joins in the execution of this Deed to evidence its agreement that Grantee, its successors and assigns, will be bound by the covenants and restrictions set forth herein.

Grantee confirms that (a) it sometimes does business under the name of Rochford Realty and Construction Company, Inc.; (b) it has executed certain documents being recorded simultaneously herewith using that name; and (c) Grantee and Rochford Realty and Construction Company, Inc. are one and the same entity.

Witness our hands this 28 day of May, 1999.

GRANTOR:

NORTHLAKE VILLAGE, L.P., a
Tennessee limited partnership

By: Hermitage Northlake, Inc.,
its general partner

By: _____

Title: V.P

GRANTEE:

ROCHFORD REALTY AND
CONSTRUCTION CO., INC.

By: _____

Title: Pres.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cynthia M. Knight, a Notary Public of said County and State, personally appeared Mark McDonald, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Hermitage Northlake, Inc., general partner of NORTHLAKE VILLAGE, L.P., the within named bargainor, a Tennessee limited partnership, and that he as such officer of said corporate general partner of the partnership executed the foregoing instrument for the purposes therein contained, by signing the name of NORTHLAKE VILLAGE, L.P. by himself as Vice President of Hermitage Northlake, Inc., its general partner.

Witness my hand and seal, at Office, this 28 day of May, 1999.

_____
Notary Public

My Commission Expires: 1/29/2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, DAWN M CURTIS, a Notary Public of said County and State, personally appeared JOHN T. ROCHFORD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be PRESIDENT (or other officer authorized to execute the instrument) of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within named bargainor, a corporation, and that he as such PRESIDENT executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT.

Witness my hand and seal, at Office, this 28th day of MAY, 1999.

Notary Public

My Commission Expires: 7/27/2002

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OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11522 PG. 75

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	CFEE	- COMPUTER FEE	PRFEE	- PROBATE FEE

0598155

ILLEGIBLE & REFERENCE

99 JUN 10 PM 12:09

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT
116000.00
CON TX 432.16
PRFEE 1.00
TDEED 24.00
ERR CO
TDEED 24.00-
WDEED 24.00
CFEE 2.00
TOTAL 459.16
CHECK 459.16

06/10/99 01 12:12 0001 7907

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1472367