Exhibit 3
JD

| Address New Owner: | Map-Parcel Numbers: | Send Tax Bills To: |
|---|---|---|
| W G Bellevue General Partnership<br>c/o Brookside Properties<br>224 White Bridge Road<br>Nashville, TN 37209 | Map 142, parcel 221 | owner |

This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (ACB)
414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219

BOOK 11749 PAGE 556

# SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, BELLEVUE VILLAGE SHOPPING CENTER, L.L.C. (the "Grantor") has bargained and sold, and by these presents transfers and conveys to W G BELLEVUE GENERAL PARTNERSHIP (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Matters listed on Exhibit B attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $942,290.

Affiant

Subscribed and sworn to before me this 1ST day of November, 1999.

Notary Public
My Commission Expires: 5/26/2002

0599385.01
000006-003 10/21/1999

FILED 11/15/1999 0101 02CHECK 8513.47

FILED 19 Nov 99 2:58 PM

0659162

RECORDING OFFICE

This is improved property, known as 7601 Highway 70 South, Nashville, Teenessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 27 day of octobe, 1999.

BELLEVUE VILLAGE SHOPPING CENTER, L.L.C.

By: _____

Raymond Zimmerman, Chief Manager and owner of 99.9% membership interest

STATE OF Tennessee )
COUNTY OF Davidson )

Before me, Jennifer Rucker the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Raymond Zimmerman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Manager of Bellevue Village Shopping Center, L.L.C., the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at office in Nashville, Tn., this the 29th day of October, 1999.

_____
NOTARY PUBLIC

My Commission Expires: 3/24/2001

0599385.01
000006-003 10/21/1999

EXHIBIT "A"



Land in Davidson County, Tennessee, being Lot No. 4 on the Final Plat Resubdivision of Sections One, Three and Four of Bellevue Village, of record in Book 9700, pages 696-697, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Bellevue Village Shopping Center, L.L.C., by Quitclaim Deed from Stewart F. Kresge, Trustee, of record in Book 9559, page 719, said Register's Office. Also being part of the same property conveyed to Bellevue Village Shopping Center, L.L.C., a Tennessee limited liability company, by Special Warranty Deed from Pizza Hut of America, Inc., a Delaware corporation, dated July 17, 1998, recorded July 20, 1998, in Book 11027, page 181, Register's Office for Davidson County, Tennessee.

Together with appurtenant easements over Lots 1 and 3 of the said Plat, established by Easements, Covenants and Restrictions (Shopping Center), by Bellevue Village Shopping Center, L.L.C., M&M Bellevue, L.P., and Pizza Hut of America, Inc., of record in Book 11027, page 191, said Register's Office, and by Easements, Covenants and Restrictions (Outparcels), by M&M Bellevue, L.P. and Pizza Hut of America, Inc., of record in Book 11027, page 206, said Register's Office.

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

EXHIBIT "B"



1. Final Plat Resubdivision of Sections One, Three and Four of Bellevue Village, of record in Book 9700, pages 696-697, Register's Office for Davidson County, Tennessee, shows 15-foot minimum setback line from U.S. Highway 70S, 25-foot setback line from south line, 10-foot public utility and drainage easement, 25-foot public and drainage easement, 10-foot sanitary/sewer easement, and 10-foot drainage easement.

2. Overhead Line Easements granted Metropolitan Government of Nashville and Davidson County acting by and through the Electric Power Board, of record in Book 5596, page 803, and Book 5481, page 439, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easements for sanitary sewers of record in Book 5407, page 981, Register's Office for Davidson County, Tennessee.

4. Reciprocal Easement and Development Agreement of record in Book 5364, page 790, Register's Office for Davidson County, Tennessee. Amendment to Reciprocal Easement and Development Agreement of record in Book 5579, page 493, said Register's Office.

5. Terms and provisions of Lease as referenced in Memorandum of Lease of record in Book 11027, page 249, Register's Office for Davidson County, Tennessee.

6. Ratification Agreement of record in Book 11027, page 256, Register's Office for Daivdson County, Tennessee.

7. Consent and Agreement of record in Book 11027, page 260, Register's Office for Davidson County, Tennessee.

8. Restrictive covenant contained in Memorandum of Lease between Stewart F. Kresge, Trustee, and Pic 'N Pay Shoes of Tennessee, Inc., of record in Book 5554, page 395, Register's Office for Davidson County, Tennessee.

9. Restrictive covenant contained in Lease between Stewart F. Kresge, Trustee, and Winn-Dixie Louisville, Inc., a Short Form of Lease being of record in Book 5385, page 404, Register's Office for Davidson County, Tennessee, as follows:

   (1) Landlord agrees with respect to the areas labeled "Reserved parcel 'A'" and "Reserved Parcel 'B'" as follows: Any buildings which may be constructed on said parcel shall not be allowed to exceed one story nor Twenty-two (22) feet in height nor shall exceed in building square footage 25% of the square footage of the parcel. No buildings on said parcels may be used for any business or activity which would violate the exclusive rights of Tenant as set forth in Article 28 hereof or the provisions of Article 6A hereof and may be used only for retail and service businesses. Further, Landlord agrees that pending such uses, said parcels shall be maintained as paved, or as grassed areas kept free of debris, and grass will be cut.

   (2) It is agrees that without the prior written consent of Tenant herein only retail and/or service stores shall be allowed to operate in the shopping cneter including any enlargement thereof, it being the intent of the parties hereto that no spa, bowling alley, skating rink, bingo parlor, office building, or health recreational or entertainment-type activities, or non-retail or non-service type activities, shall be permitted; provided however, office spaces containing a total of not in excess of ten thousand (10,000) square feet of gross floor area may be

permitted in the shopping center on condition however that no office spaces may be located within two hundred fifty (250) feet of the store building demised to Tenant herein.

(3) Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a supermarket in the shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly lease or rent any property located within the shopping center, or within 1000 feet of any exterior boundary thereof, for occupancy as a supermarket, grocery store, meat, fish, or vegetable market, nor will the Landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part of that person, firm, or corporation engaged in any such business without written permission of the Tenant; and Landlord further covenants and agrees not to permit or suffer any property located within shopping center to be used for or occupied by any business dealing in or which shall keep in stock or sell for off-premises consumptions any staple or fancy groceries, meats, fish, vegetable, fruits, bakery goods or frozen foods without written permission of the Tenant, except the sale of such items is not to exceed the lesser of 500 square feet of sales area or 10% of the square foot area of any storeroom within the shopping center, as an incidental only to the conduct of another business, and except the sales by a specialty ice cream store (selling "hand packed only quality bulk ice cream"), or the sale by a restaurant operation of prepared ready-to-eat food itmes, either for consumption on or off the premises shall not be deemed a violation hereof.

It is further agreed that only Tenant herein shall have the privilege of operating a delicatessan or any department or concession which would constitute the equivalent thereof in the shopping center including any enlargement thereof.

10. Easements, Covenants and Restrictions (Shopping Center) of record in Book 11027, page 191, Register's Office for Davidson County, Tennessee.

11. Easements, Covenants and Restrictions (Outparcel) of record in Book 11027, page 206, Reister's Office for Davidson County, Tennessee.

12. Survey of Ragan-Smith Associates, dated June 28, 1999, last revised November 1, 1999 shows the following encroacments:
    a. Parking spaces within 20 foot N.E.S. Easement along the northern property;
    b. Walgreen's sign within the 20 foot N.E.S. Easement on the eastern end of the northern property line; and
    c. Telephone lines within boundary of 20 foot N.E.S. Easement on the southerly protion along the eastern property line.

    The following are exceptions applicable to the land covered by the apputenant easements shown under **Exhibit "A".**

13. Final Plat Resubdivision of Sections One, Three and Four of Bellevue Village, of record in Book 9700, pages 696-697, Register's Office for Davidson County, Tennessee.

14. Easements conveyed to the State of Tennessee of record in Book 7919, page 746, Book 7919, page 749 and Book 7919, page 752, Register's Office for Davdison County, Tennessee.

15. Agreement for Dedication of Easements for water line to Harpeth Valley Utilities District of record in Book 5811, page 425, and Book 5811, page 429, Register's Office for Davidson County, Tennessee.

16. Overhead Line Easements granted Metropolitan Government of Nashville and Davidson County acting by and through the Electric Power Board, of record in Book 5596, page 803, and Book 5481, page 439, Register's Office for Davidson County, Tennessee.

17. Agreement for Dedication of Easmenets for sanitary sewers of record in Book 5407, page 981, Register's Office for Davidson County, Tennessee.

18. Sanitary Sewer Easement granted Service Merchandise company, Inc. of record in Book 8297, page 112,

Register's Office for Davidson County, Tennessee.

19. Grant of Gas Service Line or Fuel Line Easement to Nashville Gas Company of record in Book 5578, page 50, Register's Office for Davidson County, Tennessee.

20. Reciprocal Easement and Development Agreement of record in Book 5364, page 790 Reigster's Office for Davidson County, Tennessee.

21. Lease Agreements between Stewart F. Kresge, Trustee, and Walgree Co. of record in Book 5407, page 83, and Book 5579, page 534, Register's Office for Davidson County, Tennessee.

22. Amendment to Reciprocal Easement and Development Agreement of record in Book 5579, page 493, Register's Office for Davidson County, Tennessee.

23. Short Form Lease between Stewart F. Kresge, Trustee, and Winn-Dixie Louisville, Inc. of record in Book 5385, page 404, Register's Office for Daivdson County, Tennessee

24. Restrictive covenant contained in Memorandum of Lease between Stewart F. Kresge, Trustee, and Pic 'N Pay Shoes of Tennessee, Inc., of record in Book 5554, page 395, Register's Office for Davidson County, Tennessee.

25. Easements, Covenants and Restrictions (Shopping Center) of record in Book 11027, page 191, Register's Office for Davidson County, Tennessee.

26. Easements, Covenants and Restrictions (Outparcel) of record in Book 11027, page 206, Reister's Office for Davidson County, Tennessee.

27. Terms and provisions of Lease as referenced in Memorandum of Leaseof record in Book 11027, page 249, Register's Office for Daivdson County, Tennessee.

28. Ratification Agreement of record in Book 11027, page 256, Register's Office for Davidson County, Tennessee.

29. Consent and Agreement of record in Book 11027, page 260, Register's Office for Davidson County, Tennessee.

# OFFICIAL RECEIPT

**BILL GARRETT**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 11749 PAGE 562

| | | | | | |
|---|---|---|---|---|---|
| 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 |

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11/19/99 02:58 PM

CAMT
942290.00
CON TX 3486.47
PRFEE 1.00
WDEED 24.00
CFEE 2.00
TOTAL 3513.47
CHECK 3513.47

11/19/99 01 15:00 0001 3194

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

**No.** 1540851