Box 49
47322

Instr:20000825008416I Page: 1 OF 4
REC'D FOR REC 08/25/2000 12:07:37PM
RECORD FEE: $19.00
M. TAX: $0.00 T. TAX: $13116.50

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (DMS)
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-0002

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Teachers' Retirement System of the State of Kentucky 479 Versailles Road Frankfort, Kentucky 40601-3868	Walgreen Co. 300 Wilmot Road Deerfield, Illinois 60015 Attention: Tax Department	86/85

FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, HERMITAGE DEVELOPMENT, LLC, a Florida limited liability company ("Grantor"), has this day bargained and sold, and does hereby transfer and convey, unto TEACHERS' RETIREMENT SYSTEM OF THE STATE OF KENTUCKY, an independent agency and instrumentality of the State of Kentucky ("Grantee"), certain real property in Davidson County, Tennessee, as more particularly described in Exhibit A attached hereto.

TO HAVE AND TO HOLD the said real property, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining, to Grantee and its successors and assigns forever.

GRANTOR covenants and binds itself and its successors to warrant specially and forever defend the title to said real estate to Grantee and its successors and assigns against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the matters set forth on Exhibit B), but not further or otherwise.

IN WITNESS WHEREOF, Grantor caused this instrument to be executed as of the 14th day of August, 2000.

HERMITAGE DEVELOPMENT, LLC, a Florida limited liability company

By: _____
Russell F. Morris, III, Chief Manager

STATE OF Tennessee)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, Russell F. Morris, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of Hermitage Development, LLC, a limited liability company and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 14th day of August, 2000.

Mary Jan Dionne
Notary Public

MARY JAN DIONNE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TN

My Commission Expires:
5/26/02

STATE OF Tennessee)
)
COUNTY OF Davidson)

The actual consideration or value (whichever is greater) for this transfer is $ 3,545,000.

Affiant

Subscribed and sworn to before me, this 14th day of August, 2000.

Mary Jan Dionne
Notary Public

MARY JAN DIONNE NOTARY PUBLIC AT LARGE DAVIDSON CO TN

My Commission Expires:
5/26/02

EXHIBIT A

[Property Description]

Being land in the First Civil District, Eighteenth Councilmanic District, Nashville, Davidson County, Tennessee, being generally located east of Old Hickory Boulevard and north of Central Pike, and being Lot No. 2 of the plat of record in Book 11700, page 62, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

BEGINNING, at a point set in the intersection of the easterly right-of-way of Old Hickory Boulevard and the northerly right-of-way of Central Pike;

THENCE, with the easterly right-of-way of Old Hickory Boulevard along a curve to the left 160.49 feet, said curve having a radius of 2,939.79 feet, a central angle of 3 deg. 07' 40" and a chord bearing and distance of N 14 deg. 46' 33" W. 160.47 feet to an iron pin set;

THENCE, leaving said right-of-way of Old Hickory Boulevard with a severance line N 80 deg. 12' 38" E. 292.34 feet to an iron pin (set) on the westerly line of American Housing Preservation Corporation as of record in Deed Book 9932, page 898, Register's Office for Davidson County;

THENCE, with the westerly line of American Housing Preservation Corporations the following calls:

S 69 deg. 20' 05" E. 39.24 feet to an iron pin (set);

S 17 deg. 43' 28' E. 232.60 feet to an iron pin (found);

S 30 deg. 56' 55" W. 178.05 feet to an iron pin (found) on the northerly right-of-way of Central Pike;

THENCE, with the northerly right-of-way of Central Pike, along a curve to the right 35.00 feet, said'curve having a radius of 1,072.93 feet, a central angle of 01 deg. 52' 09" and a chord bearing and distance of N 55 deg. 58' 45" W. 35.00 feet to an iron pin (found);

THENCE, N 55 deg. 02' 39" W. 285.64 feet to the point of beginning.

Containing 95,495 square feet or 2.19 acres, more or less.

Being the same property conveyed to Hermitage Development, LLC, by deed of record in Book 11496, page 335, Register's Office for Davidson County, Tennessee.

TOGETHER with Easement Rights as set forth in Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, recorded in Book 11496, Page 341, as amended in Book 11731, page 901.

Together with the easement rights set forth as "Easement No. 1" and "Easement No. 2" in the instrument of record in Book 5193, page 816, Register's Office for Davidson County, Tennessee.

EXHIBIT B

[Permitted Encumbrances]

1. Taxes for the year 2000, a lien, which are not yet due and payable.

2. The Right of Ingress/Egress as described in Book 5553, page 20, as shown on survey by Barge, Waggoner, Sumner and Cannon, Inc., dated June 2, 2000, Job No. 25148-00, last revised July 25, 2000.

3. Terms and Conditions of Memorandum of Lease by and between Hermitage Development, LLC and Walgreen Co., as of record in Book 11496, page 358, as amended in Book 11741, page 820.

4. 10' Scenic Arterial Easement as depicted on survey by Barge, Waggoner, Sumner and Cannon, Inc., dated June 2, 2000, Job No. 25148-00, last revised July 25, 2000.

5. All matters shown on plat of record in Book 11700, page 62, Register's Office for Davidson County, Tennessee.

6. Ingress/Egress Easement, as described in Book 5193, page 816, Register's Office for Davidson County, Tennessee, as supplemented by Agreement Regarding Ingress/Egress Easement as of record in Book 11496, page 353..

7. Terms and Conditions of Reciprocal Easement Agreement with Covenants, Conditions, and Restrictions as set forth in Book 11496. page 341 and amended in Book 11731, page 901.

SHEETSDM/ 2124748.3