Davidson County DEEDWARR
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Fees:23.00 Taxes:1942.50
20010403-0031937

SPECIAL WARRANTY DEED

FROM: Kroger Limited Partnership I, an Ohio limited partnership, Grantor

TO: N.O.M.O.H., Ltd., an Alabama limited partnership, Grantee

This instrument was prepared by:
Robert N. Buchanan III
Stites & Harbison PLLC
424 Church Street, Suite 1900
Nashville, Tennessee 37219

Address New Owner (s)	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes	Map-Parcel Numbers
N.O.M.O.H., Ltd. 3841 Green Hills Village Drive, Suite 400 Nashville, TN 37215	Same	161-0-278 Field Book Numbers U.S.D.-00913

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Twenty Five Thousand and No/100 Dollars ($525,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 30th day of March, 2001.

Notary Public

BRENDA R. ANDES
Notary Public, State of Ohio
My Commission Expires June 20, 2003

My Commission Expires: ~~My Commission Expires June 20, 2003~~

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto N.O.M.O.H., Ltd., an Alabama limited partnership ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property known as Old Hickory Boulevard, off Edmondson Pike.

This conveyance is expressly made subject to those matters more specifically set forth on ~~Exhibit B~~ attached hereto and incorporated herein by this reference.

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

And Grantor does covenant with Grantee and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on ~~Exhibit B~~), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on ~~Exhibit B~~

Witness my hand this 30th day of March, 2001.

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

By: KRGP Inc., an Ohio corporation,
general partner

By: _____

Title: Vice President

By: Thomas P. O'Brien, Jr.

Title: Vice President

STATE OF Ohio)
COUNTY OF Hamilton)

Before me, Brenda R. Andes, a Notary Public of said County and State, personally appeared Bruce M. Gacke & Thomas P. O'Brien, 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 of KRGP Inc., an Ohio corporation, which is the general partner of Kroger Limited Partnership I, an Ohio limited partnership, the within named bargainor, and that they as such officers of the corporation, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation in its capacity as general partner of the within named bargainor, and on its behalf, by themselves as officers of the corporation.

Witness my hand and seal, at Office in Cincinnati, Ohio, this 30th day of March, 2001.

Brenda R. Andes

Notary Public

My Commission Expires: _____

NOTARIAL SEAL
STATE OF OHIO

BRENDA R. ANDES
Notary Public, State of Ohio
My Commission Expires June 19, 2001

EXHIBIT A

Property Description

The land referred to in this commitment is situated in the State of Tennessee, County of Davidson and is described as follows:

Being land in the First Civil District, Thirty-Second Councilmanic District, Nashville, Davidson County, Tennessee, located generally south of Old Hickory Boulevard and west of Edmondson Pike, being Lot 1, Revision One, Resubdivision of Lot 2, First Revision of Edmondson Crossing Shopping Center as of record in Instrument No. 200002070012628, R.O.D.C. and being more particularly described as follows:

Beginning at an iron pin found in the southerly right-of-way line of Old Hickory Boulevard at the northeast property corner of Alan D. Revelette and Candace Revelette as of record in Deed Book 11145, page 533, R.O.D.C., also being the northwest corner of the herein described lot;

Thence, with the southerly right-of-way line of Old Hickory Boulevard the following three calls:

S48°05'31"E, 29.19 feet to an iron pin found;
S51°17'49"E, 127.98 feet to a pk nail found;
S49°27'22"E, 103.37 feet to a northwest corner of Lot 2 of the above mentioned plan;

Thence, leaving said southerly right-of-way line of Old Hickory Boulevard with the westerly and northerly property line of said lot two the following three calls:

S07°40'11"W, 104.68 feet;
S17°38'07"E, 21.18 feet;
S89°05'38"W, 227.92 feet to the southwest corner of the herein described Lot 1 and being in the easterly line of Revelette;

Thence, with said easterly line of Revelette, N06°46'57"E, 194.46 feet;
Thence, N06°56'50"E, 101.90 feet to the point of beginning.
Containing 46,123 square feet or 1.06 acres, more or less.

Being part of the property conveyed to Kroger Limited Partnership I by deed of record in Book 10863, page 69, Register's Office for Davidson County, Tennessee.

Together with easements for ingress and egress to the subject property as set out in the Reciprocal Easement Agreement of record in Book 10863, page 74, said Register's Office, as amended by First Amendment to Reciprocal Easement Agreement of record as Instrument No. 20010403-0031935 in the Register's Office for Davidson County, Tennessee.

Together with easements for ingress and egress to the subject property as set out in the Declaration of Reciprocal Easements and Restrictions recorded as Instrument No. 20010105-0001952, said Register's Office, as amended by First Amendment to Declaration of Reciprocal Easements and Restrictions recorded as Instrument No. 20010222-0016791, in the Register's Office for Davidson County, Tennessee, and Second Amendment to Declaration of Reciprocal Easements and Restrictions recorded as Instrument No. 20010403-0031936 in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. All assessments and taxes due in 2001, and thereafter, a lien not yet due and payable.

2. Subject to all matters shown on the plan of record as Instrument No. 200002070012628, in said Register's Office.

3. Rights and obligations as set out in the document titled 'Reciprocal Easement Agreement' of record in Book 10863, page 74, said Register's Office. As amended by First Amendment to Reciprocal Easement Agreement of record as Instrument No. 20010403-0031935, said Register's Office. (Said document also contains use and height restrictions.)

4. Stormwater Detention Agreement of record in Book 11434, page 909, said Register's Office.

5. Agreement for Dedication of Easement for Water Mains and Appurtenances of record in Book 6416, page 937, said Register's Office.

6. Drainage easement granted to the State of Tennessee of record in Book 7913, page 755, said Register's Office.

7. Easement for the flow of Seven Mile Creek and the rights of others in and to the use of the said Seven Mile Creek.

8. Declaration of Reciprocal Easements and Restrictions recorded as Instrument No. 20010105-0001952, said Register's Office. As amended by First Amendment to Declaration of Reciprocal Easements and Restrictions recorded as Instrument No.20010222-0016791, said Register's Office, and by Second Amendment to Declaration of Reciprocal Easements and Restrictions recorded as Instrument No.20010403-0031936, said Register's Office.

9. The survey of Sawyer Land Surveying, Mark E. Sawyer, TRLS# 1649, dated October 5, 2000, shows but is not limited to the following:

   (A) An 86-ft. minimum building setback line from the centerline of Old Hickory Blvd. (established by zoning ordinance);

   (B) A pre-split rock wall along the northerly property line;

   (C) Guy wires for support of poles for overhead electric/telephone lines located near the northwest and northeast corners;

   (D) Two catch basins located near the easterly property line;

   (E) An overhead electric/telephone line running in a north/south direction across the northeast corner;

   (F) A sanitary sewer manhole located near the southeast corner of the subject property with an 8-inch sewerline contained therein extending toward the southeast from said manhole;

   (G) A 20-ft. rear yard setback line from the southerly line;

   (H) A chain link fence lying along the westerly property line;

   (I) An overhead electric/telephone line extending from the southeast corner in a westerly direction which terminates at a support pole located on the southerly line;

(J) Two 10-inch metal posts as shown on the survey located within a 60-ft. radius of the northeast corner;

(K) An electric junction box approximately 10-ft. east of the westerly line and approximately 110-ft. south of the northwest corner;

(L) A pre-split rock wall lying approximately 30-ft. east of the westerly line, extending from the southerly line to a point approximately 90-ft. south of the northerly line.