This Instrument Prepared by:
William E. Shofner, Esq.
Waller Lansden Dortch & Davis
Suite 2100, Nashville City Center
511 Union Street
Nashville, TN 37219-1760

Davidson County DEEDWARR
Recvd: 04/02/03 10:01 12pg
Fees:63.00 Taxes:2072.00
20030402-0043264

WARRANTY DEED

Address New Owner as follows:	Send Tax Bill To:	Map-Parcel Numbers:
John J. Kuczma, Jr. 1159 Blackheath Court Myrtle Beach, SC 29575	Same	Map 85: Part of Parcel 91

KNOW ALL MEN BY THESE PRESENTS, that **KOHL'S DEPARTMENT STORES, INC.,** a Delaware corporation ("Grantor"), for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold and, by these presents, transfers and conveys unto **JOHN J. KUCZMA, JR.** ("Grantee"), his heirs, representatives, and assigns, certain real property located in Davidson County, Tennessee, as more fully described in Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, together with all appurtenances and hereditaments, thereunto belonging unto Grantee, his heirs, representatives and assigns forever.

AND GRANTOR DOES COVENANT and bind itself, its successors and assigns to warrant the Property hereby conveyed and forever defend the title to the Property to Grantee, his heirs, representatives and assigns, against the lawful claims of all persons, other than claims arising out of the various matters set forth on Exhibit B attached hereto (the "Permitted Exceptions").

AS PART OF THE CONSIDERATION RECEIVED FOR THIS CONVEYANCE, Grantor does hereby grant, transfer and convey to Grantee, his heirs, representatives and assigns, as an appurtenance to the Property a temporary non-exclusive twenty (20) foot wide easement over, on and across that certain portion of real property owned by Grantor and located adjacent to the Property, as more specifically described in Exhibit C attached hereto ("Grantor's Property"), for the purpose of obtaining additional construction area in order that Grantee may be able to fill, grade and build adequately and sufficiently earth and other appropriate materials

to create and sustain slopes and embankments on the Property and all other improvements, additions, and modifications reasonably necessary for, or otherwise incorporated by Grantee into, such slopes and embankments (collectively, the "Slopes") (the "Temporary Construction Easement"). This Temporary Construction Easement shall be bound (a) on its westerly border by the Property, (b) on its southerly border by that certain real property conveyed to Donelson Christian Academy by deed of record in Deed Book 10696, page 201, Register's Office of Davidson County, Tennessee (the "DCA Property"), (c) on its easterly border by a line running parallel to and twenty (20) feet from the easterly border of the Property and (d) its northerly border by a line running parallel to and 372.23 feet from the DCA Property.

The Temporary Construction Easement shall be in full force and effect only during periods when Grantee actually constructs or causes the construction of the Slopes and shall terminate thirty (30) days after the date of final completion of the Slopes, as such date shall be determined by Grantee according to his reasonable discretion and set forth in writing executed and delivered to Grantor (the "Construction Period"); provided however, that notwithstanding anything to the contrary set forth herein, the Temporary Construction Easement shall terminate on the date that is the tenth (10) anniversary of the date of the recording of this Warranty Deed in the Register's Office for Davidson County, Tennessee.

In the event that any portion of the surface of the ground of Grantor's Property is damaged during the Construction Period, Grantee shall promptly restore, at his expense, any such damaged area to the same or similar condition existing immediately prior to such damage. This obligation to restore damaged area shall survive the termination of the Temporary Construction Easement. Grantee shall keep Grantor's Property safe, clean and free from any accumulations of trash and other debris as long as the Temporary Construction Easement remains in full force and effect.

Grantee shall indemnify and hold Grantor harmless against any and all liabilities, claims (including, without limitation, any claims for mechanics' or materialmen lines), causes of actions, costs, expenses (including reasonable attorney's fees) and other demands arising from Grantee's exercise of his rights granted hereunder pertaining to the Temporary Construction Easement. This indemnification duty shall survive the termination of the Temporary Construction Easement.

In addition, Grantor hereby grants, transfers and conveys to Grantee, his heirs and assigns, as an appurtenance to the Property, a perpetual, non-exclusive easement to drain surface water from the Property over or across Grantor's Property (the "Drainage Easement"), subject to the following terms and conditions:

(1) All final plans and specifications for the initial construction of any surface water drainage and retention system for the Property (the

"System") must be submitted to Grantor prior to the commencement of such construction. Within thirty (30) days of Grantor's receipt of such plans and specifications, Grantor must deliver to Grantee written notice whether or not Grantor accepts or rejects such plans and specifications, according to Grantor's reasonable discretion (a "Notice"). If Grantor rejects such plans and specifications timely in a Notice, Grantor must state in detail, without limitation, the grounds for such rejection. Thereafter, Grantee may amend the plans and specifications based upon the Notice and then resubmit the plans and specifications, as amended, to Grantor for review. Thereafter, Grantor shall either accept or reject such plans and specifications in the manner set forth above. If Grantor fails to either accept or reject any plans and specifications in a Notice timely, such failure shall constitute acceptance of those plans and specifications.

(2) Upon the acceptance of any such plans and specifications, whether actual or constructive (the "Plans and Specs"), Grantee shall construct the System substantially in accordance with the Plans and Specs. Grantee shall notify Grantor promptly in writing of the substantial completion of the System (the "Completion Notice"). The Completion Notice shall state, without limitation, that the construction of the System is in substantial compliance with the Plans and Specs.

(3) Within thirty (30) days of receipt of the Completion Notice, Grantor may inspect the System to determine, in its reasonable judgment, whether or not Grantee constructed the System substantially in accordance with the Plans and Specs (the "Inspection Period"). If Grantor determines, according to its reasonable judgment, that Grantee failed to construct the System substantially in accordance with the Plans and Specs, then Grantor may forward to Grantee, within the Inspection Period, written notice of such failure (a "Non-Compliance Notice"). If Grantor fails to forward to Grantee a Non-Compliance Notice within the Inspection Period, then Grantor shall be deemed to have accepted that Grantee constructed the System substantially in accordance with the Plans and Specs.

(4) Grantor shall describe in detail, without limitation, in a Non-Compliance Notice the elements of the System that Grantor contends are not in compliance with the Plans and Specs and the manner or method by which Grantee may comply with the Plans and Specs. If the issues raised by a Non-Compliance Notice issue are not amicably settled by the parties within forty-five (45) days after Grantor forwards to Grantee the Non-Compliance Notice,

then Grantee may seek resolution of such issues by one and only one method, to wit: by referring such issues, within ninety (90) days of the date that Grantor forwarded to Grantee the Non-Compliance Notice, to a regionally recognized architectural firm designated by Grantee and reasonably acceptable to Grantor, which acceptance Grantor shall not unreasonably withhold or delay; the decision of such architectural firm shall be conclusively binding upon the parties. The fees and expenses incurred in such decision shall be borne by the unsuccessful party (and if both parties are partially unsuccessful, the architectural firm shall apportion the fees and expenses between the parties based upon the degree of success of each party). If within such ninety (90) day period, Grantee fails to designate such an architectural firm, then Grantee shall reasonable comply with the Non-Compliance Notice. If, within such ninety (90) day period, Grantee designates such an architectural firm but Grantor unreasonably withholds acceptance of such firm, then Grantor shall be deemed to have accepted that Grantee constructed the System substantially in accordance with the Plans and Specs.

(5) Upon Grantor's acceptance, whether actual or constructive, of the System as substantially constructed in accordance with the Plans and Specs, Grantor may not object to the construction, maintenance, repair or replacement of the System at any time thereafter; provided, however, Grantee shall not alter or cause to be altered the System after such acceptance if such alteration would materially increase the flow of surface water onto Grantor's Property either in the aggregate or by directing the flow to a limited area. If Grantor should contend that such an alteration materially increases the flow of surface water onto Grantor's Property, then Grantor shall deliver to Grantee written notice of such increase (an "Increase Notice"). In such Increase Notice, Grantor shall, without limitation, describe in detail the alteration in the System creating such increase in the flow of surface water onto Grantor's Property, the amount of such increase, the calculations evidencing such increase and the manner and method by which Grantee should reduce such increase to the level of surface water flow onto the Property prior to such alteration. Within sixty (60) days of receipt of an Increase Notice, Grantee and Grantor shall attempt to resolve amicably the issues raised in such Increase Notice. If such issues cannot be so resolved within such period, then Grantor may seek resolution of such issues by one and only one method, to wit: by referring such issues, within one hundred and twenty (120) days of the date that

Grantor delivers to Grantee the Increase Notice, to a regionally recognized civil engineering firm designated by Grantor and reasonably acceptable to Grantee, which acceptance of such other party shall not unreasonably withhold or delay; the decision of such civil engineering firm shall be conclusively binding upon the parties. The fees and expenses incurred in such decision shall be borne by the unsuccessful party (and if both parties are partially unsuccessful, the civil engineering firm shall apportion the fees and expenses between the parties based upon the degrees of success of each party). If, within such one hundred twenty (120) day period, Grantor fails to designate such civil engineering firm, then all claims, disputes and objections set forth in the Increase Notice shall be deemed conclusively resolved against Grantor. If within such one hundred twenty (120) day period, Grantor designates such a civil engineering firm but Grantee unreasonably withholds acceptance of such firm, then Grantee shall be deemed to have accepted the claims, disputes and objections in the Increase Notice and shall promptly settle such claims and disputes and cure such objections in the method and manner set forth therein.

As long as any of the Temporary Construction Easement and the rights described hereinabove and granted or reserved herein remain in full force and effect, then the Property, Grantor's Property, the owners of fee simple title to Grantor's Property and the owners of fee simple title to the Property are subject to the following:

(a) The easements and rights granted or reserved herein and the various terms, conditions, reservations and restrictions set forth herein shall be (i) easements and covenants running with the land and (ii) binding upon and inure to the benefit of the owners of fee simple title to Grantor's Property, the owners of fee simple title to the Property and their respective heirs, representatives, successors and assigns and all those claiming by, through or under each such owner or its, his or her heirs, representatives, successors and assigns.

(b) The easements and rights granted by Grantor herein are intended to create a property interest or right only in the owners of fee simple title to the Property and their respective heirs, successors and assigns; provided, however, that each such owner may, from time to time, permit its, his or her tenants, partners, officers, directors, employees, agents, contractors, invitees, permittees, licensees and other occupants of any portion of the Property to use and enjoy such easements.

(c) Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever, except as may be expressly stated to the contrary herein.

(d) Grantee shall promptly discharge (or cause to be discharged) all liens on Grantor's Property arising out of or connected with any construction, maintenance, grading, filling, stabilizing, repair or replacement by Grantee of the Slopes or any other improvements on, in, over or across any of the easements granted herein.

(e) Grantor reserves the right to grant to others any additional easements, licenses or other rights over Grantor's Property, as it may determine in its sole discretion, provided that such additional easements, licenses or other rights so granted do not materially interfere with the easements granted herein.

(f) Grantor hereby reserves the right to use Grantor's Property for any purpose whatsoever not inconsistent with the rights conveyed to Grantee hereunder.

(g) Any notices, demands and other communications required or permitted hereunder shall be in writing and shall be effective when actually or deemed delivered to the then current record owner or owners of the parcel to whom the notice is being sent. Each such notice shall be delivered by (i) personal hand delivery; (ii) telecopy, provided that the recipient has confirmed by telephone that such telecopy was received in legible form; (iii) a nationally recognized overnight courier, such as UPS or Federal Express; or (iv) mail by certified or registered United States mail, postage prepaid, return receipt requested. Notice given by registered or certified mail shall be deemed delivered and effective upon the expiration of the fifth business day after the mailing. Notices given by any other method shall be deemed given upon receipt or attempted delivery (and, in the case of telecopy, confirmed in the manner specified above). Each party may change its address for notice by the giving of notice thereof in the manner hereinabove provided.

(SIGNATURES ON FOLLOWING PAGE)

Executed this 14th day of March, 2003.

GRANTOR:

KOHL'S DEPARTMENT STORES, INC.

By: _____
Patrick E. Peery
Senior Vice President-Real Estate

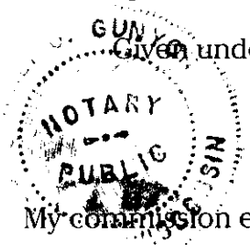
GRANTEE:

_____
John J. Kuczma, Jr.

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Before me, Heidi G. Gunyon, a notary public of the State and County aforesaid, personally appeared Patrick E. Peery, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Senior Vice President-Real Estate of KOHL'S DEPARTMENT STORES, INC., a Delaware corporation, and that he/she, as such Senior Vice President-Real Estate, being authorized so to do, executed said instrument for the purposes therein contained by signing the name of said corporation as such Senior Vice President-Real Estate.

Given under my hand and official seal this 14 day of March, 2003, A.D.



Heidi G. Gunyon
Notary Public

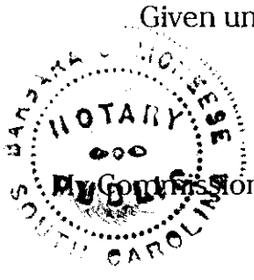
My commission expires: July 11, 2004

STATE OF SC

COUNTY OF Horry

Before me, Barbara J McKee ~~a~~ notary public of the State and County aforesaid, personally appeared John J. Kuczma, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Given under my hand and official seal this 26th day of MARCH, 2003, A.D.



Barbara J McKee
Notary Public

My Commission expires: 12-12-04

STATE OF SC
COUNTY OF Horry

The fair market value for the property hereby conveyed or actual consideration given for such conveyance, whichever is greater, is $ 560,000.00 .

Affiant

Sworn to and subscribed
before me this 24th day
of March, 2003

Barbara J McNeese
Notary Public

My commission expires: 12-12-04



Exhibit A

The Property

Being Lot 3 on the plan of Resubdivision of Lot 2, Jackson Down, Phase Four, of record in Instrument No. 200212090151252, Register's Office of Davidson County, Tennessee.

Being a portion of the property conveyed to Kohl's Department Stores, Inc. by deed from John F. Kuczma, Jr. of record as Instrument No. 20010606-0059480, said Register's Office.

Exhibit B

The Permitted Exceptions

1. 2003 Metropolitan Government Taxes – a lien, but not yet due and payable.

2. Sanitary sewers and/or storm drainage easement of record in Book 10005, page 246, Register's Office at Davidson County, Tennessee.

3. All matters shown on the replat of record as Instrument No. 200212090151252, said Register's Office.

4. Reciprocal Easement Agreement by and between John J. Kuczma, Jr. and Kohl's Department Stores, Inc., a Delaware corporation, of record as Instrument No. 20010606-0059481, said Register's Office.

5. Easements as set forth on the plan of record in Book 9700, page 526, said Register's Office.

6. Water line easement of record in Book 10005, page 243, said Register's Office.

Exhibit C

Grantor's Property

Being Lot 2 as shown on the plan of Resubdivision of Lot 2, of Jackson Downs – Phase Four, of record as Instrument No. 20021209015125 2, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being a portion of the property conveyed to Kohl's Department Stores, Inc. by deed from John J. Kuczma Jr. of record as Instrument No. 20010606-0059480, said Register's Office.