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CTLC
3.0

This instrument should be returned to:

Metropolitan Title Agency, Inc.
1800 Water Place, Suite 235
Atlanta, Georgia 30339
Attn: Ray Zemanek

Davidson County DEEDWARR
Recvd: 10/21/03 13:00 7pgs
Fees:38.00 Taxes:1998.00
20031021-0155458

Parcel Tax Information: Field Book No. 8D65544
Map 102-0
Parcel 82

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on this 13th day of October, 2003, by and between JDN REALTY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Maryland, party of the first part (hereinafter "Grantor"), and JIM N NICKS BROOKMEADE REAL ESTATE, LLC, a Tennessee limited liability company, party of the second part (hereinafter "Grantee");

WITNESSETH: That 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, the said Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the real estate situated and being in the County of Davidson, State of Tennessee described as follows (the "Property"):

> Outparcel Two of The Marketplace subdivision as shown on the Revised Unified Plat of Subdivision last revised May 4, 2001, and recorded on May 15, 2001, as Instrument No. 20010515-0050282, Register's Office for Davidson County, Tennessee, to which plat reference is made hereby for a more complete description.

Deed Reference: Book 11761, page 343
The property is unimproved.

TO HAVE AND TO HOLD the aforesaid real estate, together with any and all easements, rights-of-way, appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, its heirs, successors and assigns, in fee simple forever.

The Property is conveyed subject to those matters set forth on Exhibit "A", attached hereto and by this reference made a part hereof.

The said Grantor does hereby covenant with the said Grantee that Grantor has a good right to sell and convey the aforedescribed real estate, and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons claiming the same by,

through, or under Grantor, subject to the matters set forth on Exhibit "A" hereto, but not further or otherwise.

Grantor hereby subjects the Property to, and Grantee hereby accepts conveyance of the Property subject to, those certain restrictions set forth on Exhibit "B" attached hereto.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context thereof.

WITNESS the signature and seal of the Grantor the day and year first above written.

JDN REALTY CORPORATION
a Maryland corporation

By: _____
Name: DAVID E. WEISS
Title: VICE PRESIDENT

[CORPORATE SEAL]

STATE OF OHIO
COUNTY OF CUYAHOGA

Before me, the undersigned, a Notary Public at Large within said County and State, personally appeared David E. Weiss, to me known (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument, and acknowledged and affirmed that he is the Vice President of JDN Realty Corporation, a Maryland corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said Vice President executed the same for the purposes therein contained and acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Beachwood, Cuyahoga County, Ohio, this 13th day of October, 2003.

_____
Name: KATHLEEN MICHEL
Notary Public, State of Ohio

My commission expires: June 15, 2008

[NOTARIAL SEAL]

KATHLEEN MICHEL
Notary Public, State of Ohio
My Commission Expires June 15, 2008
Recorded in Lake County

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $540,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

JDN REALTY CORPORATION
a Maryland corporation

By: _____
Name: DAVID E. WEISS
Title: VICE PRESIDENT

Subscribed and sworn to before me this 13th day of October, 2003.

_____
Notary Public KATHLEEN MICHEL

My commission expires: June 15, 2008

[NOTARIAL SEAL]

KATHLEEN MICHEL
Notary Public, State of Ohio
My Commission Expires June 15, 2008
Recorded in Lake County

Property Address:

_____
Nashville, Tennessee _____

ADDRESS NEW OWNER AND

Mail tax bills to: (Person or Agency responsible for payment of taxes):
Jim N Nicks Brookmeade Real Estate, LLC,
1309 Briarville Road
Madison, TN 37117
Attn: _____

Exhibit A

Permitted Exceptions

Outparcel Two, The Marketplace
Davidson County, Tennessee

1. All liens for taxes and assessments applicable to the Property for the year 2003 and subsequent years.

2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions as of record in Book 11034, page 519, Register's Office for Davidson County, Tennessee.

3. Subject to all matters shown on the Plan of record in Instrument No. 20000907-0088376 and as revised in Instrument No. 20010515-0050282, said Register's Office.

4. Easement with Covenants and Restrictions Affecting Land of record in Book 11214, page 793, as supplemented in Book 11249, page 898, as amended in Book 11258, page 554 and Book 11696, page 893 and as consolidated, amended and restated in Instrument No. 20010907-0097402, said Register's Office.

5. Easement(s) recorded in Book 6910, page 571, in said Register's Office, as depicted on survey of Geosurvey, Ltd. dated May 2, 1997, last revised January 5, 1998.

6. Access and Drainage Easement Agreements of record in Instrument No. 20021024-0130487 and Instrument No. 20030113-0005133, said Register's Office.

7. All other declarations, conditions, covenants, restrictions, easements, rights of way and other matters of any nature of record in said Register's Office.

8. All zoning and building ordinances applicable to the Property.

9. All matters as would be disclosed by an accurate current ALTA/ACSM survey and inspection of the Property.

Exhibit B

Restrictive Covenants

Outparcel Two, The Marketplace
Davidson County, Tennessee

1. The Property shall not be used for the storage of any hazardous material as such term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act 42 U.S.C. § 9601 et seq., as amended ("CERCLA"), nor shall it be used for the storage of asbestos, petroleum or petroleum based products or derivatives (collectively "Hazardous Materials"). Hazardous Materials shall not be stored in tanks, drums or any other container on the Property. No underground or aboveground storage tanks shall be installed on the Property.

2. The Property shall not be used in the operation of any business for which revenue from the washing, waxing and/or detailing of automobiles exceeds twenty percent (20%) of the total annual revenue of such business.

3. For so long as the business currently identified as "Supercuts" is operating within the shopping center located on the real property described in Exhibit "B-1", attached hereto and incorporated herein, currently known as "The Marketplace" (the "Shopping Center"), the Property shall not be used as a family discount hair salon.

4. For so long as the business currently identified as "Fashion Bug" is operating within the Shopping Center, the Property shall not be used as (1) a retail store selling large or plus-size women's clothing, or (2) a retail store occupying 3,000 or more square feet selling junior, missy or women's clothing.

5. For so long as the business currently identified as "Radio Shack" is operating within the Shopping Center, the Property shall not be used for the retail sale or display of electronic equipment and components, including, without limitation, all types of telecommunication and transmitting equipment, computers and related accessories, and audio/video equipment and accessories.

6. For so long as the business currently identified as "General Nutrition Center" is operating within the Shopping Center, the Property shall not be used in the operation of any business for which revenue from the sale of vitamins, health food(s), mineral supplements, and sports nutrition supplements (not to include any smoothie, yogurt or ice cream sales concept) exceeds twenty percent (20%) of the total annual revenue of such business.

Exhibit B-1

All that tract or parcel of land being that certain tract or parcel of land located in Davidson County, State of Tennessee, and being more particularly described as follows according to a Subdivision Plat for JDN Development Company, Inc., Wal-Mart Stores, Inc. and Chicago Title Insurance Company, by Trenton D. Turk, Registered Land Surveyor Tennessee No. 1735 of GeoSurvey, Ltd., dated May 2, 1997, last revised August 18, 1998, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the northerly right-of-way line of River Road (as presently located) and the northwesterly right-of-way line of Charlotte Pike/U.S. 70 (as presently located) and running thence along said northerly right of way of River Road along the arc of a curve to the right, said arc having a radius of 2323.54 feet and an arc length of 146.73 feet and being subtended by a chord bearing South 87°33'44" West a chord distance of 146.71 feet to a point;

Thence continuing along said northerly right of way line of River Road South 85°50'11" West a distance of 119.96 feet to a point;

Thence leaving said northerly right of way line of River Road run North 14°27'31" East a distance of 546.33 feet to a point;

Thence North 74°09'18" West a distance of 496.05 feet to an open top pipe set;

Thence North 04°40'48" East a distance of 1012.07 feet to a point;

Thence South 85°15'56" East a distance of 223.71 feet to a point;

Thence South 04°44'04" West a distance of 252.01 feet to a point;

Thence South 85°16'12" East a distance of 215.00 feet to a point;

Thence run along the arc of a curve to the right, said arc having a radius of 90.00 feet and an arc length of 141.38 feet and being subtended by a chord bearing South 40°16'04" East a chord distance of 127.28 feet to a point;

Thence South 04°44'04" West a distance of 7.38 feet to a point;

Thence South 85°16'47" East a distance of 75.00 feet to a point;

Thence South 85°16'47" East a distance of 116.05 feet to a point;

Thence South 04°44'04" West a distance of 48.09 feet to a point;

Thence South 85°15'56" East a distance of 474.55 feet to a point;

Thence run along the arc of a curve to the right, said arc having a radius of 1549.00 feet and an arc length of 347.73 feet and being subtended by a chord bearing South 12°27'59" West a distance of 347.00 feet to a point;

Thence South 18°53'50" West a distance of 141.22 feet to a point.

Thence South 67°45'36" East a distance of 81.37 feet to a point;

Thence South 74°35'15" East a distance of 51.38 feet to a point;

Thence South 28°04'19" East a distance of 69.83 feet to a point;

Thence North 89°46'06" West a distance of 103.85 feet to a point;

Thence South 21°00'21" West a distance of 101.29 feet to a point;

Thence South 56°39'42" West a distance of 120.45 feet to a point;

Thence South 55°56'56" West a distance of 71.40 feet to a point,

Thence South 48°00'00" West a distance of 125.84 feet to a point;

Thence South 31°06'52" West a distance of 154.52 feet to a point;

Thence South 28°41'27" East a distance of 84.01 feet to a point located on the northerly right of way line of Charlotte Pike/U.S. 70;

Thence along the arc of a curve to the right, said arc having a radius of 1502.41 feet and an arc length of 30.40 feet and being subtended by a chord bearing South 61°06'39" West a chord distance of 30.40 feet to a point;

Thence South 89°12'20" West a distance of 75.51 feet to a point.

Thence South 65°00'00" West a distance of 115.00 feet to a point;

Thence South 25°29'42" West a distance of 38.71 feet to a point and the POINT OF BEGINNING.

Said tract or parcel of land containing 26.839 acres and being identified as the Wal-Mart Tract and Shops Tract according to aforesaid plat of survey.