FOR RECORDING PURPOSES

File No.

STATE OF OHIO

COUNTY OF HAMILTON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSACTION IS $400,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS DATE:

NOTARY PUBLIC

COMMISSION EXPIRES

JENNIFER K. GOTHARD
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C

Davidson County DEEDWARR
Recvd: 02/28/06 13:29 5 pgs
Fees:28.00 Taxes:1480.00
20060228-0022980

Special Warranty Deed

THIS INSTRUMENT PREPARED BY:	Jennifer K. Gothard Law Department The Kroger Co. 1014 Vine Street Cincinnati, Ohio 45202-1100

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER:
Cascades KR, LLC 425 Walnut Street, Suite 2100 Cincinnati, Ohio 45202	Cascades KR, LLC 425 Walnut Street, Suite 2100 Cincinnati, Ohio 45202	69/37 (p/o)

FOR AND IN CONSIDERATION OF THE SUM OF FOUR HUNDRED THOUSAND and 00/100 DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND IN OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Kroger Limited Partnership I, an Ohio limited partnership

HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO,

Cascades KR, LLC, an Ohio limited liability company

HEREINAFTER CALLED THE GRANTEE(S), THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT:

SEE ATTACHED EXHIBIT A

Together with, and subject to all covenants, conditions, easements, restrictions, and reservations of record, and all legal highways, and all taxes and assessments not yet due and payable, and further subject to the conditions and restrictions set forth on the attached EXHIBIT B.

Being the same property conveyed to Kroger Limited Partnership I, an Ohio limited partnership by Deed of record in Record Book 10694, Page 883, Register's Office for Davidson County, Tennessee.

THIS IS ( ) IMPROVED (x) UNIMPROVED PROPERTY KNOWN AS:

Clarksville Highway, Nashville, TN. 37218

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns, forever, and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons claiming by, through or under, the GRANTOR(S) but no further or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, effective as of this 23rd day of February, 2006.

Jennifer K. Gothard

Carol A. Watson

Jennifer K. Gothard

Carol A. Watson

Kroger Limited Partnership I, an Ohio limited partnership
By: KRGP Inc., an Ohio corporation, its general partner

By: Scott M Henderson

Name: Scott M. Henderson

Its: Vice President and Treasurer

APPROVED 02 22 06 LAW DEPT.

By: Paul Heldman

Name: Paul W. Heldman

Its: Vice President

APPROVED 02.22.06 LAW DEPT.

CORPORATE NOTARY ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

This instrument was acknowledged before me this 22nd day of February, 2006 by Scott M. Henderson, the Vice President and Treasurer of KRGP Inc., an Ohio corporation and general partner of Kroger Limited Partnership I, an Ohio limited partnership, on behalf of the corporation as general partner of the limited partnership.



Jennifer K. Gothard.
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

This instrument was acknowledged before me this 22nd day of February, 2006 by Paul W. Heldman, the Vice President of KRGP Inc., an Ohio corporation and general partner of Kroger Limited Partnership I, an Ohio limited partnership, on behalf of the corporation as general partner of the limited partnership.



Jennifer K. Gothard.
Notary Public

EXHIBIT A

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, bounded on the South by Tract "A" of the Kroger Limited Partnership I Property, bounded on the West by Tract "A" and Tract "C" of the Kroger Limited Partnership I Property, bounded on the North and East by Haynes Park Subdivision, Section 2 (Plat Book 4460, Page 51, R.O.D.C., TN) and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Clarksville Highway, said iron pin being 1,341.8 feet from the northerly margin of West Hamilton Road;

Thence, with the southerly boundary of Tract "C" of the Kroger Limited Partnership I Property the following calls:

Thence, S 81 deg. 30' 29" E, 330.00 feet to an iron pin;

Thence, N 08 deg. 29' 31" E, 15.00 feet to a railroad spike;

Thence, S 81 deg. 30' 29" E, 169.77 feet to an iron pin, the point of beginning for Tract "B" described herein;

Thence, a common line with Tract "C" of the Kroger Limited Partnership I Property (Proposed Bordeaux Library Site), N 08 deg. 29' 31" E, 182.74 feet to a railroad spike;

Thence, a common boundary with the Haynes Park Subdivision - Section Two (Plat Book 4460, Page 51, R.O.D.C., TN), the following calls:

Thence, S 81 deg. 37' 17" E, 499.77 feet to an iron pin;

Thence, S 08 deg. 16' 23" W, 666.61 feet to a concrete monument;

Thence, a common line with Haynes Park, Section One (Plat Book 4300, Page 115, R.O.D.C., TN), S 08 deg. 23' 05" W, 87.93 feet;

Thence, a common line with Tract "A" of the Kroger Limited Partnership I Property the following calls:

Thence, N 81 deg. 38' 05" W, 312.18 feet;

Thence, N 09 deg. 33' 46" W, 138.36 feet;

Thence, N 09 deg. 52' 47" E, 126.66 feet;

Thence, N 05 deg. 39' 54" W, 300.00 feet;

Thence, S 81 deg. 30' 29" E, 20.00 feet;

Thence, N 08 deg. 29' 31" E, 10.00 feet;

Thence, N 41 deg. 37' 54" W, 35.00 feet;

Thence, N 81 deg. 30' 29" W, 15.00 feet;

Thence, S 08 deg. 29' 31" W, 10.00 feet;

Thence, N 81 deg. 30' 29" W, 55.23 feet to an iron pin, the point of beginning.

Containing 6.926 acres, more or less.

Being a portion of the same property conveyed to Kroger Limited Partnership I, an Ohio limited partnership, by Deed of record in Book 10694, Page 883, Register's Office for Davidson County, Tennessee.

EXHIBIT B

For Nashville, TN

Deed Restrictions

Grantee covenants for itself, and its successors and assigns, that:

A. No part of the parcel or tract of land conveyed herein shall be used as a drug store or a business principally devoted to the sale of health and beauty aids, or for a pharmacy department requiring the services of a registered pharmacist, provided that this restriction shall cease to be in force or effect if the occupant of the storeroom situated on Grantor's retained adjacent land fails to operate a drug store, or pharmacy department for a period of three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of said storeroom on the retained adjacent land, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of fire or other casualty) or conditions beyond the control of the occupant of the storeroom on Grantor's retained adjacent land.

B. No part of the parcel or tract of land conveyed herein shall be used as a food store or food department, or for the sale of groceries, meats, fish, produce, dairy products, bakery products or any of them for off-premises consumption, provided that nothing herein shall prevent the sale of such products as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller, and further provided that this restriction shall cease to be in force and effect if the occupant of the storeroom on Grantor's retained adjacent land fails to conduct a business for the sale of groceries, meats, fish, produce, dairy products, bakery products or any of them for off-premises consumption, for three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of said storeroom on the retained adjacent land, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of fire or other casualty) or conditions beyond the control of the occupant of the storeroom on Grantor's retained adjacent land.

C. No part of the parcel or tract of land conveyed here shall be used as a disco, nightclub, health spa, theatre, roller skating rink, bowling alley, or any business which principally features sexually explicit products or drug paraphernalia.

D. It will not alter the common area on the parcel or tract of land conveyed herein, or improve the common area with building improvements without the consent of Grantor, or its successors and assigns.

E. No part of the parcel or tract of land conveyed herein shall be used as an establishment serving alcoholic beverages for on-premises consumption; provided however, that any such parcel or tract of land may be used (and the foregoing restriction shall not apply) in connection with: (1) a full service, sit-down

restaurant that also serves as part of its menu, alcoholic beverages for on-premises consumption; and likewise, (2) for any establishment serving alcoholic beverages for on-premises consumption, so long as the projected gross annual revenues from the sale of alcoholic beverages for on-premises consumption does not exceed forty percent (40%) of the annual gross revenues of the same.