Davidson County DEEDWARR
Recvd: 11/14/07 15:39 6 pgs
Fees:33.00 Taxes:40330.00
20071114-0133767

SPECIAL WARRANTY DEED

FROM: **J. BRYAN ECHOLS, TRUSTEE UNDER THAT CERTAIN AMENDED AND RESTATED TRUST AGREEMENT EFFECTIVE AS OF NOVEMBER 27, 1996 WITH HIGHWOODS/TENNESSEE HOLDINGS, L.P., AS BENEFICIARY,**
Grantor

This instrument prepared by:
Thomas T. Crumpler
Allman Spry Leggett & Crumpler, P.A.
380 Knollwood Street, Ste 700
Winston-Salem, NC 27103

TO: **KROGER LIMITED PARTNERSHIP I,**
an Ohio limited partnership,
Grantee

Address New Owner (s) as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers
The Kroger Co. 1014 Vine Street Cincinnati, OH 45202-1100 Attn: Rick Cardrum, Law Dept.	SAME	95-16-36.00

STATE OF ~~TENNESSEE~~ Ohio)
COUNTY OF ~~DAVIDSON~~ Franklin)

The actual consideration or value, whichever is greater, for this transfer is TEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($10,900,000.00).

George L. Smith
Affiant

SUBSCRIBED AND SWORN TO before me, this the 5th day of November, 2007.

NOTARIAL SEAL STATE OF OHIO
SYLVIA B. MURPHY
Notary Public, State of Ohio
My Commission Expires 12/02/2009

Sylvia B. Murphy
Notary Public

My Commission Expires: 12/2/2009

FOR AND IN CONSIDERATION OF the sum of TEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($10,900,000.00), the receipt and sufficiency of which are hereby acknowledged, **J. BRYAN ECHOLS, TRUSTEE UNDER THAT CERTAIN**

AMENDED AND RESTATED TRUST AGREEMENT EFFECTIVE AS OF NOVEMBER 27, 1996 WITH HIGHWOODS/TENNESSEE HOLDINGS, L.P., AS BENEFICIARY ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **KROGER LIMITED PARTNERSHIP I,** an Ohio limited partnership ("Grantee"), its heirs, 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, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property known as 2620 Elm Hill Pike, Nashville, Tennessee 37214.

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 heirs, successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its heirs, successors and assigns to warrant and forever defend the title to the Property to Grantee, its heirs, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Witness my hand this 2nd day of November, 2007.

GRANTOR:

J. Bryan Echols, Trustee under that certain Amended and Restated Trust Agreement effective as of November 27, 1996 with Highwoods/Tennessee Holdings, L.P., as Beneficiary

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, MELINDA A. GRAY, a Notary Public of said County and State J. BRYAN ECHOLS, Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 31st day of October, 2007.

MELINDA A. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 19, 2008

Notary Public
My Commission Expires: 07-19-2008

EXHIBIT A

PROPERTY DESCRIPTION

Being a parcel of land in Nashville, First Civil District, Fourteenth Councilmanic District, Davidson County, Tennessee, located on the northerly side of Elm Hill Pike, east of Emery Drive being Lot No. 1 as shown on the plan of Lakeview Ridge Office Park as of recorded in Book 6250, Page 669, R.O.D.C., as amended in Book 6200, Page 707, R.O.D.C. and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Elm Hill Pike, said point being easterly 266 feet, more or less, from the easterly right-of-way line of Emery Drive and said point also being the southeasterly corner of Lakeland Subdivision, as of record in Book 2133, Page 15, R.O.D.C.;

THENCE, leaving said right-of-way line with the easterly line of said Lakeland Subdivision, N 01° 30' 07" E, 165.28 feet to a point;

THENCE, continuing with said line N 02° 12' 40" E, 358.50 feet to a point;

THENCE, leaving said line with a southerly line of property conveyed to Lakeview Associates by deed of record in Book 6532, Page 314, R.O.D.C. the following calls:

S 88° 02' 07" E, 284.00 feet to a point;
S 76° 21' 47" E, 26.61 feet to a point;
S 12° 34' 53" W, 13.20 feet to a point;
S 77° 25' 07" E, 170.00 feet to a point;
S 88° 02' 07" E, 130.00 feet to a point;

THENCE, with a westerly line of said Lakeview Associates property S 10° 08' 46" W, 292.57 feet to a point;

THENCE, continuing with said line S 01° 50' 13" E, 168.68 feet to a point in the northerly right-of-way line of Elm Hill Pike;

THENCE, with said right-of-way line the following calls:

With a curve to the right 186.77 feet to a point, said curve having a central angle of 03° 48' 06", a radius of 2,814.78 feet, a tangent of 93.42 feet and a chord of N 89° 56' 10" W, 186.73 feet;

N 88° 02' 07" W, 30.48 feet to a point;
S 01° 57' 53" W, 10.00 feet to a point;
N 88° 02' 07" W, 357.36 feet to the point of beginning.

Containing 289,828 square feet or 6.65 acres more or less.

Being the same property conveyed to W. Fred Williams, Trustee, by Special Warranty Deed from Highwoods/Forsyth Limited Partnership, of record in Book 10273, Page 919, R.O.D.C. Also, see Declaration of Successor Trustee from W. Fred Williams, Trustee, to J. Bryan Echols, Trustee, of record as Instrument Number 20010123000694l, R.O.D.C.

Together with an easement for a common driveway as described in the Declaration of Reciprocal Easements and Restrictive Covenants, of record in Book 6677, page 218, said Register's Office, as amended in Book 7070, page 707, said Register's Office.

EXHIBIT B

ENCUMBRANCES

1. Taxes for the year 2007, a lien, which are not yet due and payable. Tax Parcel No. 095-16-0-036.00
2. If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.
3. Declaration of Reciprocal Easements and Restrictive Covenants recorded in Book 6677, page 218 in the Register's Office for Davidson County, Tennessee.

   First Amendment to Declaration of Reciprocal Easements and Restrictive Covenants recorded in Book 7070, page 707, said Register's Office.

   Second Amendment to Declaration of Reciprocal Easements and Restrictive Covenants recorded in Book 10716, page 473, said Register's Office.

   Third Amendment to Declaration of Reciprocal Easements and Restrictive Covenants recorded in Book 10974, page 162, said Register's Office.
4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage to Metropolitan Government of Nashville and Davidson County, Tennessee, recorded in Book 4671, page 267, said Register's Office.
5. Permanent drainage easement and a strip of land conveyed to Metropolitan Government by Warranty Deed recorded in Book 4908, page 950, said Register's Office.
6. Storm Water Detention Agreement with the Metropolitan Government of Nashville and Davidson County recorded in Book 6677, page 212, said Register's Office.
7. Terms and provisions of Lease Agreement dated January 18, 1994 by and between Lakeview Ridge, L.P., a Tennessee limited partnership as Lessor and The Kroger Co., Lessee, referenced by Memorandum of Lease recorded in Book 9245, page 464, said Register's Office.
8. All matters shown on Plat recorded in Book 6250, page 669, amended by Book 6200, page 707, said Register's Office.