WARRANTY DEED

BOOK 4549 PAGE 728

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Red Lobster Inns of America, Inc. (NAME)	Same. (NAME)	71 034-2 Pr. 69
6880 Lake Ellenor Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Orlando, Florida 32807 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pw

For and in Consideration of the sum of.....

----Two Hundred Thousand and no/100 ($200,000.00)----------*DOLLARS*

cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Cousins Properties of Tennessee, Inc. (formerly Larchwood, Inc.), a Georgia corporation, has

NOV-17	CONV	90,000.00			
NOV-17	CONV	90,000.00			
NOV-17	CONV	20,000.00			
NOV-17	S'TAX		A*	520.00	
NOV-17	PRFEE		A*	.50	
NOV-17	WDEED		A*	10.00	* 530.50

.....*bargained and sold, and by these presents do transfer and convey unto the said* Red Lobster Inns of America, Inc., a Florida corporation, its successors *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

A parcel of land in the 10th Civil District, Nashville, Davidson County, Tennessee, bounded on the south by Gallatin Road, being Lot "K" of Rivergate Park, a plan of which is of record in Book 4175, page 107, Register's Office for Davidson County, Tennessee, described according to survey of Barge, Waggoner, Sumner & Cannon, Engineers, dated August 11, 1971, as follows:

Beginning at a concrete monument on the northerly right of way of Gallatin Road, the southernmost corner of said Rivergate Park; thence north 54° 50' 13" west, 346.00 feet to a concrete monument; thence north 51° 25' east, 91.75 feet to a point, the beginning of a curve to the left; thence with said curve having a radius of 173.84 feet and a central angle of 35° 55', 108.97 feet to a point; thence north 15° 30' east, 19.00 feet to a point; thence south 74° 30' east, 100.23 feet to a point; thence south 54° 37' 04" east, 236.12 feet to a point on the northerly margin of Gallatin Road; thence, with said Gallatin Road, south 35° 22' 56" west, 245.00 feet to the point of beginning, containing 1.80 acres, more or less.

Being part of the property conveyed to Larchwood, Inc., now Cousins Properties of Tennessee, Inc., a Georgia corporation, by deed from Roy Greener and wife, of record in Book 4322, page 230, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 200,000.00

Affiant

Subscribed and sworn to before me, this the 15 day of Oct., 19 71

My commission expires Sept. 12, 1973 (Affix Seal)

Notary Public

This instrument prepared by James I. Vance Berry, Attorney, 200 American Trust Building, Nashville, Tennessee

This conveyance of said property is made expressly subject to the following:

1. Taxes for the year 1971, which have been prorated.

2. Forty-five foot building setback line from Gallatin Road and conditions of owners certificate, as shown on plan of record in Book 4175, page 107, said Register's Office.

3. Restrictions attached hereto as Exhibit 1 and incorporated herein by reference.

unimproved (X)
This is improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town)

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, its successors ~~heirs~~ *and assigns, forever.*

And Grantor ~~do~~ os *covenant with the said* Grantee *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except as hereinabove set forth.

And Grantor does ~~it~~ *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Grantee, its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 15th *day of* October, *19*71, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

COUSINS PROPERTIES OF TENNESSEE, INC.

By George A. Volkert, Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., Tennessee, this..... day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this..... day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Isnogene P. Etter, *a Notary Public of the State and County aforesaid, personally appeared* George A. Volbert, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Cousins Properties of Tennessee, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee
this 15th *day of* October, *19* 71

Isnogene P. Etter
Notary Public

Commission Expires Sept. 12, 1973

RESTRICTIONS

The premises conveyed in the annexed deed are sold and conveyed subject ot the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantee, its heirs, successors and assigns, for a period of twenty-five (25) years from and after the date of said deed, to-wit:

1. The construction and design of all buildings and structures shall be of such kind and quality as to be in keeping with present-day construction methods in the immediate surrounding areas, and also in keeping with the construction quality of the Rivergate Mall Shopping Center. No construction or design of an obsolete nature shall be permitted. All buildings shall be of masonry or similar construction. No metal clad or frame construction shall be permitted, and all buildings shall be covered on all sides with brick veneer, stone, or better construction. No concrete block shall be exposed on the exterior of any building. No temporary buildings shall be permitted after August 1, 1971.

2. All buildings, landscaping and signs upon said premises shall be of a design and height similar to the Red Lobster Restaurant located at 3880 Roswell Road, Atlanta, Georgia. All the above mentioned must be submitted to Grantor and approved in writing prior to construction.

3. Said premises will initially be used for the operation of a Red Lobster Restaurant.

4. No loading dock or platform shall be constructed, used or maintained on that portion of any building or the structure which faces any street.

5. No storage of scrap metal, metal, refuse, garbage, building materials, or other like matter shall be permitted. No incinderators shall be kept, used, or maintained on any portion of the property. Trash, garbage, etc. shall be kept in closed containers and shall be removed from the premises at regular intervals to prevent any unnecessary accumulation thereof.

6. Adequate offstreet parking shall be provided on the premises for the employees, customers and invitees of the Grantee, as required by the off-street parking ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee.

7. All access easements as shown on the recorded plan are private roadways, the same not having been dedicated to the public at the time of the execution and delivery of the deed to which these covenants are annexed. The cost for the construction of the "U" shaped driveway through the subdivision in which the premises are located shall be provided by the Grantor at its expense. Thereafter, the Grantee, acting jointly with the owners of all other lots within the subdivision, shall be responsible for the maintenance of this driveway. The term "maintenance" shall include the entire cost of repair and maintenance to the paved surface, as well as other expenses incidental to this driveway, including without limiting the generality of the foregoing, all taxes levied thereon, sweeping and cleaning,

snow removal. These maintenance expenses shall be the joint obligation of all the lot owners and shall be shared on a pro-rata basis with each lot owner being required to contribute that portion of the total cost of maintenance which the area of its property bears to the total land area within the subdivision. The "subdivision" referred to herein lies within the area outlined in green as shown on Exhibit "B". In order to implement these provisions, the lot owners within the subdivision shall elect at least annually, on or before the first day of each calendar year, one or more of their number by majority vote to act in their behalf in the making of arrangements for the maintenance of said driveway and for the allocation of costs on a pro rata basis among the lot owners. The Grantee shall contribute its pro rata portion of such maintenance from time to time as determined by the elected representatives of the lot owners, and Grantor warrants that all lands previously conveyed and those to be conveyed in the future within said "subdivision" will contain an identical restriction as #7 herein.

8. The invalidation of any one of these covenants by judgment of any Court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in force and effect for the remainder of the term hereof.

B 36264

IDENTIF. REFERENCE

NOV 1 3 16 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.