This instrument prepared by:
Don L. Smith, Attorney at Law
4th Floor, American Trust Bldg.
Nashville, Tennessee 37201

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Texaco Inc. (NAME:)	Texaco Inc. BOOK 4566 PAGE 93 (NAME:)	Map 34-2
1570 Grant Street (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 1722 (STREET ADDRESS)	Pcl. 70
Denver, Colorado (CITY) (P. O. ZONE) (STATE)	Atlanta, Georgia 30301 (CITY) (ZONE) (STATE)	

For and in Consideration of the sum of

- - TEN and NO/100 ($10.00) - - - - - - - - - - - - - - - - - - *DOLLARS*

cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged,

JAN-52 CONV * 215,000.00
JAN-52 S TAX A* 559.00
JAN-52 PR FEE A* .50
JAN-52 W DEED A* 10.00 * 569.50

COUSINS PROPERTIES OF TENNESSEE, INC.

has ~~xxxx~~ *bargained and sold, and by these presents do transfer and convey unto the said* TEXACO INC., a Delaware corporation, its successors ~~xxxx~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being Lot "J" on the Resubdivision of Lot "J" Rivergate Park, as of record in Book 4300, page 142, Register's Office for said County, described as follows:

BEGINNING at a point in the northwesterly margin of Gallatin Road, said point being the common front corner of Lots "J" and "K" on said plan; thence North 54° 37' 04" West along the line between said two lots a distance of 236.12 feet to a point; thence continuing with the line between said two lots North 74° 30' West a distance of 100.23 feet to a point which is the common rear corner of said two lots; thence North 15° 30' East, along the margin of an access, drainage and utilities easement, 35 feet to a point; thence South 74° 30' East 155.00 feet to a point; thence North 25° 47' East 199.67 feet to a point in the southeasterly margin of an access easement; thence along said margin of said access easement South 41° 55' East 245.00 feet to a monument in t he northwesterly margin of Gallatin Road; thence southwardly along said margin of Gallatin Road along a curve having a radius of 985.00 feet, a distance of 134.76 feet to a monument; thence continuing along said margin of said Road, South 35° 22' 56" West, 60.20 feet to the point of beginning.

BEING property conveyed to Larchwood, Inc., by three deeds of record in Book 4301, page 194; Book 4311, page 30; and Book 4322, page 230, each in the Register's Office for Davidson County, Tennessee. Said Coporation having changed its corporate name to Cousins Properties of Tennessee, Inc., by

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 215,000.00

Subscribed and sworn to before me, this the 30th day of December, 1971

Affiant

My commission expires: July 1, 1972 (Affix Seal)

Notary Public

amendment to its charter filed in the Secretary of State Office.

This conveyance is subject to an Easement for a power line granted the Tennessee Electric Power Company, of record in Book 986, page 336, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all of the conditions shown on the recorded plan of record in Book 4300, page 142, Register's Office of Davidson County, Tennessee.

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 Texaco Inc., its successors ..... *heirs and assigns, forever.*

And it does ~~its~~ *covenant with the said* Texaco Inc., its successors or assigns, *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 noted herein.

And it does ..... ~~its~~ *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Texaco Inc., its successors and ~~heirs~~ *assigns against the lawful claims of all persons whomsoever. Witness* its *hand this* 30th *day of* December, 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: [signature]

This conveyance is subject to 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 contruction. No concrete block shall be exposed on the exterior of any building. No temporary buildings shall be permitted after August 1, 1971.

In addition, all buildings or other structures erected upon said premises shall be of a design, and height satisfactory to the Grantor. For this purpose, the Grantee, its successors or assigns, shall, prior to the commencement of construction, submit to the Grantor architectural plans for all buildings to be constructed, a site plan showing the location of the same, and complete details for the grading, drainage, paving, and exterior lighting. All such plans, including specifications and working drawings, shall be approved in writing by the Grantor prior to the commencement of construction or any other development of improvements upon said premises. All electrical wiring shall be placed underground.

2. Grantee shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the premises, which plan shall be submitted to the Grantor for its approval in writing, and upon such approval, such plan shall be carried out in detail. The development of landscaping plans for the premises, the quality and quantity of the same, will be at least comparable to that provided in the Rivergate Mall Shopping Center. The Grantee shall maintain the exterior of its premises and all landscaping at all times in a good, orderly, and neat condition.

3. Said premises may be used only for the operation of gasoline service station. No other use shall be permitted except upon the written approval of the Grantor.

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. All exterior signs shall be subject to the approval of the Grantor. All signs shall be located on the face of the buildings, except that one free-standing sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

6. No storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted. No incinerators 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.

7. 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, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing.

8. 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 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 all other expenses incidental to this driveway, including, without limiting the generality of the foregoing, all taxes levied thereon, liability insurance premiums, lighting, sweeping and cleaning, snow removal, traffic direction, and all other like costs. These maintenance expenses shall be the joint obligation of 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. 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 of such maintenance from time to time as determined by the elected representatives of the lot owners.

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

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.....

FEE 1.10 01 JAN 72
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.
IDENTIFICATION REFERENCE
4348

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joyce Kamm *, a Notary Public of the State and County aforesaid, personally appeared* George Volkert *, 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 30th *day of* December *, 19* 71

Joyce Kamm
Notary Public

NOTARY PUBLIC
DAVIDSON COUNTY

Commission Expires Jan. 1, 1972