Prepared by:
ROBERT P. SCHULMAN
P. O. BOX C
ROSLYN, N. Y. 11576

Return to Boult, Cummings, Conners & Berry
File Box 37. CBR Tr.

SPECIAL WARRANTY DEED

Address New Owner(s) as Follows:	Send Tax Bills to:	Map and Parcel Number
BIG O OVENS, INC.	Same	MAP 91-14
P. O. Box 17346		PARCEL 247
Nashville, TN 37217		

FOR AND IN CONSIDERATION of the sum of Ten and no/100 ($10.00) Dollars, cash in hand paid and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged from BIG O OVENS, INC., hereinafter referred to as "Grantee", to Kimco Properties Nashville, Inc., a Tennessee corporation, hereinafter referred to as "Grantor".

GRANTOR HAS BARGAINED AND SOLD, and by these presents does hereby transfer and convey unto the said Grantee, its successors and assigns, a certain parcel of real estate in Davidson County, Tennessee, described in Exhibit "A" which is attached hereto and is hereby incorporated herein by reference; provided, however, this conveyance is subject to all easements, agreements, restrictions, liens and encumbrances, if any, of record and any state of facts a current survey would show, including the following easements: (1) a 10-foot wide storm drainage easement along the easterly line; (2) a 5-foot wide drainage easement along the southerly line; (3) a 15-foot wide sanitary sewer easement adjacent and parallel to Charlotte Pike of record in Book 3913, page 920, and Book 5210, page 152, R.O.D.C.; (4) a 25-foot electric easement along the easterly line; (5) joint access easement as shown on the resubdivision of part of Lots 2 & 3 John M. Branham's farm of record in Book 5210, page 210, R.O.D.C.

This is unimproved property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee, its successors and assigns forever.

AND GRANTOR DOES COVENANT with the said Grantee that it has good right to convey said land and that the same is unencumbered except as provided herein. The Grantor does further covenant and bind itself, and its successors and legal representatives, to warrant and forever defend the title to the said land to the said Grantee, it successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

THIS DEED is executed, delivered and accepted on the express condition that the first use of the property or part thereof be only for the operation of a free-standing restaurant. No other buildings, structures or improvements shall be permitted for the first use of the property. Any other use before the first user takes possession shall be subject to Grantor's approval. After the initial development of the property for such a restaurant, this restriction shall no longer apply and thereafter Grantor shall release this restriction of record upon the request of the Grantee.* W.W.E.

*See acknowledgment page.

STATE OF ~~NEW YORK~~ TENNESSEE
COUNTY OF ~~NASSAU~~ DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $248,400.00.

Subscribed and sworn to before me, this the 24th day of October, 1979.

Affiant

Notary Public

My Commission Expires: 7-18-82

(Affix seal)

IN CONSIDERATION of the conveyance of the property described in Exhibit "A" hereto by the Grantor, the Grantee hereby agrees for itself, its successors and assigns and any future owner or user of the property that:

(1) no building or other structure shall be permitted to exist on the property any part of which building or structure is higher than twenty two feet above the now existing crown of the road of Charlotte Pike; no building on the property shall be more than a one story building; and no identification sign or other improvement on the property shall be taller than three feet above the tallest building thereon at the time in question.

(2) the aggregate square feet of the faces of all business identification pylon and other free-standing signs on the property shall not exceed the lesser of either (i) 400 square feet or (ii) such lesser square footage permitted by applicable laws, codes or ordinances.

(3) the Grantor hereby reserves unto itself, and Grantee by acceptance of this deed hereby grants to Grantor and its successors and assigns, the following perpetual easements: (i) for the continued use of the existing storm water drainage channels running along the length of the southerly and easterly lines of Grantee's property, (ii) for installation, operation, maintenance, repair and replacement of electric lines, conduits, pipes and related apparatus, within an area twenty five feet wide, to run north to south across Grantee's property and to be situated adjacent to the easterly line of the property as indicated on a certain drawing prepared by Barge, Waggoner, Sumner & Cannon of record in Book 5210, page 210, R.O.D.C. for the purpose of serving Grantor's adjoining lands, the Grantor to have the right to grant this easement to the local power company by instrument on said company's standard form, in which Grantee will join if requested, (iii) for access across and ingress to Grantee's property by Grantor, its employees, agents and contractors for the purpose of installing, constructing, maintaining and replacing any pipes, conduits, channels or related apparatus relating to the foregoing easements and for the additional purpose of protecting or maintaining the slope or embankment on Grantor's property which adjoins the Grantee's property on the south side thereof, Grantee hereby agreeing that in the event any fence or other barrier is erected on Grantee's property which prevents Grantor's access for the purposes aforesaid, Grantee will cause an unlocked gate or other opening to be installed so as to permit Grantor or its agents, employees or contractors to have such access.

(4) with respect to the existing drainage channels referred to in (3)(i) hereinabove, Grantee agrees to keep the same clear of all litter and refuse which emanates from Grantee's property.

(5) the foregoing easements and covenants of Grantee shall be covenants running with the land as well as personal covenants binding on Grantee, its successors and assigns and on the property being conveyed by this deed, and for the benefit of Grantor and its successors, assigns and tenants and for the benefit of Grantor's adjoining land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers on this 12th day of October, 1979.

Signed in the presence of:

Linda Rappa

Nancy J. Parker

KIMCO PROPERTIES NASHVILLE, INC.

By: David L. Lukas

ATTEST:

By: Robert P. Schulman Secretary

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

BOOK 5519 PAGE 168

Before me, Patrice L. Matzok, a Notary Public of the State and County aforesaid, personally appeared David M. Samber and Robert P. Schulman, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Vice President and Secretary, respectively, of KIMCO PROPERTIES NASHVILLE, INC., the within named bargainor, a corporation, and that they as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Vice President and Secretary, respectively.

WITNESS my hand and seal, at office in Roslyn, New York, this 12th day of October, 1979.

PATRICE L. MATZOK
NOTARY PUBLIC, State of New York
No. 4682589
Qualified in Nassau County
Term Expires March 30, 1980

Patrice L. Matzok
Notary Public

*Notwithstanding the "first use" restriction in said paragraph, Grantor agrees that in the event Nashville City Bank and Trust Co. forecloses on said real estate, that the restrictions expressed in said paragraph shall expire six (6) months from the date of the foreclosure sale.

876 10/24 658.34- CHECK

EXHIBIT A

BOOK 5519 PAGE 169

Being a parcel of land in the First Civil District of Davidson County, Tennessee, lying on the south side of Charlotte Pike between Lellyett Street and Osceola Avenue, being Lot No. 2 as shown on the first revision of the resubdivision of John M. Branham's farm of Record in Book 5210, page 210, R.O.D.C., and being more particularly described as follows:

Beginning at the point of intersection of the southerly margin of Charlotte Pike and the westerly line of the property conveyed to West Nashville Heights Church of Christ of Record in Book 1577, page 75, R.O.D.C.;

Thence, with said westerly line S 09° 52' E, 153.89 feet to the southwest corner of said West Nashville Heights Church of Christ of Record by Deed in Book 3254, page 243, R.O.D.C.;

Thence, S 73° 57' W, 315.75 feet to a point;

Thence, N 24° 23' W, 173.00 feet to a point in the southerly margin of said Charlotte Pike;

Thence, with said pike N 75° 45' E, 323.05 feet to a point;

Thence, S 14° 15' E, 7.00 feet to a point;

Thence, N 75° 45' E, 34.76 feet to the point of beginning.

Containing 1.28 acres, more or less..

Being part of the same property conveyed to Kimco Properties Nashville, Inc., a Tennessee corporation with its principal office and place of business located in Roslyn, New York, by deed from Mrs. Jennie Mizell, M. C. Morris and Susan Leftwich, of record in Book 5418, page 484, Register's Office for Davidson County, Tennessee, and by deed from Robert B. Brown, Jr., Geraldine C. Brown, and Martha B. Dillingham, of record in Book 5418, page 487, said Register's Office.

F.5.9.4.7.3

IDENTIF. REFERENCE

OCT 24 3 55 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5519 PAGE 170

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			248401.00- CO	
			645.84 CO TX	
			.50 PRFEE	
			12.00 MOFEE	
			CHECK	658.34-
0876A	10/24/79	BAL		.0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.5.9.4.7.3

IDENTIF. REFEREN

OCT 24 3 55 PM

FELIX Z. WILSON II REGIS
DAVIDSON COUNTY, TEN

No. 720905