"THIS INSTRUMENT PREPARED BY CHARLES B. REASOR, JR.
ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER,
NASHVILLE, TENNESSEE 37238"

GENERAL WARRANTY DEED

BOOK 5562 PAGE 101

Address New Owner as Follows:	Send Tax Bills to:	Map and Parcel No.
Associated Hosts of Tennessee, Inc. Suite 202, 8447 Wilshire Boulevard Beverly Hills, California 90211	Same	Part of Map 103-15 Parcel 43

FOR AND IN CONSIDERATION OF the sum of Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, from Associated Hosts of Tennessee, Inc., hereinafter referred to as "Grantee," to Cousins Properties of Tennessee, Inc., a Georgia corporation, duly authorized to do business in Tennessee, hereinafter referred to as "Grantor,"

Grantor has bargained and sold, and by these presents does transfer and convey unto the said Grantee, its successors and assigns, that certain parcel of land described in Exhibit "A," which is attached hereto and hereby incorporated herein by reference; provided, however, this conveyance is expressly subject to the following:

1. Grantor shall pay all 1979 Metropolitan Nashville and Davidson County real property taxes.

2. 1980 Metropolitan Nashville and Davidson County property taxes, a lien but not due and payable, provided said taxes have been prorated between Grantor and Grantee.

3. A Declaration of Reciprocal Rights and Restrictions, dated September 10, 1979, of record in Book 5496, page 199, Register's Office for Davidson County, Tennessee, as modified, if at all, by the Resubdivision of Lots 1 and 2, Lions Head Village, a plat of which is of record in Book 5210, page 242, Register's Office for Davidson County, Tennessee.

The Plan of Lions Head Village shows an Owner's Certificate, a minimum building setback line from Briley Parkway of twenty (20) feet along the lot's southerly boundary line, a minimum building setback line of sixty (60) feet along the lot's westerly boundary line, public utility easements, no access to Briley Parkway and other matters upon said plan of record in Book 5210, page 200, said Register's Office.

5. A permanent easement conveyed to the Metropolitan Government of Nashville and Davidson County of record in Book 5490, page 478, said Register's Office. Two temporary construction easements which shall become null and void when the widening of Briley Parkway is completed also of record in Book 5490, page 478, said Register's Office.

6. Easement for sewers of record in Book 3376, page 102, said Register's Office.

7. Grantor will reasonably cooperate with the Grantee in the development of said property and will not unreasonably withhold any approvals that may be required of the Grantor or cause any approvals that may be required by any governmental agency or others to be unreasonably withheld.

8. Grantor warrants, covenants, and agrees that all utilities, including but not limited to water lines for sprinklerization, sewerage lines, and water disposal conduits or other required drainage facilities required by the subject property have been brought to the property line of said parcel or that said utilities will be brought to the property line of said parcel at Grantor's expense within thirty (30) days after notice to Grantor from Grantee.

9. Grantor further warrants and covenants that the sewer culverts or lines crossing said parcel of land will not prevent the construction of a restaurant and lounge facility and complex, which is substantially in accordance with the Site Plan, which has heretofore been furnished to Grantor by Grantee, and the same will not create any extra costs in such development and construction.

10. There shall be no height restrictions whatsoever on the development of said parcel of land by Associated Hosts of Tennessee, Inc.

11. All obligations, responsibilities, and agreements contained in the Purchase Agreement between the parties hereto dated March 21, 1979, are incorporated herein by reference (including, but not limited to paragraph 9(g) of said Purchase Agreement relating to parking facilities), except to the extent that said obligations, responsibilities, and agreements are modified by this instrument.

Said obligations, responsibilities, and agreements shall continue in effect only so long as Grantee is owner of said parcel of land. Provided, however, that any plat attached to said Purchase Agreement or to the Declaration of Reciprocal Rights and Restrictions which depicts thereon the proposed building for this parcel of property shall only control and be controlling in relation, if any, said proposed building would have to the easements and rights of all other parties and shall not constitute a covenant as to design or general layout of any proposed facility by Grantee.

12. In the event that Grantee has not commenced construction of permanent improvements upon said parcel of land by April 1, 1980, Grantor may at its option, and at its sole expense, enter upon said parcel of land and sow grass and maintain said grass to the satisfaction of Grantor.

13. Grantee, by accepting this Deed, agrees to reasonably cooperate with Grantor in the development of Lions Head Village, the commercial planned unit development of which said parcel is a part, and will not unreasonably withhold any approvals which may be required of Grantee including, but not limited to, Grantor's landscaping plan, which has heretofore been submitted to Grantee, or cause any approvals that may be required by any governmental agency or others, to be unreasonably withheld. Provided, however, it is agreed and understood that obstruction of the view of Grantee's proposed facilities on said parcel of land from either Post Road or White Bridge Road (Briley Parkway) shall be a reasonable ground for Grantee's withholding of its approval of the aforesaid landscaping plan.

14. Whenever used herein, the term "Grantee" shall include not only Associated Hosts of Tennessee, Inc., a Tennessee corporation, but the affiliates and subsidiary corporations of Associated Hosts, Inc., a Delaware corporation, and shall not include any bona fide purchaser from "Grantee," as defined herein.

15. Grantor hereby grants to Grantee a nonexclusive private access easement from the said parcel of land to White Bridge Road (Briley Parkway) upon the area depicted in the Plan of Lions Head Village, a Plat of which is of record in Book 5210, page 200, Register's Office for Davidson County, Tennessee, as the "joint private

access easement," and Grantor hereby warrants and represents to pave said nonexclusive private access easement prior to the completion of the contemplated improvements to be constructed upon said parcel of land by Grantee. In the event of ambiguity or conflicting language between the provisions of this paragraph 15 and the aforesaid Plan of Lions Head Village, the terms of the latter shall prevail.

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

Grantor does covenant with Grantee that it is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as provided above. Grantor does further covenant and bind itself, its successors and legal representatives, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

This Deed is executed, accepted and delivered on the condition that the initial primary use by Grantee of the land herein conveyed shall be a restaurant selling alcoholic beverages, as permitted by law, and further that a construction contract for the use of the land shall be let within two (2) years and nine (9) months of the date of the recording of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers on this 31st day of January, 1980.

COUSINS PROPERTIES OF TENNESSEE, INC.

By: _____

By: _____
Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, Jan Minshall, a Notary Public of the State and County aforesaid, personally appeared George Volkert, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Pres. of COUSINS PROPERTIES OF TENNESSEE, INC., the within named bargainor, a corporation, and that he as such Pres. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Pres..

WITNESS my hand and seal, at office in Nashville, Tennessee, this 31st day of January, 1980.

Jan Minshall
NOTARY PUBLIC

My Commission Expires: 7-18-82

STATE OF Georgia)
COUNTY OF Cobb)

BEFORE ME, Celia C Newman, a Notary Public of the State and County aforesaid, personally appeared Robert F Hutton, III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Secretary of COUSINS PROPERTIES OF TENNESSEE, INC., the within named bargainor, a corporation, and that he as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal, at office in Cobb County, Georgia, this 31 day of January, 1980.

Celia C Newman
NOTARY PUBLIC

My Commission Expires: Notary Public, Georgia, State at Large My Commission Expires Jan. 20, 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 250,000.00.

Thomas L Cullen Jr.
AFFIANT

Subscribed and sworn to before me, this 1st day of February, 1980.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-18-82

582

02/01 668.50- CHECK

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EXHIBIT A

BEING land in the 24th Councilmanic District, formerly the 8th Civil District of Davidson County, Tennessee, and also being Lot No. 4 on the Lions Head Village Subdivision, a plat of which is of record in Book 5210, page 200, Register's Office for said County, and being more particularly described according to a survey of Barge, Waggoner, Sumner & Cannon, dated May 4, 1979, (File No. 6283-01) as follows:

BEGINNING at a point in the present northern margin of Briley Parkway (formerly White Bridge Road), said point being 439.33 feet, more or less, from the intersection of the present western margin of Post Place extended with the present northern margin of Briley Parkway extended; thence, along the present northern margin of Briley Parkway, N 54° 05' 05" W for a distance of 155.81 feet to a point, said point being the southwest corner of the said Carney property; thence, along Carney's western property line, N 11° 35' 00" E for a distance of 245.00 feet to a point; thence, S 80° 07' 32" E for a distance of 249.66 feet, to a point; thence, S 9° 52' 28" W for a distance of 165.00 feet, to a point; thence, S 35° 54' 55" W for a distance of 144.59 feet, to a point; thence, S 80° 54' 55" W for a distance of 56.57 feet, to the point of beginning, containing 1.59 acres, more or less, according to said survey.

BEING part of the same property conveyed to Cousins Properties of Tennessee, Inc., by Deed from David M. Carney, as of record in Book 5438, page 52, Register's Office for Davidson County, Tennessee.

RECD

F 74803

IDENTIF. REFERENCE

FEB 1 2 39 PM '00

REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5562 PAGE 107

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

250000.00- CO
650.00 CO TX
.50 PRFEE
18.00 WDEED
CHECK 669.50-
0582A02/01/60 BAL .0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 74803

IDENTIFICATION REFERENCE

FEB 1 2 39 PM '80

No. 739976