To: B436

This Instrument Prepared By:
B. R.Doster, Attorney
Amoco Oil Company
200 East Randolph Drive
Chicago, IL 60601

MAP PARCEL NO.
P/O 134-274

Send Tax Bills to:
Taco Bell No. 05-986
c/oNationwide Consulting Co., Inc.
P.O.Box 96
Fair Lawn, NJ 07410

WARRANTY DEED

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 8777 PAGE 41

For and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration in hand paid to AMOCO OIL COMPANY, a Maryland corporation, by Taco Bell Corp. . a California corporation, with its principal business office at 1790 Von Karman, Irvine, California 92714, the receipt and sufficiency of which being hereby acknowledged, AMOCO OIL COMPANY has bargained and sold and by those presents does transfer and convey unto Taco Bell Corp . a California corporation, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to-wit:

Lot #2, TRACT "A":

On the Plan of Taco Bell Subdivision Two, as of record in Book 7900, page 448, Register's Office for Davidson County, Tennessee.

and

Lot #2, TRACT "B":

On the Plan of Taco Bell Subdivision Two, as of record in Book 7900, page 448, Register's Office for Davidson County, Tennessee.

Lot #2, TRACT "C":
INGRESS-EGRESS EASEMENT AREA:

On the Plan of Taco Bell Subdivision Two, as of record in Book 7900, page 448, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land together with the appurtenances, hereditaments, estate, title, and interest thereunto belonging to Taco Bell Corporation, a California corporation, and Amoco Oil Company does hereby covenant with the said Taco Bell Corporation, a California corporation, that it is lawfully seized and possessed of said tract or parcel of land in fee simple; that it has a good right to convey said tract or parcel and that the same in unencumbered.

AND, AMOCO OIL COMPANY does further covenant and bind itself, its successors, representatives, and assigns to warrant and forever defend the title to the said tract or parcel of land unto the said Taco Bell Corporation, a California corporation, its successors, representatives, and assigns, against the lawful claims of all persons whomsoever.

AND, AMOCO OIL COMPANY does also convey unto Taco Bell Corporation an easement to construct and maintain an identification sign on additional premises, to wit:

SIGN EASEMENT #2:

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE HAVING A 50 FOOT RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE HAVING A 100 FOOT RIGHT-OF-WAY IF BOTH RIGHT-OF-WAY'S WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A MITER; THENCE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 47.61 FEET TO AN IRON PIN SET ON THE SOUTHWESTERLY RIGHT OF WAY OF ANTIOCH PIKE; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF ANTIOCH PIKE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 449.07 FEET TO A POINT AND THE POINT OF BEGINNING; THENCE LEAVING THE SOUTHWESTERLY RIGHT OF WAY OF ANTIOCH PIKE SOUTH 57 DEGREES 03 MINUTES 26 SECONDS WEST 20.00 FEET TO A POINT; THENCE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 20.00 FEET TO A POINT; THENCE NORTH 57 DEGREES 03 MINUTES 26 SECONDS EAST 20.00 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTHWESTERLY RIGHT OF WAY OF ANTIOCH PIKE; THENCE ALONG THE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

SOUTHWESTERLY RIGHT OF WAY OF ANTIOCH PIKE SOUTH 32 DEGREES 56 MINUTES 34 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES.

AND, AMOCO OIL COMPANY does also convey to Taco Bell Corporation a non-exclusive easement for ingress and egress of vehicular and pedestrian traffic over that certain parcel, to wit:

30' INGRESS EGRESS EASEMENT

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE HAVING A 50 FOOT RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE HAVING A 100 FOOT RIGHT-OF-WAY IF BOTH RIGHT-OF-WAY'S WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A MITER; THENCE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 47.61 FEET TO AN IRON PIN SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE, THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE NORTH 32 DEGREES 56 MINUTES 34 SECONDS WEST 419.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 03 MINUTES 27 SECONDS WEST, 204.29 FEET TO A POINT; THENCE FOLLOWING THE ARC OF A CURVE TO THE LEFT 40.68 FEET TO A POINT, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 12 MINUTES 29 SECONDS WEST, 37.64 FEET AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTH 20 DEGREES 38 MINUTES 28 SECONDS EAST, 197.34 FEET TO A POINT; THENCE SOUTH 62 DEGREES 17 MINUTES 35 SECONDS WEST 30.23 FEET TO A POINT; THENCE NORTH 20 DEGREES 38 MINUTES 28 SECONDS WEST, 201.06 FEET TO A POINT; THENCE FOLLOWING THE ARC OF A CURVE TO THE RIGHT 81.37 FEET TO A POINT, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES, 12 MINUTES, 29 SECONDS EAST, 75.27 FEET AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTH 57 DEGREES 03 MINUTES 27 MINUTES EAST, 204.29 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE SOUTH 32 DEGREES 56 MINUTES 34 SECONDS EAST 30.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.32 ACRES.

As a condition of the foregoing conveyance, Amoco Oil Company reserves unto itself its successors, representatives and assigns an easement for construction and maintenance of an identification sign on premises conveyed, to wit:

SIGN EASEMENT #1:

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE HAVING A 50 FOOT RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE HAVING A 100 FOOT RIGHT-OF-WAY IF BOTH RIGHT-OF-WAY'S WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A MITER; THENCE SOUTH 62 DEGREES 17 MINUTES 36 SECONDS WEST 41.94 FEET TO AN IRON PIN FOUND; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE SOUTH 62 DEGREES 17 MINUTES 36 SECONDS WEST 185.70 FEET TO AN IRON PIN SET; THENCE FOLLOWING THE CURVATURE THEREOF TO THE RIGHT 279.01 FEET TO A POINT AND THE POINT OF BEGINNING, SAID CURVATURE HAVING A RADIUS OF 1,095.68 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 35 MINUTES 18 SECONDS WEST 278.25 FEET; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE FOLLOWING A CURVE TO THE RIGHT 10.00 FEET TO AN IRON PIN SET, SAID CURVE HAVING A RADIUS OF 1,095.68 FEET AND CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 08 MINUTES 41 SECONDS WEST 10.00 FEET; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE NORTH 06 DEGREES 44 MINUTES 59 SECONDS WEST 10.00 FEET; THENCE NORTH 77 DEGREES 08 MINUTES 41 SECONDS EAST 10.00 FEET; THENCE

SOUTH 06 DEGREES 44 MINUTES 59 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.0002 ACRES.

AND, AMOCO OIL COMPANY also reserves unto itself, its successors, representatives and assigns a non-exclusive easement for ingress and egress of vehicular and pedestrian traffic over that certain parcel, to wit:

Lot #2, TRACT "C":
INGRESS-EGRESS EASEMENT AREA:
On the Plan of Taco Bell Subdivision Two, as of record in Book 7900, page 448, Register's Office for Davidson County, Tennessee.

AND, AMOCO OIL COMPANY also reserves unto itself, its successors, representatives and assigns a non-exclusive easement for ingress and egress of vehicular and pedestrian traffic over that certain parcel, to wit:

35' ACCESS AGREEMENT:
Lot #2, TRACT "A":

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ANTIOCH PIKE HAVING A 50 FOOT RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE HAVING A 100 FOOT RIGHT-OF-WAY IF BOTH RIGHT-OF-WAY'S WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A MITER; THENCE SOUTH 62 DEGREES 17 MINUTES 36 SECONDS WEST 41.94 FEET TO AN IRON PIN FOUND; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE SOUTH 62 DEGREES 17 MINUTES 36 SECONDS WEST 165.49 FEET TO A POINT AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE SOUTH 62 DEGREES 17 MINUTES 36 SECONDS WEST 20.21 FEET TO AN IRON PIN SET; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE FOLLOWING THE CURVATURE THEREOF 14.94 FEET TO A POINT, SAID CURVATURE HAVING A RADIUS OF 1,095.69 FEET AND CHORD BEARING AND DISTANCE OF SOUTH 62 DEGREES 41 MINUTES 03 SECONDS WEST 14.94 FEET; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF HARDING PLACE NORTH 32 DEGREES 56 MINUTES 34 SECONDS EAST 35.00 FEET TO A POINT; THENCE SOUTH 32 DEGREES 56 MINUTES 34 SECONDS EAST 61.60 FEET TO THE POINT OF BEGINNING CONTAINING 0.05 ACRES.

The conveyance(s) made herein are made on the condition that no portion of the aforesaid premises be used by Taco Bell Corporation, its heirs, executors, grantees or assigns for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, grease, lubricating oils, or any fuel to be used for internal combustion engines, or lubricants in any form.

The foregoing restriction shall terminate and be of no further force and effect upon the expiration of a period of twenty (20) years from the date hereof.

The foregoing covenants shall run with the land and be binding on said Grantee, its heirs, executors, grantees and assigns, and inure to the benefit of the Grantor herein, its successors and assigns."

AND, AMOCO OIL COMPANY shall warrant that it shall not use its adjacent property for Mexican Food outlet for a period of twenty (20) years. Said restriction shall not prohibit the sale of Mexican style food that would be incidental to other uses (i.,e. convenience store, grocery store, etc.). The premises encumbered by the hereto for restriction is to wit:

Lot #1:

Lot #3:

Lot #4:

All parcels and tracts herein described being part of lot 3 of Oakbrook Square Nashville, Tennessee as recorded in Plat Book 6250 Page 713 and further set forth on Plat of Taco Bell Subdivision Two as recorded in Plat Book 7900 Page 448.

WITNESS our hands and corporate seal this 30TH day of October, 1992.

AMOCO OIL COMPANY

ATTEST:

C S Sartor
Assistant Secretary

By: T Ciechanowski
Real Estate Manager

ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

On this 30th day of October, 1992, before me appeared T.J. Ciechanowski, to me personally known, who, being by me duly sworn did say that he is the Real Estate Manager of Amoco Oil Company, a Maryland corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said T.J. Ciechanowski acknowledged said instrument to be the free act and deed of said corporation.

" OFFICIAL SEAL "
STELLA WILSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/19/94

Stella Wilson
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $527,272.00.

Affiant

Sworn to and subscribed before me, this the 3rd day of November, 1992.

Mary Ann Selley
Notary Public

My commission expires: 3-26-94

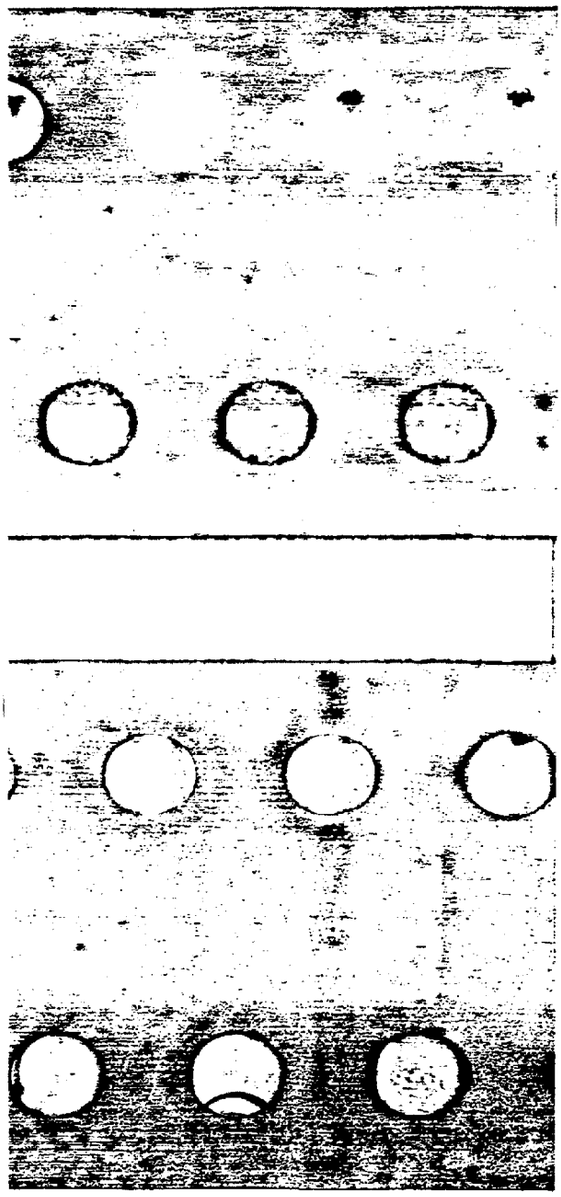
IDENTIFICATION REFERENCE

NOV 4 3 02 PM '92

CLYDE Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

6.00

3275 11/04 0101 03CHECK 1968.01



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8777 PAGE 45

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
				CAMT
				527272.00
				CON TX 1951.01
				PRFEE 1.00
				WDEED 16.00
				TOTAL 1968.01
				CHECK 1968.01
11/04/92		01		15:00 0001 3275

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6. 1 1: 6: 3.

IDENTIFICATION REFERENCE

Nov 4 3 02 PM 92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 587140