44.00
10:17:50

SPECIAL WARRANTY DEED
WITH RESERVATION OF EASEMENTS

BOOK 8874 PAGE 418

FROM:	MetroCenter Holdings, Inc., Grantor	This instrument was prepared by: Robert N. Buchanan III Farris, Warfield & Kanaday Seventeenth Floor Third National Bank Building Nashville, Tennessee 37219
TO:	The Krystal Company, Grantee	

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
The Krystal Company Krystal Building Union Square Chattanooga, TN 37402	Same	Map 81-4 Parcel 220

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Seventy-Five Thousand and 00/100 Dollars ($275,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 25th day of February, 1993.

Notary Public

My Commission Expires: Mar 23, 1996

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, MetroCenter Holdings, Inc., Grantor, a Tennessee corporation has bargained and sold, and by these presents does transfer and convey unto the said The Krystal Company, a Tennessee corporation, herein the Grantee, its successors, and assigns, a certain tract or parcel of land (the "Land") in Davidson County, State of Tennessee, described as follows, to wit:

> Lot One, on the Plan of MetroCenter Tract 21-A, Block C of record in Book 7900, page 504, Register's Office for Davidson County, Tennessee (the "Plat").
>
> BEING part of the property deeded to MetroCenter Holdings, Inc. by Quitclaim Deed from MetroCenter Properties, Inc., of record in Book 8321, page 668, R.O.D.C.

92-17711 FR

Together with the following appurtenant easement rights:

a. A perpetual slope easement (the "Slope Easement") for lateral and vertical support to maintain the elevation and grade of the Land adjacent to the western margin of the area of the Slope Easement, which area (the "Slope Easement Area") is described as follows:

Being a slope easement in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the westerly side of French Landing Drive, south of Vantage Way, being a part of Lot 2 as shown on the plan Metrocenter, Tract 21A, Block C, as of record in Book 7900, Page 504, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of French Landing Drive, said point being southerly 70.55 feet from an iron pin at the southerly terminus of a curve return to the southerly right-of-way line of Vantage Way;

THENCE, with said westerly right-of-way line of French Landing Drive S 14° 40' 44" W, 23.07 feet to a point;

THENCE, continuing with said westerly right-of-way along a curve to the left 34.81 feet to a point, said curve having a central angle of 03° 40' 48", a radius of 542.00 feet, a tangent of 17.41 feet and a chord of S 12° 50' 20" W, 34.80 feet;

THENCE, leaving said westerly right-of-way line of French Landing Drive and following the east line of a proposed ingress/egress easement and easterly property line of Lot No. 1 as shown on the above-mentioned plan, N 79° 00' 04" W, 8.50 feet to a point;

THENCE, N 08° 46' 10" W, 121.89 feet to a point;

THENCE, along a curve to the left 78.24 feet to a point, said curve having a central angle of 52° 44' 15", a radius of 85.00 feet, a tangent of 42.14 feet and a chord of N 35° 08' 18" W, 75.50 feet;

THENCE, leaving said easterly property line of Lot No. 1, S 61° 30' 25" E, 79.83 feet to a point;

THENCE, S 08° 46' 10" E, 90.55 feet to the point of beginning.

Containing 4,301 square feet or 0.10 acres, more or less.

b. A perpetual non-exclusive easement (the "Ingress/Egress Easement") to construct, maintain and repair driveways and walkways for vehicular and pedestrian ingress and egress from, to and between French Landing Drive and the Land across the following described area (the "Ingress/Egress Easement Area"):

Being an Ingress-Egress Easement in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the westerly side of French Landing Drive, south of Vantage Way, being a part of Lot No. 2 as shown on the plan MetroCenter, Tract 21A, Block C, as of record in Book 7900, Page 504, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of French Landing Drive, said point being southerly 128.43 feet from a concrete monument at the southerly terminus of a curve return to the southerly right-of-way line of Vantage Way;

THENCE, with said westerly right-of-way line with a curve to the left 52.68 feet to a point, said curve having a central angle of 05° 34' 08", a radius of 542.00 feet and a chord of S 08° 12' 52" W, 52.66 feet;

THENCE, leaving said right-of-way line with the northerly line of Lot No. 2 as shown on the plan of resubdivision of Metrocenter Tract 21-B as of record in Book 7900, page 278, R.O.D.C., S 76° 07' 16" W, 47.49 feet to a point;

THENCE, leaving said line N 00° 19' 15" E, 87.35 feet to a point;

THENCE, with an easterly line of Lot No. 1 as shown on the aforementioned plan of Tract 21A, N 29° 40' 45" W, 22.71 feet to a point;

THENCE, with a southerly line of said Lot No. 1, N 81° 13' 50" E, 48.99 feet to a point;

THENCE, with a projection of the easterly most line of said Lot No. 1, S 08° 46' 10" E, 50.00 feet to a point;

THENCE, S 79° 00' 04" E, 8.50 feet to the point of beginning.

Containing 4,948 square feet or 0.11 acre, more or less.

c. A perpetual non-exclusive easement to construct, maintain and repair an eight inch sanitary sewer line (the "Sanitary Sewer Easement") within the following described area (the "Sanitary Sewer Easement Area"):

Being a 20-foot sanitary sewer easement in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the westerly side of French Landing Drive, south of Vantage Way, being a part of Lot No. 2 as shown on the plan Metrocenter, Tract 21A, Block C, as of record in Book 7900, Page 504, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of French Landing Drive, said point being southerly 181.11 feet from an iron pin at the southerly terminus of a curve return to

the southerly right-of-way line of Vantage Way;

THENCE, with the southerly property line of said Lot No. 2, S 76° 07' 16" W, 11.75 feet to the true point of beginning;

THENCE, S 76° 07' 16" W, 20.25 feet to a point;

THENCE, leaving said southerly property line of Lot No. 2, N 04° 51' 02" W, 106.34 feet to a point in the southerly property line of Lot No. 1, as shown on the plan of Metrocenter Tract 21A, Block C, as of record in Book 7900 ___, page 504, R.O.D.C.;

THENCE, with said southerly property line of Lot No. 1, N 81° 13' 50" E, 20.05 feet to a point;

THENCE, leaving said southerly property line of Lot No. 1, S 04° 51' 02" E, 104.53 feet to the true point of beginning.

Containing 2,109 square feet or 0.05 acres, more or less.

This is unimproved property at MetroCenter Boulevard and Vantage Way, Nashville, Tennessee. The Land and the appurtenant easements thereto are referred to herein as the "Property".

This conveyance is expressly made subject to those title exceptions set out on Exhibit A attached hereto, to the Easements reserved herein and to the provisions relating to the Slope Easement, the Ingress/Egress Easement and the Sanitary Sewer Easement set out below.

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

Grantor reserves an easement across the Land as shown on the above referenced Plat as follows:

Grantor reserves the landscape easement (the "Landscape Easement") for the benefit of MetroCenter Improvements Association, Inc. and any successor entities which act as a property owners' association for MetroCenter or any other business park of which the Property is a part (collectively, the "Association"). The land encompassed by the Landscape Easement (the "Landscape Easement Area") is more fully described in the attached Exhibit B. The Association shall have the right, but not the obligation, to plant

and maintain ornamental landscaping in the Landscape Easement which may consist of one or more of the following elements: grass, ground cover, shrubs, flowerbeds, and bushes not to exceed four feet in height. The cost of such landscaping and maintenance shall be paid by the Association. The Association shall not permit any Mechanic or Materialman's lien to arise on account of any planting or maintenance in the Landscape Easement. Grantee may not pave, park any vehicles upon or maintain any waste receptacles, signage, or lighting standards within the Landscape Easement Area without the prior written consent of the Association.

The easements granted and reserved herein are subject to the following additional provisions:

1. With respect to the Slope Easement, Grantee shall have the right to maintain and repair the slope. Grantor reserves for itself and its successors in title to the Slope Easement Area, the right to change the grade of the slope or to replace all or any portion of the slope with a properly designed and constructed retaining wall so long as such change or replacement will not disturb the grade of the Land. Grantee shall not permit the surface drainage from the Land to erode any banks or retaining walls constructed in the Slope Easement Area.

2. With respect to the Ingress/Egress Easement, Grantee acknowledges that Grantor, and Grantor's successors in title to Lot 2 on the Plan of Subdivision of MetroCenter Lot 21A, Block C of record in Plat Book 7900, Page 504, Register's Office for Davidson County, Tennessee ("Lot 2") may grant similar easements and licenses to others to use the driveways and walkways located in the Ingress/Egress Easement Area and Grantee may not construct curbs or barriers which would prevent or inconvenience such use by such other persons.

Upon receipt of Grantee's prior written consent, which shall not be unreasonably withheld, Grantor may impose reasonable rules and regulations to govern the speed and direction of passage through the Ingress/Egress Easement Area. Grantor and Grantee shall not provide any parking spaces within the Ingress/Egress Easement Area. Grantee shall have the responsibility and obligation to maintain the pavement of the Ingress/Egress Easement.

3. With respect to the Sanitary Sewer Easement Area, Grantee acknowledges that the Sanitary Sewer Easement is a public dedication and the line constructed therein shall be the property of and maintained by the Metropolitan Government of Nashville and Davidson County.

4. Grantee shall indemnify and save Grantor harmless from and against any and all loss, costs, damages, expense, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by Grantor resulting from injury or death of persons or damage to property arising as a result of the condition or maintenance of the pavement of the Ingress/Egress Easement Area; provided that Grantee shall not so indemnify and save harmless Grantor from the consequences to Grantor caused by any negligent acts or willful acts or omissions of Grantor, its agents, employees or contractors.

5. The Association shall indemnify and save Grantee harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by Grantee resulting from injury or death of persons or damage to property which occurs upon the Landscape Easement Area which

in any manner directly or indirectly grows out of and occurs in connection with the negligent or unlawful use of the Landscape Easement Area by the Association, its successors, assigns, tenants, employees, agents, contractors, invitees or licenses; provided, that the Association shall not so indemnify and save harmless Grantee from the consequences to the Grantee caused by any negligent acts of willful acts or omissions by Grantee, its agents, employees, contractors or invitees.

6. The easements and rights granted and/or reserved herein and the various terms, conditions, reservations and restrictions relating thereto set forth herein shall be (i) easements and covenants running with the land, and (ii) binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns and all those claiming by, through or under each owner or its, his or her heirs, successors and assigns.

7. Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever, except as expressly stated to the contrary herein.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

Grantor as the owner of Lot 2, for itself and the successors in title to Lot 2 agrees to pay the real estate taxes and assessments against Lot 2 before they become delinquent. In the event the real estate taxes on Lot 2 are not paid when due, Grantee shall have the right, but not the obligation to pay said delinquent taxes and any penalty and interest then due, and in such event the

owner of Lot 2 shall on demand reimburse all such amounts to Grantee together with interest thereon at the same rate as delinquent real estate taxes bear, until such reimbursement is made.

Grantor does further covenant and bind Grantor, its successors, and assigns, to warrant and forever defend the title to the Property to the said Grantee, its successors, and/or assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness my hand this 25 day of February, 1993.

METROCENTER HOLDINGS, INC.

By: _____
Randall W. Parham, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert N. Buchanan III, a Notary Public of said County and State, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of METROCENTER HOLDINGS, INC., the within named bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in Nashville, this 25th day of February, 1993.

_____
Notary Public

My Commission Expires:
Mar 23, 1996

MetroCenter Improvements Association, Inc. joins in the execution of this Special Warranty Deed in order to evidence its obligation under the indemnity provisions contained in paragraph number 5.

METROCENTER IMPROVEMENTS ASSOCIATION, INC.

By: _____
Randall W. Parham, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert N. Buchanan III, a Notary Public of said County and State, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of METROCENTER IMPROVEMENTS ASSOCIATION, INC., the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in Nashville, this 25 day of February, 1993.

Robert N. Buchanan III
Notary Public

My Commission Expires:

March 23, 1996

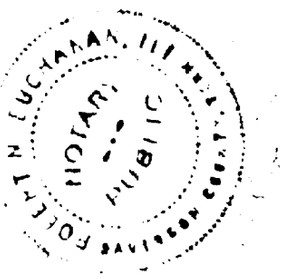


EXHIBIT A

1. A lien for 1993 property taxes which have been prorated and will be paid by Grantor.

2. Restrictions contained in the Declaration of Special Covenants and Restrictions executed by Grantor and Grantee and recorded concurrently with this Special Warranty Deed.

3. Restrictions as contained in Book 4784, Page 659; Restrictive Covenants dated January 10, 1978 recorded in Book 5242, page 389; Restrictions contained in Book 5225, page 112 and page 120; Declaration of Restrictions dated October 4, 1978 recorded in Book 5347, page 88; Modification to Restrictive Covenants dated September 9, 1981 recorded in Book 5792, page 787; Declaration dated October 16, 1986 recorded in Book 7012, page 61; Declaration of Agreements, Charges, Assessments and Liens for MetroCenter Business Park dated March 8, 1988 recorded in Book 7487, page 952.

4. Matters shown on Plat recorded in Plat Book 7900, Page 504 as follows:

   (a) 50' Minimum Building Setback from Vantage Way.
   (b) 60' Minimum Building Setback from MetroCenter Boulevard.
   (c) Landscape Easement over the northeasterly corner.
   (d) Restrictions in Owner's Certificate.
   (e) 20' Public Utility Easement over the northerly and westerly lines.
   (f) 20' and 50' Minimum Building Setback from French Landing Drive.
   (g) Sanitary Sewer Easement(s) along the easterly line.
   (h) Slope Easement on the easterly line.

   ALL as more particularly shown on said plat.

5. Survey Number 11469-30, dated 10/29/92, last revised 1/5/93, prepared by Barge Waggoner Sumner and Cannon, Surveyors, indicates the following:

   (a) Minimum Building Setbacks as shown.
   (b) Proposed 20' Public Utility Easement.
   (c) Underground Electric and Telephone Easement along the westerly line and the northerly line.
   (d) Proposed MetroCenter Landscape Easement at northwest corner.
   (e) Proposed Ingress, Egress Easement at northeast corner.
   (f) 8" and 48" Force Main crosses northeasterly corner.
   (g) 10' Minimum Pavement Setback at northeasterly corner.

   ALL as more particularly shown on said survey.

EXHIBIT B

Being a Landscape Easement in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located in the southeasterly quadrant of the intersection of MetroCenter Boulevard and Vantage Way, being a part of Lot No. 1, as shown on the plan of MetroCenter, Tract 21A, Block C, as of record in Book 7900, Page 504, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of Vantage Way, said point being the easterly terminus of a curve return to the easterly right-of-way line of MetroCenter Boulevard.

THENCE, with said right-of-way line with a curve to the right 25.00 feet to a point, said curve having a central angle of 03° 30' 39", a radius of 408.00 feet, a tangent of 12.50 feet and a chord of N 81° 28' 24" E, 25.00 feet;

THENCE, leaving said line S 06° 51' 18" E, 20.54 feet to a point;

THENCE, S 45° 19' 15" W, 35.36 feet to a point;

THENCE, S 14° 54' 15" W, 84.17 feet to a point in the easterly right-of-way line of MetroCenter Boulevard;

THENCE, with said right-of-way line with a curve to the left 60.00 feet to a point, said curve having a central angle of 02° 35' 32", a radius of 1,326.24 feet, a tangent of 30.00 feet, and a chord of N 18° 47' 59" W, 59.99 feet;

THENCE, continuing with said line with a curve to the right 87.98 feet to the point of beginning, said curve having a central angle of 100° 48' 49", a radius of 50.00 feet a tangent of 60.45 feet and a chord of N 30° 18' 40" E, 77.06 feet.

Containing 4,059 square feet or 0.09 acre, more or less.

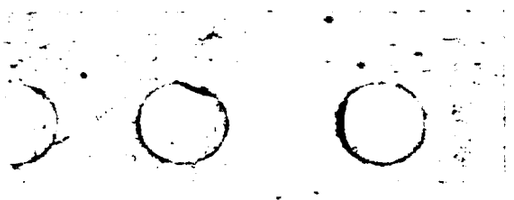
7404 02/26 0101 03CHECK 1062.50

95703

IDENTIFICATION REFERENCE

FEB 26 11 30 AM '93

DAVIDSON COUNTY, TN



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

RECEIVED OF _____

FOR _____

429

BOOK 8874 PAGE 120

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

AMT
275000.00
CON TX 1017.50
PRFEE 1.00
WIREED 44.00
TOTAL 1062.50
CHECK 1062.50

02/26/93 01 11:29 0001 7404

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95703

IDENTIFICATION REFERENCE

FEB 26 11 30 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 025000