Box 35

#269828

Prepared by:
Susan Lake Gasway, Attorney
Law Department
Dayton Hudson Corporation
777 Nicollet Mall
Minneapolis MN 55402-2055

QUITCLAIM DEED

(CORPORATE FORM)

BOOK 8994 PAGE 874

Address New Owner(s) as Follows:	Send Tax Bills To:	Map Parcel Numbers
Longhorn Steaks, Inc.	SAME	
Bldg. 200 (Name) 8215 Roswell Road	(Name)	(Part of) Map 163
(Street Address) Atlanta GA 30350	(Street Address)	Parcel 274
(City) (State) (ZIP)	(City) (State) (ZIP)	

FOR AND IN CONSIDERATION of One dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, Iowa Land Services Company, an Iowa corporation, by these presents do hereby quitclaim and convey unto Longhorn Steaks, Inc., a Georgia corporation, its successors and assigns, all right, title and interest in and to the following described tract of land:

Lot 3, Resubdivision of Lot #1 and Reserve Parcel B, Section 7, Cloverleaf Estates, Recorded in Book 7900, Page 547, subject to the restrictions set forth in Exhibit A attached hereto and hereby made a part hereof and the Permitted Encumbrances set forth on Exhibit B attached hereto and hereby made a part hereof.

Iowa Land Services Company hereby assigns to Longhorn Steaks, Inc. all warranties it received on the property in the deed from Dayton Hudson Corporation to Iowa Land Services Company.

2519 06/28 0101 03CHECK 1313.06

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The actual consideration or value whichever is greater, for this transfer is $ 343,826.25 .

Carl V. Luckett
Affiant

Subscribed and sworn to before me,
this 25 day of June, 1993.

Paulette Stevenson
Notary Public

PAULETTE STEVENSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires 9-12-95

Witness _____, hand _____ this 14 day of June, 1993, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Iowa Land Services Company

Carl V. Luckett

34856
IDENTIF. ⇒ REFERENCE
93 JUN 28 AM 10:48
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 8994 PAGE 875

Personally appeared before me, _____, a Notary Public in and for said County and State, _____

_____

the within named 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 _____, 1993.

_____
Notary Public

Commission expires _____

STATE OF ~~TENNESSEE~~ Minnesota)
)
COUNTY OF ~~DAVIDSON~~ Hennepin)

Before me, Paulette Stevenson, a Notary Public of the State and County aforesaid, personally appeared Carl V. Luckett with whom I am personally acquainted, and who, upon oath, acknowledged ~~his~~ self to be the Vice President of ~~the~~ Town Land Services Co., the within named bargainor, a corporation, and that ~~he~~ as such Vice 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 Vice President.

Witness my hand and seal, at office in Minneapolis, MN, this 1st day of June, 1993.

Paulette Stevenson
Notary Public

Commission expires _____

PAULETTE STEVENSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires 9-12-95

f:\slg\qcdeed.ils

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

EXHIBIT A
DEED RESTRICTIONS

The said Grantee by its receipt and acceptance of this conveyance covenants, agrees and acknowledges that it takes title to the Premises subject to the following restrictions relating to its use and improvement, which shall be deemed covenants running with the land but which shall terminate and be of no further force and effect upon the expiration of a period of twenty (20) years from the date hereto, enforceable against the Grantee, its successors, grantees and assigns as owner of the Premises and inuring to the benefit of and enforceable by the Grantor, its successors and assigns as the owners of adjacent land described at the end of this Exhibit;

(a) Grantee may not erect any building on or commence site improvements to or expansion of the Premises until the Grantor has issued its written approval of the final exterior design plans for such building (including color scheme and materials) and of the site plan showing the finished grades, drainage scheme, location of such building and other related or supportive facilities (including landscaping, parking lot layout and exterior signing). Grantor's approval shall not be unreasonably withheld; provided, however, that the following provisions must be complied with:

(i) no building height shall exceed twenty-five (25) feet above ground level, nor contain more than one story;

(ii) the total gross building area (including all floors, basements and mezzanines) shall not exceed 5,100 square feet except as provided in paragraph (i) hereto;

(iii) all mechanical equipment (whether mounted upon the roof or on the ground) and any trash area shall be screened;

(iv) all utility lines and systems shall be placed underground whenever possible;

(v) there shall be maintained sufficient ground level, standard automobile size, parking spaces in order to comply with the following minimum requirements:

- five (5.0) parking spaces for each one thousand (1,000) square feet of floor area located on the Premises;

- if the business use contains a restaurant which has less than five thousand (5,000) square feet of floor area, then five (5) additional parking spaces for each one thousand (1,000) square feet of floor area devoted to such use; or

- if the aggregate floor area devoted to restaurant use is five thousand (5,000) or more, then ten (10) additional parking spaces for each one thousand (1,000) square feet of floor area devoted to such use;

- if the business use contains a drive-up unit (such as remote banking tellers or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles for each drive-up unit; and

(vi) one free standing identification/logo sign (pylon, monument or otherwise) shall be permitted upon the premises with a height not to exceed the lesser of (1) thirty-five feet or (2) the height of the Target pylon sign; and

(vii) none of the following shall be permitted outside of any building located upon the Premises: flashing

lights or spot lights; pennants or banners; or loud speakers, except that loud speakers may be used on the porch of the building so long as the sounds emitted by them cannot be heard further than a twenty feet radius from the building.

Grantor shall have thirty (30) days after receipt of such plans for review. If Grantor shall take no action within said thirty (30) day period, the plans shall be deemed approved.

(b) Grantee shall maintain the exterior of all buildings and the grounds in the same or better condition than the buildings and grounds located on the Grantor's adjacent property. Grantee shall maintain adequate ground cover on all portions of the premises in an appropriate and satisfactory appearance until development. If Grantee fails to perform such maintenance within thirty (30) days after written notice from Grantor, Grantor or its agent or assigns may enter the Premises and perform such maintenance, whereupon all expenses associated with such maintenance shall be paid by Grantee upon Grantor's demand.

(c) No exterior building sign shall:

(i) be placed on a building's roof, be placed on penthouse walls, or project above the parapet or top of the wall upon which it is mounted; or

(ii) be painted on the surface of any building; or

(iii) contain exterior moving parts; or

(iv) identify products to be sold or rented, nor services offered within the building.

(d) Grantee shall not make alterations to the exterior of any building located on the Premises or changes in site improvements

(except for normal maintenance) unless at least thirty (30) days before construction be commenced, Grantor shall have issued its written approval of the alterations or changes, which approval shall not be unreasonably withheld; provided, however, that the other requirements set forth herein must continue to be complied with.

(e) Grantee shall install and maintain a six (6") inch continuous curb along all property lines not bordering on public streets, the purpose of which is to obstruct and limit the flow of vehicle travel to and from adjacent private property; provided, however, that if the Grantor, by recordable instrument, grants access to, over and across its adjacent land, then the curb may be removed along the access point area for the period of time covered by such easement grant. Delivery vehicles shall not be permitted to park overnight on the Premises.

(f) The name "Target" shall not be used in any business or trade conducted upon the Premises.

(g) Grantee may use the Premises only for the operation of a restaurant/bar for the first five (5) years following the date hereof, and thereafter for any lawful retail and/or commercial purpose; provided however, that in no event shall the Premises be used for any of the following purposes:

(i) Any obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Shopping Center;

(ii) Any operation primarily used as a warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(iii) Any "second hand" store or "surplus" store;

(iv) Any mobile home, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located in the rear of any building);

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to on-site service oriented to pickup and delivery by the ultimate consumer, including nominal supporting facilities, as the same may be found in retail shopping districts in the metropolitan area where the Shopping Center is located;

(viii) Any automobile, truck, trailer or R.V. sales,leasing, display or repair;

(ix) Any bowling alley, skating rink, health spa, fitness center or theater;

(x) Any living quarters, sleeping apartments, or lodging rooms;

(xi) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);

(xiii) Any mortuary;

(xiv) Any establishment selling or exhibiting pornographic materials;

(xv) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of gross revenues arising out of, or resulting from such business;

(xvi) Any flea market, amusement arcade, pool or billiard hall, car wash, or dance hall.

(xvii) No toy store exceeding 5,000 square feet of Floor Area shall be permitted;

(xviii) No junior department store and/or apparel store exceeding in the aggregate 15,000 square feet of Floor Area shall be permitted;

(h) If no action is taken by Grantor to enforce the provisions of (a), (b), (c) or (d) above within one (1) year of any violation or default, such violation or default shall be deemed waived by the Grantor, it being understood that such waiver shall not in any manner or form impair Grantor's right to object to any subsequent violation or default thereunder.

(i) The Parties agree that Buyer may after its purchase of the Property, expand the initial building to contain up to 6,700 square feet, so long as Buyer can provide adequate parking on the Property for the larger building in accordance with the terms of this Agreement, including this Exhibit C, and all applicable law. At the time Buyer wishes to expand, Buyer shall provide to DHC, for DHC's approval, its plans and specifications for such anticipated expansion, including the placement of parking spaces. At the time the expansion commences, DHC shall be notified in writing as

provided by this Agreement and given copies of all final plans and specifications for its approval as required by this Exhibit C.

Buyer has provided to DHC a site plan dated February 15, 1993, which is attached as Exhibit B-1 to the Exchange Agreement. Exhibit B-1 depicts a building with ninety (90) parking spaces on the Property. Based on the number of parking spaces on Exhibit B-1, DHC hereby approves an expansion of the building of up to 6,000 square feet as shown on Exhibit B-1, provided that DHC retains the right to approve the final plans and specifications in accordance with this Exhibit C. In the event Buyer wishes to further expand the building by an additional 700 square feet, Buyer shall comply with the provisions of the Exchange Agreement and the requirements and restrictions of this Exhibit C.

- Grantor's Adjacent Land -

Section 7, Cloverleaf Estates, Recorded in Book 5220, Page 258, less and except Lot 3, Resubdivision of Lot #1 and Reserve Parcel B, Section 7, Cloverleaf Estates Recorded in Book 7900, Page 547.

EXHIBIT B TO WARRANTY DEED

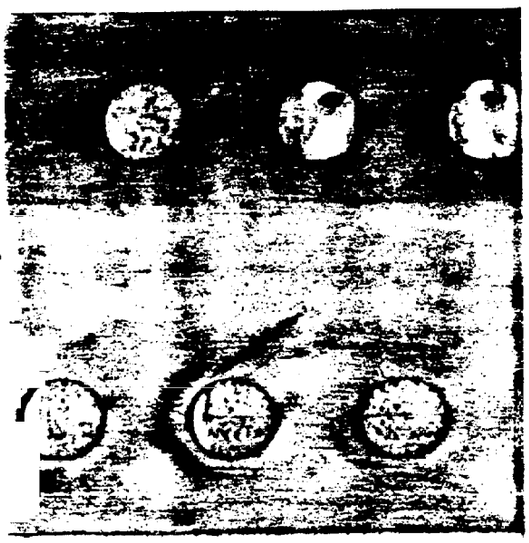
Permitted Encumbrances

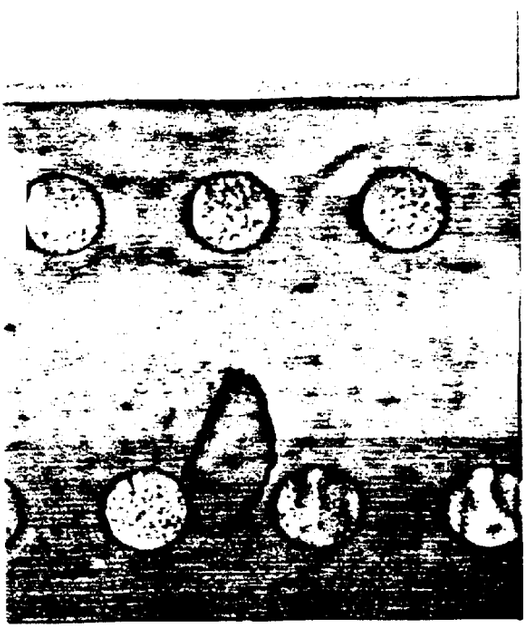
1. Subject to all matters shown on the Plan of record in Book 5200, page 258, as amended in Book 5739, page 552, Register's Office for Davidson County, Tennessee.

2. Deed of conveyance of water main and lines of record in Book 5719, page 910, and in Book 5719, page 916, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewer and/or Storm Drainage, of record in Book 7316, page 62, said Register's Office.

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

RECEIVED OF _____

FOR _____

BOOK 8994 PAGE 884

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 343826.25
CON TX 1272.06
PRFEE 1.00
WDEED 40.00
TOTAL 1313.06
CHECK 1313.06

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 001 2519

34856
IDENTIF. ↑ REFERENCE

93 JUN 28 AM 10:48

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 667725