Davidson County DEEDWARR
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Fees:31.00 Taxes:2097.90
20010309-0023041

GENERAL WARRANTY DEED

FROM: Jack D. Johnson, 404. EHJ an individual and wife Edith H. Johnson
Grantor

TO: Jack in the Box Eastern Division L.P.,
a Texas limited partnership
Grantee

This instrument was prepared by:
Darlene R. Gerson, Esq.
Kane, Russell, Coleman & Logan, P.C.
1601 Elm Street, Suite 3700
Dallas, Texas 75201

Address New Owner(s) as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers:
Jack in the Box Eastern Division L.P. 9330 Balboa San Diego, California 92123-1516	Jack in the Box Eastern Division L.P. 9330 Balboa San Diego, California 92123-1516	071-06-006

THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The actual consideration or value, whichever is greater, for this transfer is FIVE HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 DOLLARS ($567,000.00).

Jack in the Box Eastern Division L.P.,
a Texas limited partnership

By: JBX General Partner LLC,
a Delaware limited liability company
as general partner

Name: David M. Theno
Title: Authorized Person

SUBSCRIBED AND SWORN TO before me, this the 8th day of March, 2001.

JUDY ANKROM
COMM. #1224332
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires July 2, 2003

Notary Public

My Commission Expires: July 2, 2003

and Edith H. Johnson, husband and wife

THAT Jack D. Johnson, an individual ("Grantor") for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, paid by Jack in the Box Eastern Division L.P., a Texas limited partnership ("Grantee") whose address is 9330 Balboa Avenue, San Diego, California 92123, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Davidson County, Tennessee, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with all appurtenances thereon in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "Property").

This Deed is made and accepted by Grantee with the express understanding that the land described in Exhibit "B" attached hereto and made a part hereof, or any part thereof, shall not be used for the operation of any hamburger and/or taco-oriented restaurant business, except as may be specifically approved in writing by Grantee or subsequent fee owner of the land described in Exhibit "A". Said restriction shall be deemed a burden on the lands described in said Exhibit "B" and shall run with the lands from the date of recordation of this Deed. The restriction contained herein shall be for the benefit of the land described in said Exhibit "A" and shall be binding upon Grantor, its/their heirs, administrators, grantees, successors, lessees, tenants, and assigns. It is further agreed that the failure of Grantee to enforce the provisions hereof in the event of a breach of said restriction, shall not be a waiver of the restriction with respect to such breach or any subsequent or different breach. This provision shall remain in full force and effect so long as the land described in Exhibit "A" is used as a fast food hamburger restaurant.

Seller hereby represents and warrants that there are no violations of any federal, state or local laws, rules, regulations or orders relating to industrial hygiene or to environmental conditions on, under or about the Property, including but not limited to soil and groundwater conditions. Seller hereby agrees to indemnify, defend and hold Buyer, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from and against any and all liabilities, losses, costs, expenses, fines and penalties claimed, threatened or asserted against, or suffered or incurred by any Indemnitee, arising out of or as a consequence of the use, generation, transportation, storage, release, presence, treatment, handling or disposal of any hazardous or toxic wastes, substances or materials, or any other pollutants or contaminants ("Hazardous Materials") on or about the Property, including without limitation, all liabilities, losses, costs, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions shall not apply to any Hazardous Materials used, generated, transported, stored or disposed of thereon by an Indemnitee.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the ___ day of March, 2001.

GRANTOR:

Jack D. Johnson

Edith H. Johnson

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

and wife Edith D. Johnson

Before me, Deborah A. Hughes a Notary Public in and for said County and State, personally appeared Jack D. Johnson, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that ~~he~~ they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 9th day of March, 2001.

Deborah A. Hughes
Notary Pubic

DEBORAH A. HUGHES NOTARY PUBLIC DAVIDSON COUNTY TENN.

My Commission Expires: 5/28/03

EXHIBIT "A"

PROPERTY DESCRIPTION

Being land in the First Civil District, Second Councilmonic District, Nashville, Davidson County, Tennessee, located at the northwest quadrant of the intersection of West Trinity Lone and Hampton Street and being Lot 1. Final Plot, Jack Johnson Subdivision as of record in instrument 200007100067898, R.O.D.C. and being more particularly described as follows:

Beginning at a iron pin found with cap 1127 in the northerly right-of-way line of West Trinity Lane at the westerly curve return of said West Trinity Lone and Hampton Street;

THENCE, with the northerly right-of-way line of West Trinity Lone along a curve to the left 140.26 feet to a iron pin found with cap 1127 at the southeast corner of Lot 2 of the above referenced plat, said curve having a central angle of 02° 03' 45", a radius of 3896.43 feet, a tangent of 70.14 feet and a chord of N 89° 02' 07" W. 140.25 feet;

THENCE, with the easterly property of said Lot 2, N 01° 04' 04" E. 82.42 foot to a 5/8 inch iron pin found;

THENCE, continuing with said line, N 01° 33' 53" W. 86.22 foot to a 5/8 inch iron pin found at the northeast corner of said Lot 2 in the southerly line of Jai Jalaram Enterprises LLC as of record in Book 10733, Page 141. R.O.D.C.;

THENCE, with said southerly line of Jai Jalaram Enterprises LLC. N 84° 59' 30" E. 124.10 feet to a 1/4" iron rod found in the westerly right-of-way line of Hampton Street;"

THENCE, with said westerly right-of-way line of Hampton Street, S 15° 46' 00" E, 155.88 feet to a iron pin found with cop 1127;

THENCE, clon a curve to the right 47.02 feet to the point of beginning. said curve having a central angle of 107° 45' 46", a radius of 25.00 feet, a tangent of 34.26 feet, a chord of S 38° 06' 53" W. 40.39 feet.

Containing 25,763 square feet or 0.59 acres, more or less.

Being part of the property conveyed to Jack D. Johnson and Edith H. Johnson by deed from Shell Oil Company of record in Book 10445 page 272, Register's Office for Davidson Co. Tennessee.

EXHIBIT "B"

RESTRICTED PROPERTY

Tract I

Land in the 2nd Councilmanic District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor #823, dated April 12,1999 and known as Job No. 990050 as follows:

Beginning at an iron pin set on the southerly margin of Avondale Circle (formerly known as Stratford Avenue), said point of beginning being 100' westerly from the westerly margin of Hampton Street: thence, leaving the margin of Avondale Circle and with the line of the Leon Cheatham property of record in Book 10216, page 592, R.O.D.C. , TN, S 11° 08' 29" E 150.00' to an iron pin; Thence, leaving Cheatham S 76° 35' 00" W 150.00' to an iron pin; thence, N 11° 08' 29" W 150.00' to an iron pin set on the southerly margin of Avondale Circle: thence, with the southerly margin of Avondale Circle N 76° 35' 00", E 150.00' to the point of beginning. Containing 22,482 square feet, more or less.

Tract 2

Land in the 2nd Councilmanic District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor #823, dated April 12, 1999 and known as Job No. 990050 as follows:

Beginning at an iron pin set on the southerly margin of Avondale Circle (formerly known as Stratford Avenue), said point of beginning being the Northeast corner of the herein described tract and also being 250.00' westerly from the westerly margin of Hampton Street, thence, leaving the margin of Avondale Circle S 11° 08' 29" E 150.00' to an iron pin; thence, S 76° 35' 00" W 100.00' to an iron pin; thence, N 11° 08' 29" W 150.00' to an iron pin set on the southerly margin of Avondale Circle N 76° 35' 00" E 100.00' to the point of beginning, containing 14,988 square feet, more or less.

Tract 3

Land in the 2nd Councilmanic District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor #823, dated April 12,1999 and known as Job No. 990050 as follows:

Beginning at an iron pin set on the southerly margin of Avondale Circle (formerly known as Stratford Avenue), said point of beginning being 350' westerly from the westerly margin of

Hampton Street; thence leaving the margin of Avondale Circle S 11° 08' 29" E 150.00' to an iron pin: thence, S, 76° 35' 00" W 50.00' to an iron pin; thence, N 11° 08' 29" W 50.00' to an iron pin; thence, with the southerly margin of Avondale Circle N 76° 35' 00" E 50.00' to the point of beginning containing 7,484 square feet, more of less.

Tract 4

Land in the 2nd Councilmanic District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor #823, dated April 12,1999 and known as Job No. 990050 as follows:

Beginning at an iron pin set on the southerly margin of Avondale Circle (formerly known n Stratford Avenue), said point of beginning being 400' westerly from the westerly margin of Hampton Street; thence, leaving the margin of Avondale Circle S 11° 08' 29" E 150.00' to an iron pin; thence, S 76° 35' 00" W 50.00' to an iron pin; thence, with the line of the Otis Smith property of record in Book 7838, page 512, R.O.D.C., TN, N 11° 08' 29" W 150.00' to an iron pin on the southerly margin of Avondale Circle; thence N 76° 35' 00" E 50.00' to the point of beginning containing 7,494 square feet, more or less.

Tract 5:

Being land in the First Civil District, Second Councilmanic District, Nashville, Davidson County, Tennessee, located at the northwest quadrant of the intersection of west Trinity Lane and Hampton Street and being Lot 1, Final Plat, Jack Johnson Subdivision as of record in Instrument 200007100067898, R.O.D.C.