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12491P2375

## WARRANTY DEED

THIS INDENTURE ("Deed"), is made this 17 day of December, 1993 from Eva F. Layton, a single person ("Grantor") to Cracker Barrel Old Country, Inc., a Tennessee corporation ("Grantee") Store

The mailing address of the Grantee is P. O. Box 787, Hartman Drive, Lebanon, Tennessee 37088-0787.

WITNESSETH:

That the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Grantor paid by the Grantee, the receipt of which is acknowledged, by this Deed, grants, bargains, sells and conveys to the Grantee, its successors and assigns an undivided one-third (1/3) interest in that tract of land ("Premises") in Jackson County, Missouri described on attached Exhibit A which is incorporated by reference into this Deed.

Subject to the Covenants, Easements, Restrictions and Rights-of-Way and other encumbrances ("Permitted Encumbrances") which appear on attached Exhibit B which is incorporated by reference into this Deed, and subject to the following use restriction:

For a period of twenty (20) years from the date of the recording of this Deed, Grantee shall not use the Premises to operate thereon retail businesses which generate fifty percent (50%) of their retail volume from banking, grocery sales, pharmacy product sales or video recording rental or sales.

TO HAVE AND TO HOLD the Premises, together with all and singular the rights, privileges, appurtenances and immunities belonging to the Premises or anywise appertaining to the Premises, to the Grantee, and to Grantee's successors and assigns forever; the Grantor covenants that Grantor is lawfully seized of an indefeasible estate in Grantor's undivided one-third (1/3) interest in the fee to the Premises; that Grantor has good right to convey Grantor's undivided one-third (1/3) interest in the Premises; that Grantor's undivided one-third (1/3) interest in the Premises is free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except the Permitted Exceptions; and that Grantor will warrant and defend the title to Grantor's undivided one-third (1/3) interest in the Premises to the Grantee and to its successors and assigns forever against all lawful claims and demands not excepted in this Deed of all persons whomsoever.

IN WITNESS WHEREOF, said Grantor has signed this Deed the day and year first above written.

STATE OF MISSOURI  
COUNTY OF JACKSON  
CLERK OF COURTS

1993 DEC 17 P 1:02.5

RECORDED BOOK  
WALTER H. HOLT  
12491P2375

Eva F. Layton

300  
400  
1400  
3100  
A

12491P2376

STATE OF Idaho )  
 )  
COUNTY OF Ada ) SS.

On this 26 day of November, 1993, before me, a Notary Public in and for said state, personally appeared Eva F. Layton, known to me to be the person who executed the within Warranty Deed and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

3/20/97

Betty Blotcher  
Notary Public in and for  
said County and State  
BETTY BLOTCHER

EXHIBIT A  
LEGAL DESCRIPTION

99-24-49-32

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 24, Township 49 North, Range 32 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Southeast Quarter Section; thence South 88 degrees 41 minutes 44 seconds West along said South line a distance of 544.32 feet; thence North 01 degrees 18 minutes 16 seconds West a distance of 569.74 feet to the POINT OF BEGINNING; thence continuing North 01 degrees 18 minutes 16 seconds West a distance of 335.78 feet to the South right-of-way line of Interstate Route 70; thence South 73 degrees 35 minutes 48 seconds East continuing along said South right-of-way line a distance of 110.66 feet to a point that is 275.00 feet right of Interstate Route 70 Station 619+00; thence South 86 degrees 51 minutes 15 seconds East continuing along said right-of-way line a distance of 351.53 feet to a point on the Westerly right-of-way line of Lee's Summit Road, said point being 300.1 feet right of Interstate Route 70 Station 622+50.6 and 85.00 feet left of Lee's Summit Road Station 68+30; thence South 03 degrees 14 minutes 17 seconds East continuing along last said right-of-way line a distance of 270.00 feet; thence South 88 degrees 41 minutes 44 seconds West a distance of 210.00 feet; thence South 01 degrees 18 minutes 16 seconds East a distance of 5.00 feet; thence South 88 degrees 41 minutes 44 seconds West a distance of 255.00 feet to the point of beginning,

now known as Lot 2, Pebblebrook, as established by the Certificate of Survey, recorded December 10, 1993, as Document No. I-1236978, in the Recorder's Office at Independence, Jackson County, Missouri.

EXHIBIT B  
PERMITTED EXCEPTIONS

1. The lien of general city, state and county taxes for the year 1993.
2. "RIGHT-OF-WAY AGREEMENT" to The Gas Service Company recorded October 7, 1958, in the Office of the Jackson County Director of Records in Independence, Jackson County, Missouri ("Recorder's Office") in Book 1261, at Page 496, as Document No. 708454.
3. Abutter's rights of direct access to Interstate Route 70, as condemned by the State of Missouri in the Circuit Court of Jackson County, Missouri, in Case No. 123782, as evidenced by the REPORT OF COMMISSIONERS" recorded in the Recorder's Office in Book 1354, at Page 275, as Document No. 733591.
4. Abutter's rights of direct access to Interstate Route 70, ("including the ramp connecting with Lee's Summit Road") and to Lee's Summit Road (from Station 65+50 to Station 71+28.31) granted to the State of Missouri by the document recorded in the Recorder's Office in Book I-928, at Page 1414, as Document No. I-380122.
5. Terms and provisions of the Agreements filed in the Recorder's Office January 12, 1990, as Document No. I-955899, in Book I-1988, Page 736 and filed January 16, 1990, as Document No. I-955998, in Book I-1988, Page 1535.
6. Covenants and restrictions contained under Document No. I-979865, filed in the Recorder's Office in Book I-2026, Page 1093.