THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims (WBJ)
2700 First American Center
Nashville, Tennessee 37238

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Blue Bell, Inc.	Same	P/O 40-36
(NAME)	(NAME)	P/O 41-1
P. O. Box 21488		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 5801 PAGE 291
Greensboro, N.C. 27420		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Four Hundred Thousand ($400,000) *DOLLARS*

cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, McDowell Development Corporation, a Tennessee corporation has ~~have~~ *bargained and sold, and by these presents do transfer and convey unto the said* Blue Bell, Inc., a Delaware corporation, its successors ~~heirs~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

A tract of land in the second civil district of Metropolitan Nashville, Davidson County, Tennessee being in the northeast quadrant of the Interstate I-24 north and Old Hickory Boulevard interchange and being more fully described as follows:

Beginning at an iron pin in the west line of the property conveyed to Laura K. P. True, by deed of record in Book 1713, Page 181, R.O.D.C., Tennessee, said iron pin being located N 7° 16' 18" E, a distance of 830.29' from the southeast corner of the McDowell Development Corporation property at the north margin of Old Hickory Boulevard; thence,

1) Severing the lands of McDowell Development Corporation of which this tract is a part, S 80° 49' 01" W, a distance of 996.39' to an iron pin; thence,

2) N 59° 13' 57" W, a distance of 160.25' to an iron pin on the easterly margin of a proposed road; thence,

3) Northerly with this east margin of said proposed road, and with a curve to the left having a central angle of 40° 28' 42" and a radius of 633.55' (and a chord bearing and distance of N 10° 31' 42" E 438.34'), a distance of 447.59' to an iron pin; thence,

4) N 9° 42' 39" W, a distance of 350.00' to an iron pin, the beginning of a curve; thence,

5) With a curve to the right having a central angle of 7° 55' 20" and a radius of 1,381.39' (and a chord bearing and distance of N 5° 44' 59" W 190.85'), a distance of 191.00' to an iron pin; thence,

6) N 89° 09' 21" E, a distance of 1,235.25' leaving said margin of a proposed road to an iron pin in the west line of the said True property; thence,

7) S 7° 16' 18" W, a distance of 914.35' to the point of beginning and containing 25.00 acres according to a survey by John W. Massey, R.L.S., dated September 4, 1981.

Being a portion of the property conveyed to McDowell Development Corporation by installment deed from Noble C. Caudill, II and Larry Westbrook, Trustee, of record in Book 4696, Page 9, R.O.D.C., Tennessee.

This conveyance is expressly subject to:

1) Such drainage and utility easements, setback lines, and other restrictions, requirements, and conditions which may be required or imposed by governmental authorities in connection with the development of said property.

2) Pipeline easements which are described in the instruments of record in Book 2493, Page 388 and Page 398, R.O.D.C., Tennessee.

By receipt and acceptance of this Deed, Blue Bell, Inc. hereby acknowledges its agreement for itself, its successors and assigns, that McDowell Development Corporation shall have the right to approve (which approval shall not be unreasonably withheld) prior to the commencement of construction, the building plans and specifications of any structure to be built upon the property herein conveyed, which rights of prior approval shall be covenants running with the land and shall be binding upon the Grantee, its successors and assigns.

McDowell Development Corporation also grants to Blue Bell, Inc. the non-exclusive right of ingress and egress to the property herein conveyed over the area designated as the proposed roadway on the drawing attached hereto (except that the width of the proposed roadway, to the northeast corner of the property herein conveyed, shall be eighty (80) feet rather than sixty (60) feet as shown on the attached drawing), which ingress and egress area shall be contiguous with the westerly boundary of the property herein conveyed. Blue Bell, Inc. shall have said right of ingress and egress until a plat has been recorded, dedicating a public road located in substantially the same area as said proposed roadway, which dedicated road shall be contiguous with the westerly boundary of the property herein conveyed. Said right of ingress and egress shall not be exclusive, and McDowell Development Corporation shall have the right to use said proposed roadway for access to its properties.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 400,000.00

Affiant

Subscribed and sworn to before me, this the 30 day of September, 1981

Notary Public

My commission expires: 7-21-85
(Affix Seal)

unimproved (X)
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town).

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Blue Bell, Inc., its successors ~~heirs~~ *and assigns, forever.*

And Grantor does *covenant with the said* Blue Bell, Inc., its successors and assigns *that* it is *lawfully seized and possessed of said land in fee simple;* has *a good right to convey it, and the same is unencumbered,* except as set forth above.

And Grantor does *further covenant and bind* itself, its successors and assigns ~~heirs and representatives~~ *to warrant and forever defend the title to the said land to the said* Blue Bell, Inc., its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on the dates appearing in the acknowledgments below, to make this conveyance on the 30th day of SEPT, 1981.

McDOWELL DEVELOPMENT CORPORATION

ATTEST:

By: R. B. McDowell Jr. PRESIDENT

Assistant Secretary

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BOOK 5801 PAGE 293

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. McDowell, Jr. President and Charles R. Honeycutt, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Assistant Secretary, respectively, of McDowell Development Corporation, the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by Robert A. McDowell, Jr. as such President, and attesting thereto by Charles R. Honeycutt as such Assistant Secretary.

WITNESS my hand and official seal at Nashville, Tennessee, this 30 day of September, 1981.

Cynthia E. Young
Notary Public

My Commission Expires:

1-21-85

RUSH

SEP 30 11 58 AM '81

FEE $ PAID
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

G 1997

05/30 1052.50- CHECK

582

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

BOOK 5801 PAGE 294

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

RECEIVED OF _____

FOR _____

BOOK 5801 PAGE 295

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

401500.00- CO
1040.00 CO TX
.50 PRFEE
12.00 WDEED
CHECK 1052.50-
0582A09/30/81 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G61997

IDENTIF. REFERENCE

SEP 30 11 58 AM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 845978