STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$125,000.00
Patsi B. Dreyer
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 16th DAY OF March 1990.
B. Edwards
Deputy Register

BOOK 8066 PAGE 641

NASHVILLE, TN
3300 Dickerson Rd.
L/C: 41-0919, File #6218

Part of Map 60-4-98
Previously conveyed to Grantor
in Book 5805 Page 99

NAME & Address of
New Owner & Send
Tax Bills To:
Weldon B. White, Jr., Te
615 Main Street
Nashville, TN 37203

Prepared by:
Connie Roncone
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL. 60521

QUITCLAIM DEED

For a consideration, the receipt and sufficiency of which is hereby acknowledged, McDonald's Corporation, a Delaware corporation, Grantor, by these presents, quitclaims , grants and conveys unto Weldon B. White, Jr., Trustee Grantee, whose mailing address is 162 Fourth Avenue North, Nashville, Tennessee 37219, his heirs, successors and assigns, all interest in and to the following tract of land in Davidson County, State of Tennessee, to wit:

That portion of Lot 2 of the Geopatel Subdivision of record in Plat Book 7900, Page 75 Register's Office of Davidson County, Tennessee being only that part of Lot 2 conveyed to McDonald's Corporation by deed of record in Book 5805, Page 99 said Register's Office.

Reserving unto the Grantor a perpetual, exclusive easement, appurtenant to Grantor's property conveyed to Grantor by deed of Record in Book 5805, Page 99 of Davidson County Register's Office for the purpose of installing, operating, maintaining, repairing, replacing and renewing a detention pond over, above, along, under, in and across the property beingmore particularly described as:

Commencing at an iron pipe at the northeast corner of Nancy W. Sartor property; Thence S 82° 49' 21"E 50 feet to the point of beginning; thence N 8° 18' 17"E 9 feet to a point; Thence S 82° 49' 21"E, 40 feet to a point; Thence S 8° 18' 17"W, 9 feet to a point; Thence N 82° 49' 21"W, 40 feet to the point of beginning as shown on plat as recorded in Book 7900 Page 75 Register's Office of Davidson County, Tennessee and containing 360 S.F. more or less.

Grantor shall have the right of ingress and egress across this exclusive easement for any purpose stated and such ingress/egress shall be exercised in a reasonable manner. Where Grantor's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easement, and no change of grade elevation or any excavation shall be made thereon without the prior written approval of Grantor, which approval shall not be unreasonably withheld.

Grantor and Grantee, and any other party subsequently granted the right to use the detention pond by the Grantor or Grantor's heirs, successors, or assigns, shall share equally the reasonable cost of maintaining, repairing and

insuring the detention pond. Grantor shall be responsible for supervising the maintenance and repair of the detention pond. If Grantor is not reimbursed within 30 days from the date of billing for its costs, the parties failing to pay their share may, at the Grantor's discretion, have a lien for unpaid costs placed upon the title to their respective properties by the Grantor recording a lien claim and notice.

Subject to General and Real Estate Taxes for the year 1990 and subsequent years; installments not due of any special tax or special assessments for improvements heretofore completed; special taxes or special assessments for improvements not yet completed; covenants, conditions, restrictions and reservations of record; zoning and building laws or ordinances; public, private and utility easements and roads and highways, whether or not of record.

As part of the consideration for the transfer of the above described property conveyed in this deed from Grantor to Grantee, Grantee agrees not to use this property for (i) restaurant purposes for a period of twenty (20) years from the date of this deed, and (ii) Grantee agrees not to use the property conveyed in this deed from Grantor to Grantee for any use other than a motel or hotel affiliated with and participating in a nationwide reservation system for a period of twenty (20) years from the date of this deed. These covenants shall be covenants which shall run with the land and be binding upon the Grantee, his heirs, administrators, successors and assigns.

As part of the consideration for the conveyance of the property described in this deed from Grantor to Grantee, Grantor and Grantee agree that for a period of forty (40) years from the date of this Deed, all improvements constructed upon the premises herein conveyed by Grantor to Grantee in this deed shall be constructed in accordance with plans and specifications submitted to and approved by Grantor. Grantee shall, prior to construction of any permanent improvements, submit to Grantor two (2) copies of the site plan, exterior elevations, plans for screening, outside storage, grading plans, exterior sign plan and landscape plan for approval by Grantor, which approval shall not be unreasonably withheld or delayed. In determining whether or not the plans and specifications by Grantee are acceptable to Grantor, Grantor will consider among other things, the adequacy of site dimensions, structural designs, conformity and harmony of the exterior design colors and materials with Grantor's neighboring site, the relation of finished grades and elevations to neighboring sites, and that building, parking lot, landscaping and lighting shall comply with all municipal, state and other applicable laws and that said building, parking lot and lighting shall be appropriate to a first class motel operation. Such approval shall be deemed given if Grantor does not notify Grantee in writing of any objections within thirty (30) days of receipt of such plans. Only one permanent building, and the fixtures and improvements relating directly thereto shall be constructed on the real estate herein conveyed by Grantor to Grantee in this deed. Once an initial design has been approved and constructed, Grantee can periodically do maintenance, remodels or repairs as needed, without Grantor's approval, as long as the alterations do not cause a material deviation from the original plans approved by Grantor. This covenant shall be a covenant which shall run with the land and be binding upon the Grantee, his heirs, administrators, successors and assigns.

In witness whereof, the Grantor has caused its name to be signed hereto by its duly authorized officers on this the 8th day of March, 1990.

McDONALD'S CORPORATION, a
Delaware corporation

By: _____
Vice President

BOOK 8066 PAGE 643

/4557J-15

McDONALD'S
(ACKNOWLEDGMENT)

STATE OF ILLINOIS
COUNTY OF DuPAGE SS:

I, Marylyn G. Rodgers, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Seymour Greenman, Vice-President, and Michael J. Sise, Assistant Secretary of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice-President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of March, 19 90.

Marylyn G. Rodgers
Notary Public

My commission expires 5/9/92.

OFFICIAL SEAL
MARYLYN G RODGERS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 9,1992

BOOK 8066 PAGE 644

(ACKNOWLEDGMENT - CORPORATE)

STATE OF
COUNTY OF SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____, President, and _____, Secretary of _____, a(n) _____ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

_____
Notary Public

My commission expires _____.

RUSH

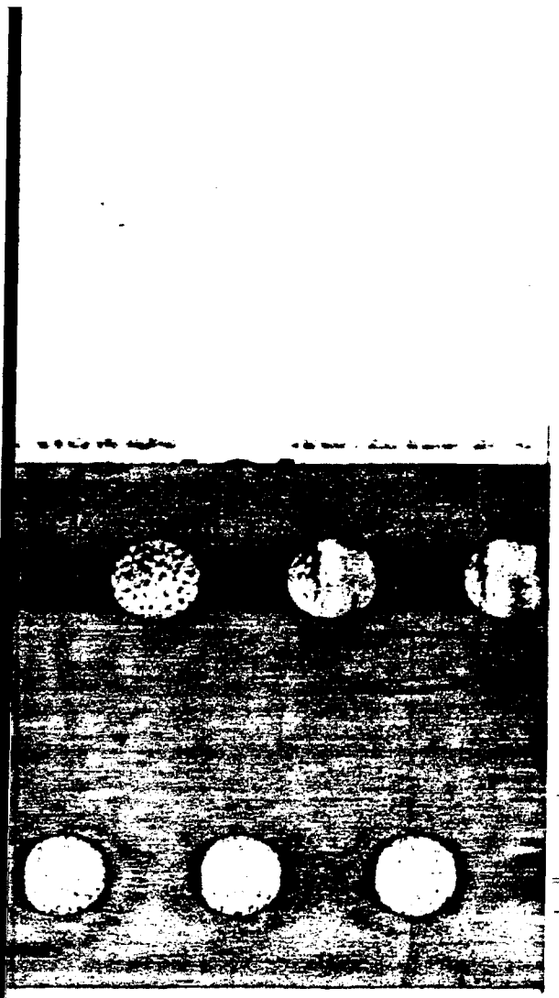
IDENTIF. TREFERENCE

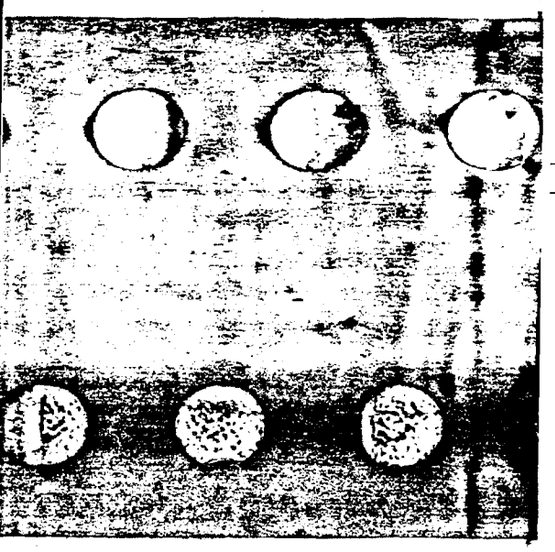
MAR 9'90 | 41 PM

425.50

1 1 4 9 8

McD-ACK-S-9/85
7251J





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

RECEIVED OF _____

FOR _____

BOOK 8066 PAGE 645

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 125000.00
CON TX 412.50
PRFEE 1.00
WDEED 12.00
TOTAL 425.50
CHECK 425.50

03/16/90 01 13:37 0001 3268

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIF. REFERENCE

MAR 16 1 41 PM '90

DAVIDSON COUNTY TN.

No. 301724