This Instrument Prepared By:
Stokes & Bartholomew, P.A.
Suite 2800, Third National Financial Center
Nashville, Tennessee 37219

FILED 50

BOOK 8115 PAGE 414

ADDRESS NEW OWNERS	SEND TAX BILLS TO:	MAP-PARCEL NO:
Harvey W. McDonald and	Same	Map 68
Cumberland Associates, Ltd.		Part of
P. O. Box 60464		Parcel 83
Nashville, TN 37206		
Mortgagee: None		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Metropolitan Nashville Airport Authority, hereinafter the GRANTOR, has bargained and sold, and by these presents does transfer and convey a one-half undivided interest unto Harvey W. McDonald and a one-half undivided interest unto Cumberland Associates, Ltd., a Tennessee limited partnership, as tenants in common, hereinafter the GRANTEES, their heirs, successors and assigns, in and to a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described in Exhibit "A" attached hereto and herein incorporated by this reference.

This is unimproved property known as Centennial Boulevard, Nashville, Tennessee.

The GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property conveyed hereby, together with the right to cause is said airspace such noise, smoke, odors, dust, vapors, vibrations, particulate matter, unburned fuel, and other consequences as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the John C. Tune Airport.

GRANTEES, for themselves, their heirs, assigns, successors, and legal representatives, hereby expressly release and forever discharge the GRANTOR, its Board of Commissioners, legal representatives, officers, assigns, associates, employees, agents, and all others acting in concert with the GRANTOR, from any and all claims, debts, liabilities, obligations, costs, expenses, actions, or demands, vested or contingent,

known or unknown, whether in tort, contract, or otherwise, which the GRANTEES may now own or hold, or have at any time heretofore owned or held, or may at any other time own or hold by reason of noise, vibrations, odors, vapors, particulates, smoke, dust, unburned fuel, or other effects as may be inherent in the operation of aircraft, caused or created by the flight or passage of aircraft in or through the airspace above the surface of the real property conveyed hereby.

The GRANTEES expressly agree for themselves, their heirs, successors and assigns, to restrict the height of structures, objects of natural growth, or other obstructions on the real property to a height of not more than that prescribed in Part 77 of the Federal Aviation Regulations, 14 C.F.R. Chapter 1, as same may be modified, amended, superceded or replaced, hereinafter the "FAA Regulations". If GRANTEES shall fail to fully comply with this provision, GRANTORS shall have the right upon thirty (30) days advance written notice to GRANTEES to enter upon the real property herein conveyed and to remove such obstruction, natural growth, structure, or airport hazard. GRANTEES shall, within thirty (30) days after completion of such removal, reimburse GRANTOR for all reasonable expenses incurred by GRANTOR in effecting such removal. All receipts and invoices, evidencing costs of removal shall be binding and conclusive on GRANTEES. Notwithstanding the foregoing, neither GRANTOR nor GRANTEES waive any rights either may have or acquire to seek compensation for the value of any airspace which may be taken as a result of any lowering of the elevation presently prescribed by the FAA Regulations or as a result of any raising of the elevation presently prescribed by the FAA Regulations.

The GRANTEES expressly agree for themselves, their heirs, successors and assigns, to utilize the real property herein conveyed in such a manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment of GRANTOR'S property, and specifically, GRANTEES agree to prevent any use of the real property which would interfere with or adversely affect the operation or maintenance of the John C. Tune Airport or otherwise constitute an airport hazard. Further, GRANTEES shall not hereafter use, cause or permit to be used, or suffer use of the aforesaid real property in such a manner as to create electrical, electronic or other interference with

radio, radar, microwave or other similar means of communications between GRANTOR and aircraft, or to make it difficult for the operators of aircraft to distinguish between airport and regularly installed air navigation lights and visual aids and other lights, or so as to result in glare in the eyes of operators of aircraft, or to impair visibility in the vicinity of said airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of aircraft on, above and about said airport.

Whenever under the terms hereof any notice is required or permitted to be made, such notice shall be deemed sufficient only if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

To GRANTEES at: Cumberland Associates, Ltd.
615 Main Street
P.O. Box 60464
Nashville, TN 37206

To GRANTOR at: President
Metropolitan Nashville Airport Authority
One Terminal Drive, Suite 501
Nashville, Tennessee 37214

Change of address may be effected by giving notice as provided above.

The easements and covenants described herein are intended to and shall run with the land, and shall be binding upon and shall inure to the benefit and use of GRANTOR, its successors and assigns, and GRANTEES, their heirs, successors and assigns.

In the event one or more of the provisions contained in this instrument or any part hereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court or competent jurisdiction, the validity, legality, and enforceability of the remaining provisions or parts hereof contained herein and any application thereof shall not in any way be affected or impaired thereby.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to said GRANTEES, their heirs, successors and assigns, forever. And GRANTOR does covenant with said GRANTEES that GRANTOR is lawfully seized and possessed of said land in fee simple, has a good right to convey it,

and the same free of encumbrances placed thereon by GRANTOR, except for and those described below* the easement and covenants herein above set out. And GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand by its duly authorized representative as of this 30th day of December, 1988.

METROPOLITAN NASHVILLE AIRPORT AUTHORITY

By: _____
William G. Moore, Jr., President

ATTEST:

_____

APPROVED AS TO FORM AND LEGALITY:

_____
Stokes & Bartholomew, P.A.
424 Church Street, Suite 2800
Nashville, Tennessee 37219

_____
Harvey W. McDonald

Cumberland Associates Ltd.

By: Main Street Properties Inc.
General Partner

By: _____

Title: President

By: _____
L. H. Hardaway, Jr.
General Partner

*Permanent Easement of record in Book 6199, page 549, as corrected in Book 6225, page 437, Easement of record in Book 6276, page 892, and Easement of record in Book 6279, page 148, all in the Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Darlene T. Marsh, a Notary Public of said county and state, William G. Moore, Jr., with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the Metropolitan Nashville Airport, and who is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 30th day of December, 1988.

Darlene T. Marsh
Notary Public

My Commissions Expires: 9/11/90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Darlene T. Marsh, a Notary Public of said county and state, Harvey W. McDonald the within named bargainor(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 30th day of December, 1988.

Darlene T. Marsh
Notary Public

My Commission Expires: 9/11/90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Darlene T. Marsh, a Notary Public of said county and state, L. H. Hardaway, Jr., with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Main Street Properties Inc., the general partner of Cumberland Associates, Ltd., the maker, and who is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 30th day of December, 1988.

Darlene T. Marsh
Notary Public

My commission expires:
9/11/90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Darlene T. Marsh, a Notary Public of said county and state, L. H. Hardaway, Jr., with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the General Partner of Cumberland Associates, Ltd., the maker, and who is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 30th day of December, 1988.

Darlene T. Marsh
Notary Public

My commission expires:
9/11/90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of the property transferred (whichever is greater) is $16,350.00. This is equal to or greater than the property would bring at a fair and voluntary sale.[1]

L. H. Hardaway, Jr.
Affiant

Sworn to and subscribed before me
this 30th day of December, 1988.

Darlene T. Marsh
Notary Public
My Commission Expires: 9/11/90

[1]

EXHIBIT "A"

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being a portion of the property conveyed to Metropolitan Nashville Airport Authority, by deed of record in Book 4788, page 209, R.O.D.C., as corrected by Deed of Correction in Book 6434, page 159, R.O.D.C., and being more particularly described as follows:

Beginning at a point in the easterly margin of Centennial Boulevard, said point being northerly 246.46 feet from the intersection of said easterly margin with the southerly line of said Airport Authority property;

Thence with said margin with a curve to the left, 76.53 feet to a point, said curve having a central angle of 04 deg. 23', a radius of 1,002.14 feet, a tangent of 38.28 feet and a chord of N 67 deg. 50' 28" W, 76.51 feet;

Thence, leaving said margin N 23 deg. 45' E, 201.21 feet to a point;

Thence, with a curve to the right 85.54 feet to a point, said curve having a central angle of 01 deg. 03', a radius of 4,633.66 feet, a tangent of 42.77 feet and a chord of S 39 deg. 39' E. 85.54 feet;

Thence, S. 23 deg. 45' W, 160.78 feet to the point of beginning.

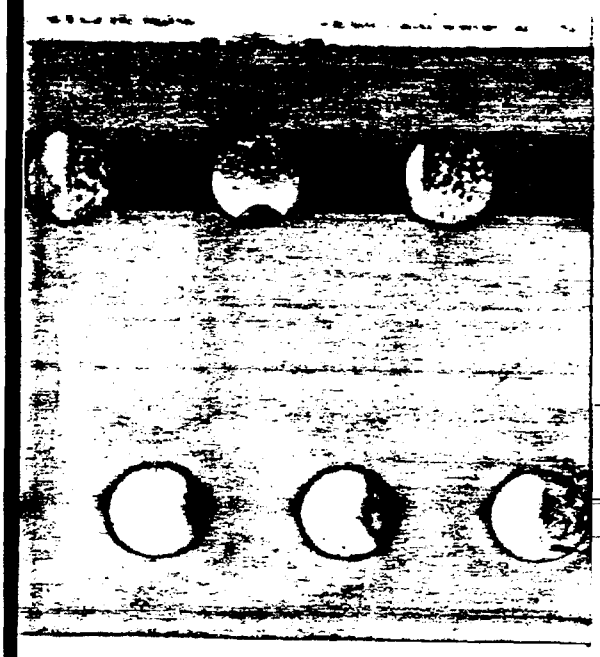
Containing 13,817 square feet or 0.32 acres, more or less.

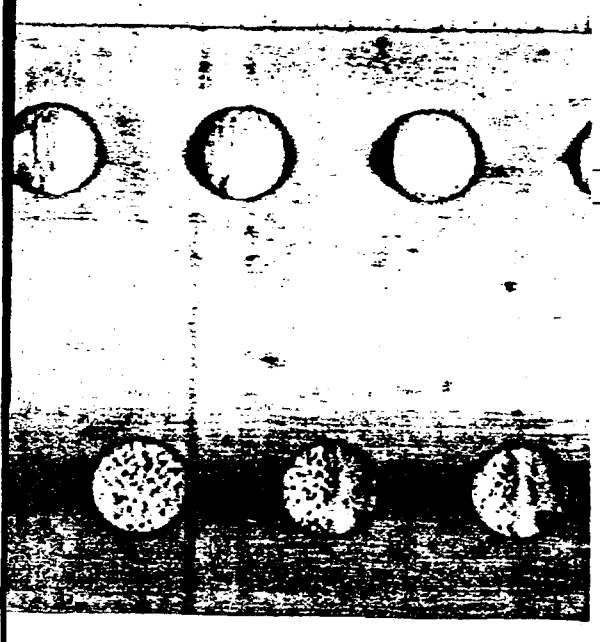
4341 05/24 0101 03CHECK 75.79

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MAY 24 10 20 AM '90

wpdoc/mcdonald.deed/dtm





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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 16350.00
CON TX 53.79
PRFEE 1.00
WDEED 21.00
TOTAL 75.79
CHECK 75.79

05/24/90 01 10:21 0001 4341

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2854

TENNESSEE REFERENCE

MAY 24 10 20 AM '90

FELIX Z. WILSON, II

No. 321752