BOOK 8501 PAGE 825

THIS INSTRUMENT PREPARED BY:

Stephen C. Small, Esq.
WYATT, TARRANT, COMBS, GILBERT & MILOM
Suite 1500, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

ADDRESS NEW OWNER:

c/o Schatten Properties
1617 Hayes Street
Nashville, TN 37203

SEND TAX BILLS TO:

Same

MAP 34-6
PAR 52

QUITCLAIM DEED

9741 12/05 0101 03CHECK 6.00

THIS QUITCLAIM DEED, executed by **THE PEP BOYS - MANNY, MOE & JACK**, a Pennsylvania corporation ("Grantor") in favor of **RIVERGATE FESTIVAL JOINT VENTURE** (the "Grantee"), a general partnership joint venture, within regard to the following:

R E C I T A L S

A. Grantee is the owner of Lot #1 on the Plan of Rivergate Station, Section 5, as of record in Plat Book 7900, page 256, Register's Office for Davidson County, Tennessee ("R.O.D.C.") and Lot #1 on the Plan of Rivergate Station, Section 6, as of record in Plat Book 7900, page 266, R.O.D.C., which real property was conveyed to the Grantee by Special Warranty Deed from RIVERGATE STATION JOINT VENTURE, of record in Book 8316, page 32, R.O.D.C.

B. Grantor is the holder of a leasehold interest on Lot #1, Section 6, being a portion of Grantee's aforementioned property, which leasehold interest is evidenced by a Memorandum of Ground Lease, dated as of the 9th day of July, 1990, of record in Book 8176, page 145, R.O.D.C., relating to that certain Ground Lease Agreement dated January 29, 1990, to which Ground Lease Agreement there is related a confirming letter, dated January 12, 1990; that certain Amendment, dated July 9, 1990, and that certain Assignment of Ground Lease, dated March 25, 1991, as modified by that certain Letter Agreement, dated April 17, 1991 (the "Lease").

C. The property description attached to said Memorandum of Ground Lease includes a non-exclusive easement and right-of-way over, and across and through the westerly 200 feet of the southern 15 feet of Lot #1, on the plat of Rivergate Station, Section 5, which plat is of record in Plat Book 7900, page 256, R.O.D.C.

D. There is recorded a Subordination, Non-Disturbance and Attornment Agreement relating to Grantee's ground lease, of record in Book 8431, page 57, R.O.D.C.

E. An "as built" survey of the shop space erected on Lot #1, Section 5, Rivergate Station, prepared by Dale & Associates, dated July 18, 1991, and most recently revised August 28, 1991 (being their Job #90116) (the "Survey") reveals that a portion of the shop space erected on Lot #1, Section 5 of Rivergate Station encroaches upon the non-exclusive 15 foot easement held by the Grantor.

F. The Grantor wishes to evidence its consent to this encroachment of the south wall of the improvements currently erected on Lot #1, Section 5, Rivergate Station, which construction resulting in an encroachment has been represented by the Grantee to the Grantor as having been inadvertent.

NOW, THEREFORE, for and in consideration of TEN DOLLARS ($10.00) cash in hand and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. The Grantor consents to the encroachment of the shop space upon the Grantor's non-exclusive easement over the westerly 200 feet of the southern 15 feet of Lot #1, Section 5, Rivergate Station, as shown on the Survey, and quitclaims and conveys unto

the Grantee, its heirs, successors and assigns, all of its rights in that portion of the non-exclusive easement which have been encroached upon inadvertently by the south wall of the shop space, as shown on the Survey.

2. This quitclaim is made by the Grantor without warranty of title, for no consideration.

3. Except as herein conveyed and consented to, the rights of the Grantor as tenant under the ground lease, a memorandum of which is of record in Book 8176, page 145, R.O.D.C., shall be unaffected. This instrument shall not constitute a waiver of any other rights of Grantor under the Lease.

IN WITNESS WHEREOF, the undersigned Grantor has caused this Quitclaim Deed to be executed by its duly authorized officers, this 25th day of November, 1991.

THE PEP BOYS - MANNY, MOE & JACK, a Pennsylvania corporation

By: _____

(Vice) President

STATE OF Pennsylvania)
)
COUNTY OF Philadelphia)

Before me, Tammy McCann, a Notary Public of the State and County aforesaid, personally appeared Joseph Cirelli, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the (Vice) President of THE PEP BOYS - MANNY, MOE & JACK, a corporation, the within named bargainor, and he as such (Vice) President executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as (Vice) President.

WITNESS my hand and seal, at office in Phila., Pennsylvania, this 25th day of November, 1991.

_____
NOTARY PUBLIC

NOTARIAL SEAL
TAMMY T. McCANN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Oct. 18, 1993

MY COMMISSION EXPIRES:
October 18, 1993

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $-0-.

_____
AFFIANT

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-26-94

H:\SCS\RIVERPEP\REV (November 18, 1991; 3:11pm)

FILED & RECORDED REGISTER DAVIDSON COUNTY, TN
DEC 5 11 49 AM '91

IDENTIFICATION REFERENCE
6.7.1 5.6