Bk 35
#265308

BOOK 8884 PAGE 788

SPECIAL WARRANTY DEED

FROM

Fountain Square Joint Venture

TO

AP Fountain Square Limited Partnership

For draftsman's use
THIS INSTRUMENT PREPARED BY:
BURT BRUTON, ESQ.
GREENBERG, TRAURIG, HOFFMAN, ET AL.
1221 BRICKELL AVENUE
MIAMI, FLORIDA 33131

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
AP Fountain Square Limited Partnership ~~12770 Colt Road, Suite1170~~ Dallas, Texas 75251	Carmike Cinemas, Inc. 1301 First Avenue Columbus, GA. 31901	pt 70-15-39 pt 70-11-05

(FOR REGISTER'S USE)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $4,500,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF March, 19 93

Notary Public

MY COMMISSION EXPIRES: 1/23/94
(AFFIX SEAL)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **FOUNTAIN SQUARE JOINT VENTURE**, a Tennessee general partnership ("**Grantor**") has bargained and sold, and by these presents does transfer and convey unto **AP FOUNTAIN SQUARE LIMITED PARTNERSHIP**, a Texas limited partnership ("**Grantee**"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit "A" attached hereto (the "**Premises**").

TO HAVE AND TO HOLD the Premises with the appurtenances, heriditaments, estate, title, and interest thereunto belonging, to Grantee, its successors and assigns, forever. Grantor covenants that, subject to the matters set forth on Exhibit "B" attached hereto, Grantor is lawfully seized and possessed of the Premises in fee simple, has good right to convey it, and that the same is unencumbered.

GRANTOR FURTHER COVENANTS and binds itself and its successors to warrant specially and forever defend the title to the Premises to Grantee, its successors and assigns, against the lawful claims of all persons claiming through or under Grantor (except for claims arising out of the matters set forth on Exhibit "B" attached hereto), but not further or otherwise.

WITNESS our hands and seals this 8th day of March, 1993.

Signed, sealed and delivered in the presence of these witnesses:

Witness: ...
Print Name: Gary Harris

Witness: ...
Print Name: Carmen Maliziia

FOUNTAIN SQUARE JOINT VENTURE, a Tennessee general partnership

BY: THF NASHVILLE, INC., a Tennessee corporation, partner

By: T.S. Haldroyd
Print Name: Timothy S. Haldroyd
Title: Vice President.

STATE OF GEORGIA
COUNTY OF Fulton

Before me, Phyllis Kaye Foreman, a notary public in and for the state and county aforesaid, personally appeared T.S. Haldroyd, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence to be the person described in the foregoing instrument, and who, upon oath, acknowledged himself to be the Vice President of THF NASHVILLE, INC., a Tennessee Corporation, the within named bargainor, and that he as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, THF NASHVILLE, INC. by himself as such Vice President.

Witness my hand and official seal at office in Fulton County, Georgia, this 8 day of March, 1993.

Notary Public

Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires May 11, 1993

Signed, sealed and delivered in the presence of these witnesses:

Karen S. Matthews
Print Name: KAREN S MATTHEWS

J. Richard Sass
Print Name: J. Richard Sass

FOUNTAIN SQUARE JOINT VENTURE,
a Tennessee general partnership

BY: FOUNTAIN SQUARE CORPORATION OF MARYLAND, a Maryland corporation, partner
(formerly known as Fountain Square Corporation)

By: _____
Print Name: RAY A. DUNN
Title: VICE PRESIDENT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

Before me, CAROL L. LAWRENCE, a notary public in and for the state aforesaid, personally appeared RAY A. DUNN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence to be the person described in the foregoing instrument, and who, upon oath, acknowledged himself to be the VICE PRESIDENT FOUNTAIN SQUARE CORPORATION OF MARYLAND, a Maryland corporation, the within named bargainor, and that he, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, FOUNTAIN SQUARE CORPORATION, by himself as such VICE PRESIDENT.

Witness my hand and official seal at Baltimore City, Maryland, this 9th day of March, 1993.

Carol L. Lawrence
Notary Public
(Commissioned as Carol L. Wenschhofer)

ANNE ARUNDEL COUNTY NOTARY PUBLIC STATE OF MARYLAND

My Commission expires:
3/1/94

EXHIBIT "A"

LEGAL DESCRIPTION
OF PREMISES

Being a parcel of land in Nashville, First Civil District, Davidson County, Tennessee, located on the northerly right-of-way of MetroCenter Boulevard and the easterly right-of-way of Great Circle Road, said parcel being Lot No. 28A on the plan of the Third Revision, Resubdivision of Tract 28, Section II, MetroCenter, as of record in Book 7900, Page 409, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point on northerly right-of-way of metrocenter Boulevard, said point being 389 feet more or less, east of the easterly right-of-way of Great Circle Road as measured along the northerly right-of-way of MetroCenter Boulevard, said point also being the southeast corner of the herein described parcel;

THENCE, with the said northerly right-of-way of MetroCenter Boulevard, the following calls:

N 79° 43' 21" W, 144.79 feet to a point;

Along a curve to the left 207.77 feet to a point, said curve having a central angle of 04° 04' 48", a radius of 2,917.79 feet, a tangent of 103.93 feet and a chord of N 81° 45' 49" W, 207.73 feet;

N 83° 47' 49" W, 3.09 feet to a point;

Along a curve return a distance of 63.37 feet to a point in the easterly right-of-way of Great Circle Road, said curve having a central angle of 72° 37' 01", a radius of 50.00 feet, a tangent of 36.74 feet and a chord of N 47° 29' 41" W, 59.21 feet;

THENCE, with the easterly right-of-way of Great Circle Road, the following calls:

N 11° 11' 04" W, 97.97 feet to a point;

Along a curve to the left 351.74 feet to a point, said curve having a central angle 37° 11' 00", a radius of 542.00, a tangent of 182.32 feet and a chord of N 29° 46' 37" W, 345.60 feet;

N 48° 22' 04" W, 136.09 feet to a point;

Along a curve to the right 282.80 feet to a point, said curve having a central angle of 37° 03' 04", a radius of 437.34 feet, a tangent of 146.54 feet and a chord of N 29° 50' 33" W, 277.90 feet;

N 11° 19' 00" W, 50.03, feet to a point, said point being the southwesterly property corner of Lot 31, Second Revision, Resubdivision of Tracts 28 and 31, Section Two, MetroCenter, as of record in Book 7900, Page 366, R.O.D.C;

THENCE, leaving said Great Circle Road and following the southerly property line of said Lot 31, the following calls:

N 78° 41' 00" E, 90.72 feet to a point;
N 84° 01' 01" E, 135.03 feet to a point;
N 89° 03' 14" E, 776.12 feet to a point, said point being the northeast property corner of the herein described parcel;

THENCE, leaving said southerly property line of Lot 31, S 10° 10' 13" W, 931.99 feet to the point of beginning.

Containing 593,353 square feet or 13.62 acres more or less.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT "B"

PERMITTED EXCEPTIONS FOR LOT 28A

The Grantor's limited warranty of title set forth in the attached Special Warranty Deed for Lot 28A does not warrant against the existence or effect of the following title exceptions, but the Grantor does not intend by this instrument to reimpose any of the following matters on the title to Lot 28A:

1. Metropolitan Government Taxes for 1993 and subsequent years.

2. Metropolitan Government easement for the operation and maintenance of a flood control levee and outlet works, including retention lakes (Lake Metrocenter) and drainage canals, as contained in Metro Council Bill No. 73-608.

3. **Restrictive Covenants - Metrocenter** of record in Book 5242, Page 389 (as made applicable to other lands by **Restrictive Covenants - Metrocenter** of record in Book 5419, Page 436), as modified in **Modification to Restrictive Covenants - Metrocenter Properties** of record in Book 5792, Page 787; restrictions against competing hotels or motels in **Memorandum of Lease** of record in Book 5225, Page 112, and in **Exclusive Covenant - Metrocenter Properties** of record in Book 5225, Page 120; and restrictions in **Declaration** of record in Book 7012, Page 61, Register's Office for Davidson County, Tennessee (PROVIDED, HOWEVER, that the right of repurchase in favor of Metrocenter Properties as set forth in Book 5242, Page 393 is NOT a permitted exception and has been released by instrument of record in Book 8064, page 560).

4. **Declaration of Agreements, Charges, Assessments and Liens for Metrocenter Business Park**, of record in Book 7487, Page 952, Register's Office for Davidson County, Tennessee.

5. Those items as shown on the plan of record in Book 7900, Page 409, Register's Office for Davidson County, Tennessee, including without limitation a previously existing 20-foot sanitary sewer easement.

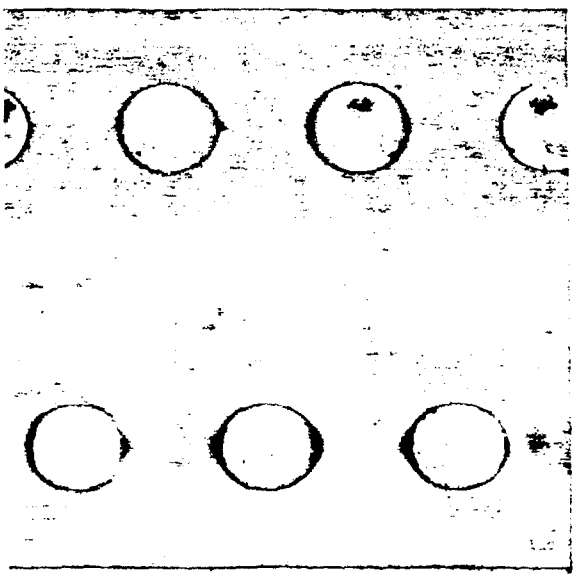
6. **Memorandum of Lease** by and between Lakeside Joint Venture, landlord, and American Multi-Cinema, Inc., tenant, of record in Book 6905, Page 84, Register's Office for Davidson County, Tennessee, and terms and provisions of Lease dated June 23, 1986 referred to therein, as amended by First Amendment to Lease dated December 2, 1986.

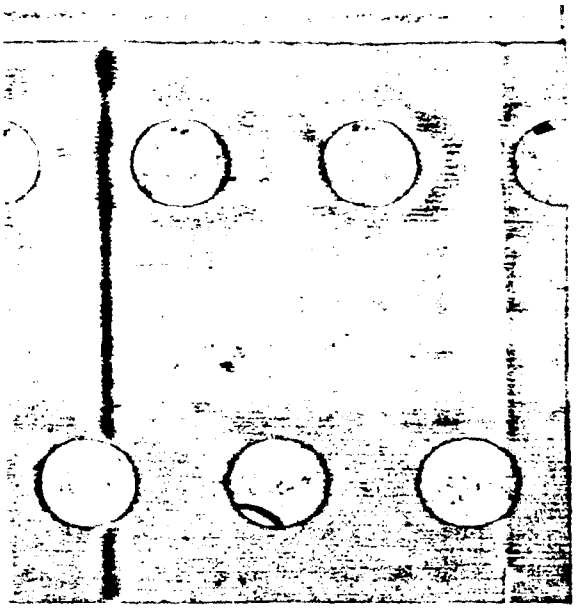
7. **Assignment of Lessor's Interest** dated March 13, 1990 between Lakeside Joint Venture, assignor, and Fountain Square Joint Venture, assignee, of record in Book 8064, Page 587, Register's Office for Davidson County, Tennessee.

8. Terms and conditions of **Assignment and Assumption of Lease Assignment** by and between American Multi-Cinema, Inc., a Missouri corporation, as assignor, and Carmike Cinemas, Inc., a Delaware corporation, as assignee, dated May 20, 1992, of record in Book 8636, Page 427, Register's Office for Davidson County, Tennessee.

9. **Declaration of Covenants, Conditions, Restrictions and Easements** dated March 10, 1993 made by Fountain Square Joint Venture as declarant, of record in Book 8884, Page 775, Register's Office for Davidson County, Tennessee.

9917.6.
IDENTIFICATION REFERENCE
MAR 10 3 34 PM '93
DAVIDSON COUNTY, TN
23710 0104 03CHECK 16667-00





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

RECEIVED OF _____

FOR _____

BOOK 8884 PAGE 792

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
4500000.00
CON TX 16650.00
PRFEE 1.00
WDEED 16.00
TOTAL 16667.00
CHECK 16667.00
03/10/93 01 15:33 0001 1178

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9917.6

IDENTIFICATION REFERENCE

MAR 10 3 34 PM '93

DAVIDSON COUNTY, TN

No. 628717