BOX 35
273591
Return to BH

297897

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS
2700 First American Center
Nashville, Tennessee 37238

SPECIAL WARRANTY DEED BOOK 9470 PAGE 228

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
McDonald's Corporation P.O. Box 66207 AMF O'Hare Chicago, IL 60666	Same	Part of Map 53 Parcel 29

FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, RIVERFRONT DEVELOPMENT LIMITED PARTNERSHIP, a Tennessee limited partnership, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto McDONALD'S CORPORATION, a Delaware corporation, ("Grantee"), certain real property in Davidson County, Tennessee, described as on Exhibit A attached hereto.

This is unimproved property on Robinson Road in Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, forever.

GRANTOR covenants and binds itself and its successors to warrant specially and forever defend the title to said real estate to Grantee, its successors and assigns, against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the matters set forth on Exhibit B), but not further or otherwise.

In the event of a portion of said property shall be condemned for the widening of Robinson Road within twenty (20) years from the date of recording of this deed, Grantor shall be entitled to and receive from Grantee or Grantee's successors or assigns an amount equal to fifty-eight percent (58%) of that portion of the final condemnation award allocated to the value of the land only and not any portion of the award for landscaping or other improvements accept by Grantee its successors or assigns. Nothing contained in this provision shall grant to Grantor the right to contest any final award. In addition, this provision shall only apply in the event that such condemnation proceedings specifically involve the taking of that portion of said property consisting of up to a maximum of twenty-six (26) feet of frontage along Robinson Road.

IN WITNESS WHEREOF, Grantor executed this instrument on this 20th day of September, 1994.

RIVERFRONT DEVELOPMENT LIMITED PARTNERSHIP

By: _____
Henry C. McCall
Managing Partner

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, Henry C. McCall, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the managing partner of Riverfront Development Limited Partnership, a limited partnership, and is authorized by the limited partnership to execute this instrument on behalf of the limited partnership.

WITNESS my hand, at office, this 20th day of September, 1994.

Kay B. Housch
Notary Public

My Commission Expires:

11-22-97

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value (whichever is greater) for this transfer is $200,000.00.

Kay B. Housch
Affiant

Subscribed and sworn to before me, this 20th day of September, 1994.

Leanne R. [illegible]
Notary Public

My Commission Expires:

9/16/95

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 3 on the Final Plat of Section 2 Riverfront Shopping Center, of record in Book 7900, page 784, Register's Office for Davidson County, Tennessee.

Together with two easements: A 50-foot Ingress-Egress and Public Utility and Drainage Easement, and a 45-foot Ingress-Egress and Public Utility and Drainage Easements, as shown on the Easement Plan Riverfront Shopping Center, of record in Book 7900, page 769, said Register's Office.

Being part of the same property conveyed to Grantor by deed of record in Book 9267, page 664, Register's Office of Davidson County, Tennessee.

Grantee agrees that Grantor may change or modify said easement roads except that Grantee's consent will be required for changes and modifications within 200 feet of the subject property. Grantee's consent to changes and modifications will not be unreasonably withheld, and Grantee's consent will not be required for future curb cuts between said easement roads and "Parcel 5" as described in instrument of record _____ Book 9470, page 222, said Register's Office.

92512

IDENTIFICATION REFERENCE

94 SEP 20 PM 1:17

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

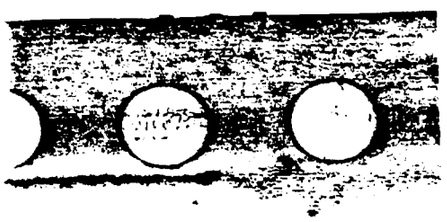
0197 09/20 0101 03CHECK 757.00

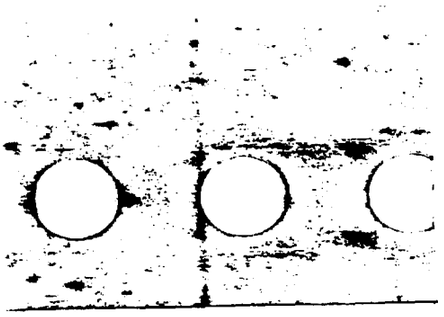
EXHIBIT B

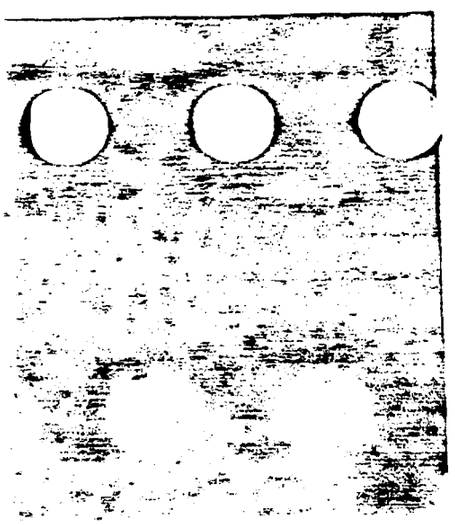
1. Taxes for 1994 and thereafter, a lien but not yet due and payable.

2. Declarations of Covenants, Conditions and Restrictions of record in Book 7584, page 347, Register's Office for Davidson County, Tennessee, as amended by Amendment to Declaration of record in Book 8083, page 496, said Register's Office, and further amended by Second Amendment to Declaration of record in Book 9470, page 222, said Register's Office.

3. All matters shown on plan of record in Book 6900, page 929, Book 7900, page 769, and Book 7900, page 784, said Register's Office.







OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9470 PAGE 232

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 200000.00
CON TX 740.00
PRFEE 1.00
WDEED 16.00
TOTAL 757.00
CHECK 757.00

09/20/94 01 13:16 0001 0197

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

92512
IDENTIF. & REFERENCE

94 SEP 20 PM 1:17

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

No. 836503