File Box 35 (JBP
283344

BOOK 10533 PG 220

ADDRESS NEW OWNER AND SEND TAX BILLS TO

THIS INSTRUMENT PREPARED BY:
Long, Ragsdale & Waters, P.C.
1111 Northshore Drive, N.W.
Suite S-700
Knoxville, Tennessee 37919

~~RESPONSIBLE TAXPAYER:~~
NASHPIKE PARTNERS, L.P.
c/o ICIG Airport Technology, L.L.C.
3100 Monticello - Site 400
~~OWNER:~~
DALLAS, TEXAS 75205
ATTN: Michael Horowitz

MAP— 26
PARCEL— 49

Source of Grantor's Title:
Deeds recorded in Book 6594, page 662 and Book 6506, page 950 in the Register's Office for Davidson County, Tennessee

CLT No.: 25-123

o o O o o

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is Twelve Million Eight Hundred Thousand Dollars ($12,800,000.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

A. C. Mancigotti
~~Affiant~~

Subscribed and sworn to before me this 3rd day of July, 1997.

Kimberly Hunter
Notary Public

KIMBERLY HUNTER NOTARY PUBLIC AT LARGE KNOX COUNTY

My commission expires: 8/30/99

o o O o o

WARRANTY DEED

THIS INDENTURE, made as of the 3rd day of July, 1997, between **RIVERGATE PROPERTIES, LTD.**, a Tennessee limited partnership, (herein "Grantor") and **NASHPIKE PARTNERS, L.P.**, a Delaware limited partnership (herein "Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit: Situate in Davidson County, Tennessee, and within the City of Nashville, and being more particularly described on Exhibit A attached hereto and incorporated hereby by reference (the "Premises").

TO HAVE AND TO HOLD the said Premises to the said Grantee, his successors and assigns forever.

And Grantor, for itself, its representatives, successors and assigns, does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the Premises, has full power, authority and right to convey the same; that such Premises are free from all encumbrances except for the lien for real estate taxes for 1997 and subsequent years and those matters described on Exhibit B attached hereto and incorporated herein by reference; and that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED. The terms "Grantor" and "Grantee" and any pronouns shall be read in the singular and plural number and in such gender as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the date first above written.

RIVERGATE PROPERTIES, LTD.

By: RIVERGATE CORPORATION, a Tennessee corporation, its general partner

By: A.C. Masingill, Jr.
A.C. Masingill, Jr., President

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, Kimberly Hunter, of the state and county aforesaid, personally appeared A.C. Masingill, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be President of Rivergate Corporation, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Knoxville, this 3rd day of July, 1997.

Kimberly Hunter
Notary Public

My commission expires: 8/30/99

KIMBERLY HUNTER NOTARY PUBLIC AT LARGE KNOX COUNTY

kkm\dee\0003.riv

EXHIBIT A
to
Warranty Deed

(Legal Description)

See Attached

Being a parcel of land in the Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, said parcel being located north of Gallatin Pike between Conference Drive and Liberty Lane and being Lot 4 as shown on the revised Final Plat of Rivergate Properties Ltd. of record in Plat Book 6250, Page 919, R.O.D.C. and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Gallatin Pike; said point being the westerly terminus of a curve return in the northwesterly quadrant of the intersection of Gallatin Pike and Liberty Lane;

THENCE, along the northerly right-of-way line of Gallatin Pike the following calls:

S 50° 07' 23" W, 219.73 feet to a point;

S 86° 40' 03" W, 7.80 feet to a point;

S 50° 13' 26" W, 271.54 feet to a point;

N 39° 37' 11" W, 3.89 feet to a point;

S 49° 23' 06" W, 527.74 feet to a point in the easterly terminus of a curve return in the northeasterly quadrant of the intersection of Gallatin Pike and Conference Drive;

THENCE, along said curve to the right, 28.38 feet to a point, said curve having a central angle of 90° 00' 00", a radius of 18.07 feet, a tangent of 18.07 feet and a chord of N 85° 01' 07" W 25.56 feet;

THENCE, along the easterly right-of-way line of Conference Drive, N 40° 01' 02" W, 6.93 feet to a point;

THENCE, along said right-of-way line and with a curve to the right, 51.93 feet to a point, said curve having a central angle of 14° 10' 04", a radius of 210.00 feet, a tangent of 26.10 feet and a chord of N 32° 56' 05" W 51.79 feet;

THENCE, along said right-of-way line, N 25° 51' 03" W, 86.00 feet to a point in the southwestern corner of Lot 1 as shown on the Revised Final Plat of Rivergate Properties, LTD, of record in Plat Book 6250, Page 919, R.O.D.C.;

THENCE, N 64° 08' 57" E, 491.00 feet to a point in the southeastern corner of Lot 3 of said plat;

THENCE, N 25° 51' 03" W, 200.00 feet to a point in the northeastern corner of said Lot 3,

THENCE, S 64° 08' 57" W, 491.00 feet to a point in the northwestern corner of Lot 1 of said plat, said point being in the easterly right-of-way line of Conference Drive;

THENCE, along said right-of-way, N 25° 51' 03" W, 381.00 feet to a point in the southwestern corner of Lot 5 of said plat;

THENCE, leaving said right-of-way line of Conference Drive and with Lot 5 of said plat the following calls:

N 64° 08' 57" E, 175.00 feet to a point;

S 25° 51' 03" E, 60.00 feet to a point;

N 59° 38' 29" E, 211.21 feet to a point;

N 28° 51' 03" W, 440.00 feet to a point;

N 64° 08' 57" E, 150.00 feet to a point in the right-of-way line of Vietnam Veterans Boulevard.

THENCE, along said right-of-way line, S 25° 24' 15" E, 28.00 feet to a point;

THENCE, continuing along said right-of-way line, N 58° 43' 47" E, 261.90 feet to a point in the western line of property of Brooks S. Fitzpatrick, et ux, of record in Book 4573, Page 296, R.O.D.C.;

THENCE, along said western line of Fitzpatrick property, S 26° 04' 52" E, 173.59 feet to a point;

THENCE, along the southern line of said Fitzpatrick property, N 73° 00' 33" E, 243.23 feet to a point in the westerly right-of-way line of Liberty Lane;

THENCE, along said right-of-way line, S 26° 30' 46" E, 297.57 feet to a point;

THENCE, continuing along said right-of-way line, S 26° 21' 25" E, 352.14 feet to a point in the northerly terminus of a curve return in the northwestern quadrant of the intersection of Liberty Lane and Gallatin Pike;

THENCE, along a curve to the right, 33.37 feet to the point of beginning, said curve having a central angle of 76° 28' 48", a radius of 25.00 feet, a tangent of 19.70 feet and a chord of S 11° 52' 59" W 30.95 feet;

Containing 737,506 square feet or 16.93 acres, more or less.

BEING part of the same property conveyed to Rivergate Properties, LTD, by Deed of Record in Book 6584, page 662 and Book 6506, page 950, Register's Office for Davidson County, Tennessee.

TOGETHER WITH easements and rights under that Reciprocal Easement and Development Agreement recorded in Book 6859, page 802, in the Office of the Register of Deeds of Davidson County, Tennessee; and that Joint Easement Agreement recorded in Book 7535, page 132, in said Register's Office; and that Agreement recorded in Book 6897, page 29, in said Register's Office; and that Declaration of Easements and Covenants recorded in Book 6726, page 400, as amended in Book 6852, page 537, in said Register's Office.

5862 07/17 0101 [illegible]

97 JUL 17 PM 2:15

[illegible] REGISTER
DAVIDSON COUNTY, TN

IDENTIF. & REFERENCE

0327517

EXHIBIT B

(Permitted Exceptions)

1. Taxes for 1997: A lien, but not yet due or payable.

2. Plat of project, recorded in Book 6250, page 919, in the Office of the Register of Deeds for Davidson County, Tennessee, and Survey File No. 8919-01, dated June 6, 1997, last revised June 24, 1997, prepared by Barge, Waggoner, Sumner & Cannon, Inc., shows a drainage easement; detention pond; a 10' public utility and drainage easement; a 20' public utility easement; a 31' reserved strip for roadway improvements; a 15' public utility and drainage easement; a 15' drainage easement; a public utility and drainage easement; a sanitary sewer easement; 6' x 30' anchor easement; a 20' public utility easement; and a 20' public utility and sewer easement.

3. Storm Water Detention Agreement of record in Book 6848, page 703, in said Register's Office.

4. Reciprocal Easement and Development Agreement of record in Book 6859, page 802, in said Register's Office.

5. Joint Easement Agreement between Rivergate Properties, Ltd., and Service Merchandise Company, Inc., of record in Book 7535, page 132, in said Register's Office.

6. Agreement concerning easement of record in Book 6897, page 29, in said Register's Office.

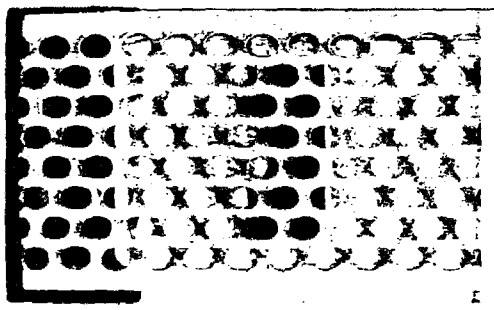
7. Declaration of Easements and Covenants recorded in Book 6726, page 400, as amended in Book 6852, page 537, in said Register's Office.

8. Rights of tenants in possession as tenants only under unrecorded leases and the following leases:

   (a) Memorandum of Lease between Rivergate Properties, Ltd., a Tennessee limited partnership, and Stein Mart, Inc., of record in Book 6743, page 555, as amended in Book 6852, page 552, in said Register's Office.

   (b) Memorandum of Lease between Rivergate Properties, Ltd. and Uptons Department Stores, Inc., of record in Book 6652, page 19, as amended in Book 6852, page 556 in said Register's Office.

   (c) Lease by and between Rivergate Properties, Ltd., and the State of Tennessee, of record in Book 10381, page 528, in said Register's Office.



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

RECEIVED OF _____

FOR _____

BOOK 10533 PG 227

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

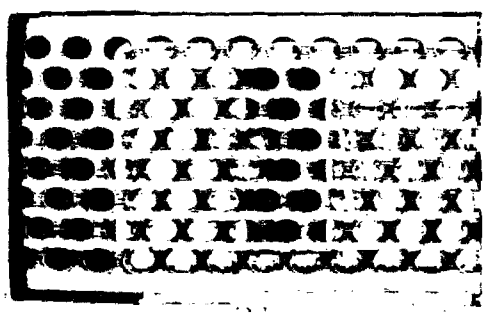
DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

Convey Amt $ 2,800,000.00

CON TX 4736.00
PRFEE 1.00
WDEED 28.00
TOTAL 4789.00
CHECK 4789.00

07/17/97 01 14:14 0:01 5860

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0327517
IDENTIF. # REFERENCE

97 JUL 17 PM 2:15

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 1175571