NUMBER 44189 RECORDED AUGUST 27, 1940 ARMOUR & CO.
TO Texas Co
~~TEXAS CO.~~

GENERAL WARRANTY DEED

THIS INDENTURE, MADE THIS 11TH DAY OF JULY, 1940, BETWEEN ARMOUR AND COMPANY OF DELAWARE, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE AND DULY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TENNESSEE, AS PARTY OF THE FIRST PART, AND THE TEXAS COMPANY, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE AND DULY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TENNESSEE, AS PARTY OF THE SECOND PART, WITNESSETH:

THAT THE SAID ARMOUR AND COMPANY OF DELAWARE FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00) TO IT IN HAND PAID BY THE SAID THE TEXAS COMPANY, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HEREBY SELLS AND CONVEYS UNTO THE SAID THE TEXAS COMPANY, ITS SUCCESSORS AND ASSIGNS, FOREVER, THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED AND BEING IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, TO-WIT:

TRACT A.: BEGINNING AT A STAKE AT THE NORTHWEST CORNER OF DEPOT STREET (FORMERLY FACTORY STREET) AND CENTENNIAL BOULEVARD; THENCE WITH THE NORTH MARGIN OF SAID CENTENNIAL BOULEVARD NORTH FIFTY-EIGHT DEGREES THIRTY-TWO MINUTES WEST (N.58° 32' W.) FIVE HUNDRED FEET (500') TO A STAKE; THENCE NORTH TWENTY-EIGHT DEGREES EAST (N. 28° E.) SEVEN HUNDRED FIFTY-ONE AND THREE-TENTHS FEET (751.3') MORE OR LESS TO A STAKE TWENTY-FIVE FEET (25') (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF THE N. C. & ST. L. RAILWAY, AS LAID OUT PRIOR TO JUNE 7, 1897; THENCE PARALLEL WITH AND TWENTY-FIVE FEET (25') FROM SAID CENTER LINE WITH A CURVE OF SEVEN DEGREES FORTY-EIGHT MINUTES (7° 48') THREE HUNDRED TWENTY FEET (320') MORE OR LESS TO POINT OF TANGENCY; THENCE SOUTH FIFTY-ONE DEGREES ELEVEN MINUTES EAST (S. 51° 11' E.) TWELVE AND EIGHT-TENTHS FEET (12.8') TO A STAKE TWENTY-FIVE FEET (25') MEASURED AT RIGHT ANGLES) FROM SAID CENTER LINE; THENCE SOUTH THIRTY-EIGHT DEGREES FORTY-NINE MINUTES WEST (S. 38° 49' W.) TWENTY-FIVE FEET (25') TO A STAKE; THENCE SOUTH FIFTY-ONE DEGREES ELEVEN MINUTES EAST (S. 51° 11' E.) ONE HUNDRED SIXTY-EIGHT FEET (168') TO A POINT FIFTY FEET (50') (MEASURED AT RIGHT ANGLES) FROM SAID CENTER LINE AND IN THE WEST LINE OF DEPOT STREET; THENCE SOUTH TWENTY-EIGHT DEGREES WEST (S. 28° W.) SEVEN HUNDRED THIRTY-THREE AND THREE-TENTHS FEET (733.3') TO THE POINT OF BEGINNIG; CONTAINING THEREIN EIGHT AND SIXTY-NINE ONE HUNDREDTHS ACRES (8.69) MORE OR LESS, AND THE FOLLOWING DESCRIBED EASEMENT AS AN APPURTENANCE TO SAID TRACT A, TO-WIT:

AN EASEMENT FOR THE CONSTRUCTION, ERECTION AND MAINTENANCE OF THE IMPROVEMENTS HEREINAFTER MENTIONED OVER AND UPON THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF PROPERTY NOW OWNED BY ARMOUR AND COMPANY OF DELAWARE LYING NORTH OF THE RIGHT-OF-WAY OF THE N. C. & ST. L. RAILWAY WHICH POINT IS LOCATED IN THE WESTERLY SIDE OF DEPOT STREET AND IS FITY FEET (50') DISTANT (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF THE N. C. & ST. L. RAILWAY; THENCE NORTHWESTERLY PARALLEL TO SAID CENTER LINE AND ALONG THE SOUTHERN BOUNDARY OF SAID LANDS OF ARMOUR AND COMPANY OD BELAWARE TO A POINT TEN FEET (10') DISTANT (MEASURED AT RIGHT ANGLES) FROM THE WEST SIDE OF DEPOT STREET; THENCE NORTH SIX DEGREES TWENTY MINUTES WEST (N. 6° 20' W.) EIGHT HUNDRED NINETY FEET (890'), MORE OR LESS, TO A STAKE; THENCE NORTH FORTY-SEVEN DEGREES FIFTEEN MINUTES WEST (N. 47° 15' W.) THREE HUNDRED NINETY FEET (390') TO A POINT; THENCE

AT RIGHT ANGLES TO SAID LAST DESCRIBED COURSE NORTH FORTY-TWO DEGREES FORTY-FIVE MINUTES EAST (N. 42° 45' E.) ONE HUNDRED FIFTY FEET (150'), MORE OR LESS, TO THE BANK OF THE CUMBERLAND RIVER; THENCE SOUTH FORTY-THREE DEGREES FORTY MINUTES EAST (S.43° 40' E.) ALONG THE SAID BANK OF THE CUMBERLAND RIVER A DISTANCE OF TWO HUNDRED FIFTY FEET (250'), MORE OR LESS, TO THE WESTERLY LINE OF DEPOT STREET; THENCE SOUTH SIX DEGREES TWENTY MINUTES EAST (S. 6° 20' E.) WITH THE SAID WESTERLY LINE OF DEPOT STREET A DISTANCE OF ONE THOUSAND NINETY FIVE FEET (1095') MORE OR LESS, TO THE POINT OF BEGINNING.

SUCH EASEMENT IS GRANTED FOR THE FOLLOWING PURPOSES AND NONE OTHER: THE LAYING, ERECTION OR CONSTRUCTION AND USE OF TWO (2) SIX INCH (6") PIPE LINES (TO BE LAID UNDERGROUND AT A MINIMUM DEPTH OF THREE FEET (3') ALONG THAT PORTION OF THE PREMISES PARALLELING DEPOT STREET, AND TO BE PARTLY LAID UNDERGROUND AND PARTLY SUPPORTED ABOVE GROUND BY CONCRETE SUPPORTS AS TO THE REMAINDER OF SAID PREMISES): THE CONSTRUCTION, MAINTENANCE AND USE OF A WALKWAY PARALLEL TO SUCH OF THE PIPE LINES AS ARE TO BE PLACED ABOVE GROUND, A STAIRWAY FROM THE NORTHWESTERLY END OF SAID WALK-WAY DOWN TO THE BANK OF THE CUMBERLAND RIVER, FOUR (4) IRON AND CONCRETE DEADMEN FOR ANCHORING BARGES, AND AN ELECTRIC POWER TRANSMISSION LINE PARALLELING SAID PIPE LINES AND TO BE SO CONSTRUCTED AS NOT TO INTERFERE WITH THE INGRESS AND EGRESS OF ARMOUR AND COMPANY OF DELAWARE (INCLUDING ITS SUCCESSORS AND ASSIGNS, TO THE ADJACENT PROPERTY, OR WITH ITS AND THEIR REASONABLE USE THEREOF.

SUBJECT TO TAXES AND ASSESSMENTS (IF ANY) NOT NOW DUE AND PAYABLE.

RESERVING, HOWEVER, UNTO THE SAID ARMOUR AND COMPANY OF DELAWARE, FOR ITSELF AND IT SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT FOR THE MAINTENANCE, USE AND REPAIR OF THE PRESENT WATER LINE OVER, UPON AND ACROSS THE SAID TRACT A AND SERVING THE PROPERTY NOW OWNED BY SAID ARMOUR AND COMPANY OF DELAWARE, AND LAYING NORTHERLY AND WESTERLY FROM SAID TRACT A, AS SAID PIPE LINE IS NOW LOCATED OR AS HEREAFTER RELOCATED AT ANY TIME OR FROM TIME TO TIME BY MUTUAL AGREEMENT BETWEEN SAID ARMOUR AND COMPANY OF DELAWARE OR ANY SUBSEQUENT OWNER OF THE PROPERTY NOW SERVED BY SAID PIPE LINE AND SAID THE TEXAS COMPANY OR ANY SUBSEQUENT OWNER OR OWNERS OF SAID TRACT A.

RESERVING ALSO, UNTO SAID ARMOUR AND COMPANY OF DELAWARE AND ITS SUCCESSORS AND ASSIGNS THE RIGHT TO MAKE SUCH REASONABLE USE OF THE AFORESAID DEADMEN, FOR THE PURPOSE OF MOORING OR ANCHORING BARGES OR OTHER WATER CRAFT ON THE CUMBERLAND RIVER DURING THE LOADING OR UNLOADING OF THE SAME, AS WILL NOT INTERFERE WITH THE USE OF SUCH DEADMEN BY THE TEXAS COMPANY OR ANY SUCCESSOR IN INTEREST THERETO.

THIS CONVEYANCE OF THE AFORESAID TRACT A IS MADE UPON THIS FURTHER CONDITION, TO-WIT:- THAT, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF ARMOUR AND COMPANY OF DELAWARE OR ANY SUCCESSOR IN INTEREST THERETO AS THE OWNER OF THE ADJOINING LAND, NO GASOLINE TANKS OR OIL STORAGE FACILITIES WILL BE CONSTRUCTED OR MAINTAINED ON SAID TRACT A NEARER THAN ONE HUNDRED SEVENTYFIVE (175) FEET FROM THE WESTERLY BOUNDARY AND EIGHTY-FIVE (85) FEET FROM THE NORTHERLY BOUNDARY.

TO HAVE AND TO HOLD THE AFORESAID TRACT A, WITH ALL AND SINGULAR THE HEREDITAMENTS AND APPURTENANCES OF AND TO THE SAME BELONGING OR IN ANYWISE APPERTAINING, AND THE AFORESAID EASEMENT, TO THE SAID THE TEXAS COMPANY, ITS SUCCESSORS AND ASSIGNS FOREVER; AND THE SAID ARMOUR AND COMPANY OF DELAWARE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, DOES COVENANT AND AGREE TO AND WITH