Prepared by J.C. Pickett, L&N RR Co.
908 W. Broadway, Louisville, Ky.

Map. 43
Par. 26
Pw

BOOK 4267 PAGE 815

Address New Owner as Follows:	Send Tax Bills to:
Pacific Car and Foundry Company (Name)	**Same** (Name)
1400 North 4th Street (Address)	(Address)
Renton, Washington 98055 (City) (P.O. Zone) (State)	(City) (P.O. Zone) (State)

FOR AND IN CONSIDERATION of the sum of One Hundred Thirty Nine Thousand Twenty Dollars ($139,020.00) paid by PACIFIC CAR AND FOUNDRY COMPANY, a corporation of the State of Washington, party of the second part, hereinafter called Grantee, the receipt of which is hereby acknowledged, LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation created and existing under the laws of the State of Kentucky, party of the first part, hereinafter called Grantor, has bargained and sold, and by these presents does hereby bargain, sell, transfer and convey unto the said Grantee, its successors and assigns, subject to the conditions hereinafter stated, a tract of land identified as Lot 1 on plat of Section One of the Edenwold Industrial Park of the Louisville and Nashville Railroad Company at Edenwold, Tennessee, which plat was recorded in Book 4175, page 28, in the Register's Office, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a rail monument in the most southwesterly corner of Tract #1 conveyed to The Tennessee Property Company by First National Company by deed dated February 9, 1959, recorded in Book 2876, page 88, in the Register's Office, Davidson County, Tennessee, said monument being in the north line of Anderson Lane, formerly Thornton Drive, said monument also being in the southeast corner of Farview Subdivision, Section 2, as recorded in Book 3600, page 6, in the Office of aforesaid; thence North 15° 43' West along a west line of said Tract #1 conveyed to The Tennessee Property Company as aforesaid and the east boundary line of said Farview Subdivision a distance of twelve hundred forty nine and seventy one hundredths (1249.71) feet to a concrete monument; thence North 74° 18' East a distance of fourteen hundred thirty seven and thirteen hundredths (1437.13) feet to a concrete monument in the west line of Myatt Drive (80 feet wide); thence South 19° 09' East along said west line of Myatt Drive (80 feet wide) a distance of seventy eight and twenty five hundredths (78.25) feet to a concrete monument; thence

southwardly along said west line of Myatt Drive, curve to the right having a radius of twenty eight hundred twenty four and seventy nine hundredths (2824.79) feet and a central angle of 23° 21', a distance of eleven hundred fifty one and twenty hundredths (1151.20) feet to a concrete monument; thence South 4° 12' West and continuing along the west line of said Myatt Drive a distance of four hundred seventy four and fifty seven hundredths (474.57) feet to a concrete monument; thence in a southwesterly direction along a curve to the right, having a radius of twenty five (25) feet and a central angle of 91° 20' a distance of thirty nine and eighty five hundredths (39.85) feet to a point in the north line of Anderson Lane, formerly Thornton Drive; thence North 84° 28' West along said north line of Anderson Lane, formerly Thornton Drive, a distance of eleven hundred sixty two and eighty one hundredths (1162.81) feet to a rail monument, the point of beginning, containing forty six and thirty four hundredths (46.34) acres, more or less, and being a part of the same property conveyed to the Grantor by the Tennessee Property Company as Parcel #16, in deed dated August 6, 1963, recorded in Book 3612, page 487, in the Register's Office, Davidson County, Tennessee.

The Grantor also conveys to the Grantee its underlying fee interest in the westerly one half of Myatt Drive that adjoins the hereinabove described property.

Taxes on the above described parcel of land will be prorated as of the date of this deed.

This conveyance is made subject to a Tennessee Valley Authority transmission line easement across the southwest corner of the above described parcel of land, also subject to a twenty (20) foot wide sanitary sewer easement along the west side and a ten (10) foot wide public utilities easement along the north side of the above described parcel of land.

The Grantee, its successors or assigns, agrees, in good faith, to commence construction of a manufacturing plant and appurtenant facilities on the property herein described, within two (2) years from the date of this deed, and to continue such construction to completion with reasonable diligence. Should the Grantee, its successors or assigns, fail to commence construction of a plant on said property within two (2) years from the date of this deed, the Grantee, its successors or assigns, agrees to reconvey the hereinabove described property to the Grantor, its successors or assigns, if

the Grantor requests such reconveyance within the third or fourth year after date of this deed. In the event that construction has started within the aforesaid two year period but is not completed within four (4) years from the date of the deed, then the Grantor shall have the right to demand reconveyance in the fifth year, however, if the Grantor does not so request, Grantor shall have no further right to demand reconveyance. Any such reconveyance in compliance with the obligations undertaken in this paragraph, shall be by deed conveying the same quality of estate and with the same warranties as contained in this deed, free of all liens and encumbrances except those upon the property at the time of conveyance to the Grantee, and for the consideration paid for said property by the Grantee. Upon substantial completion of the manufacturing plant (evidenced by the commencement of production) within the periods of time hereinabove provided, the Grantor shall, upon written request from Grantee, execute and deliver to Grantee in recordable form a full release of any rights of reconveyance herein provided.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereunto belonging, to the said Grantee, its successors and assigns forever. And the said Grantor does covenant with the said Grantee, that it is lawfully seized and possessed of said land in fee simple,has a good right to convey it, and the same is unencumbered.

The said Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed, and its corporate name to be signed hereto by W. H. Kendall, its President, and its corporate seal to be hereto affixed and attested by ~~W. K. Kesten~~ C. HAYDEN EDWARDS, its ~~Assistant~~ Secretary, this 7th day of September 1968.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By _____
President

Attest:

_____
~~Asst.~~ Secretary

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Before me, the undersigned, a Notary Public, within and for said County and State, at Louisville, duly commissioned and qualified, personally appeared W. H. Kendall and W. K. Kesten, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the President, and the Assistant Secretary of Louisville and Nashville Railroad Company, the within named bargainor, a corporation; and that they, as such President and Assistant Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said W. H. Kendall subscribing thereto the name of the corporation, by himself as such President, and by the said W. K. Kesten affixing and attesting thereon the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Jefferson County at Louisville, this 7 day of September, 1968.

My commission expires March 19, 1972.

Virginia Stevenson
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $139,020.00.

Raymond H Carroll, Agent

Subscribed and sworn to before me,
this 11th day of September, 1968.

Mary Conroy
Notary Public.

My commission expires: June 6, 1972

A 12623

IDENTIF. REFERENCE

SEP 12 8 34 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP 12 68	CONV	90,000.00	
SEP 12 68	CONV	49,000.00	
SEP 12 68	CONV	* 20.00	
SEP 12 68	S'TAX PR.FEE	.50	A* 361.40
SEP 12 68	PRFEE W'DEED		A* 6.00 * 367.90