Mail to: Charles Baker
2nd Fl. Third Nat'l Bank Bldg.
Nash, Tenn. 37219

MAP 43
P/O PAR 25
T.F.

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

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Address New Owner as follows:
Butler Transport Co.
c/o Dallas & Mavis Forwarding Co.
(Name)
4000 West Sample Street
(Street)
South Bend, Indiana 46621
(City) (State) (Zip Code)

Send Tax Bills to:
Butler Transport Co.
c/o Dallas & Mavis Forwarding Co.
(Name)
4000 West Sample Street
(Street)
South Bend, Indiana 46621
(City) (State) (Zip Code)

FOR AND IN CONSIDERATION of the sum of Twenty-Five Thousand, One Hundred Twenty Dollars ($25,120.00) paid by BUTLER TRANSPORT CO., INC., a corporation of the State of Ohio, 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 in Edenwold Industrial Park of the Louisville and Nashville Railroad Company at Edenwold, Tennessee, as shown on plat of Turner Engineering Co., Inc., dated August 19, 1969, attached hereto, and being more particularly described as follows:

To find the point of beginning commence at the point of intersection of the center line of Myatt Drive with the center line of Anderson Lane; thence northwardly along the center line of said Myatt Drive four hundred fifty-eight and fifty-eight hundredths (458.58) feet to a point; thence eastwardly at right angles forty (40) feet to the east right of way line of said Myatt Drive at a concrete monument, the point of beginning of the following described tract of land; thence North 2° 47' East along the east right of way line of said Myatt Drive forty (40) feet eastwardly from and parallel to the center line of said Myatt Drive sixty-seven and fifty hundredths (67.50) feet to a concrete monument; thence northwardly along a curve to the left with a central angle of 7° 50' a radius of two thousand nine hundred four and seventy nine hundredths (2904.79) feet, three hundred ninety seven and thirteen hundredths (397.13) feet to a concrete monument; thence North 88° 23' East two hundred thirty-two and ninety-two hundredths (232.92)

feet to a railroad rail in the property line between the Grantor and Davidson County Quarry; thence South 1° 04' East along said property line between the Grantor and Davidson County Quarry one hundred and six tenths (100.6) feet to a concrete monument; thence South 21° 41' East continuing along said property line four hundred eighteen and eighty-seven hundredths (418.87) feet to a concrete monument; thence North 87° 13' West, three hundred eighty-five and two tenths (385.2) feet to the point of beginning, containing three and fourteen hundredths (3.14) acres, more or less, being a part of the same property conveyed to the Grantor by the Tennessee Property Company as Tract #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 easterly one-half of Myatt Drive that adjoins the hereinabove described property.

The Grantor agrees to pay all taxes on the above described tract of land for the year 1969 and the Grantee shall pay all taxes for the year 1970 and thereafter.

The Grantee, its successors or assigns, agrees, in good faith, to commence construction of a truck terminal building of the Grantees design and to its specifications and appurtenant facilities on the property herein described, within one (1) year 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 truck terminal service on said property within one (1) year 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 second or third year after date of this deed. In the event that construction has started within the aforesaid one (1) year period from the date of this deed, but is not completed within three (3) years from the date of the deed, then the Grantor shall have the right to demand reconveyance in the fourth 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.

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 convenant 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, its Assistant Secretary, this 20th day of October, 1969.

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

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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 21st day of October, 1969.

My commission expires March 13, 1973.

Ann Wilson
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ 25,120.00

Charles C. Baker, Jr.
Affiant

Subscribed and sworn to before me, this 3rd day of December, 1969.

Mary L. Chenault
Notary Public

My commission expires:
My Commission Expires November 1, 1972

A 623 87

IDENTIF. REFERENCE

DEC 3 1 36 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC-3[illegible] CONV 25,120.00

~~DEC-3[illegible] STAX~~ B* ~~65.26~~

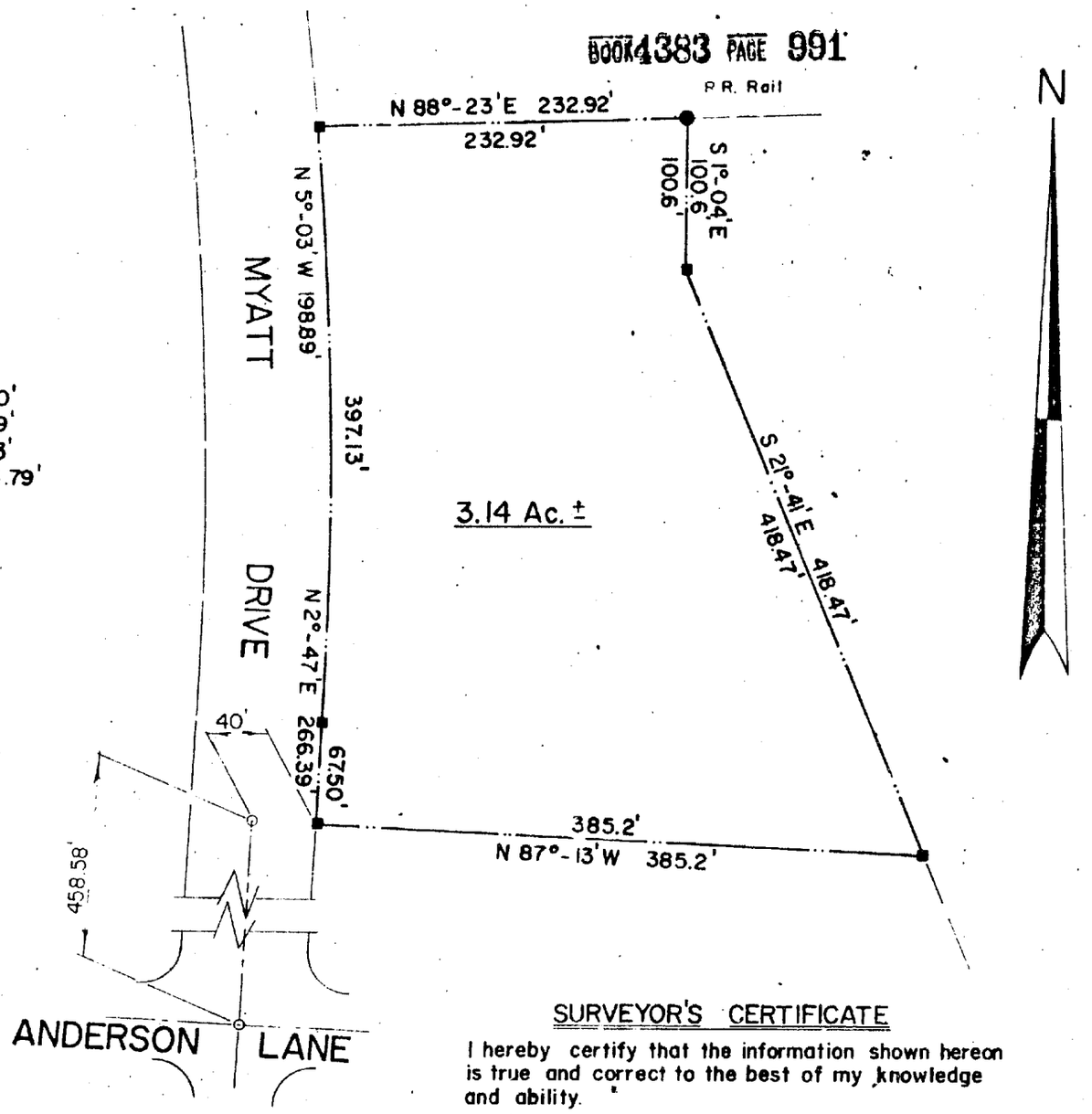
~~DEC-3[illegible] MTGE W/DEED~~ B* ~~7.50~~ * ~~73.26~~

Dec 3 69 ST 65.26

Dec 3 69 MF .50

Dec 3 69 WD 7.50 * 73.26

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Δ = 7°-50'
T = 198.89'
L = 397.13'
R = 2904.79'

SURVEYOR'S CERTIFICATE

I hereby certify that the information shown hereon is true and correct to the best of my knowledge and ability.

Turner Engineering Company, Inc.

By _____

Tenn. Reg. No. 4[illegible]E Date 5/14/[illegible]

Survey of a Parcel of Land Belonging to _____ the Louisville and Nashville R.R. Co.

11th Civil District _____ Davidson Co., Tennessee

Louisville & Nashville R.R. Co. _____ Owner

SCALE: 1"=100'

TURNER ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS
NASHVILLE, TENNESSEE

8-19-69

(1)

JOB NO. 29-69