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IDENTIF. REFERENCE

JUL 16 9 58 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 4520 PAGE 561

WARRANTY DEED
PURSUANT TO MERGER

Map 62 Parcels 29,31,32

Address New Owner and
Send Tax Bills to:

Consolidated Foods Corporation
135 South La Salle Street
Chicago, Illinois 60603

JUL 16 MISC A* 12.00 * 12.00

FOR AND IN CONSIDERATION of the mutual undertakings of the parties and particularly the Agreement of Merger executed June 30, 1971 and pursuant to its terms and provisions, RUDY'S FARM COMPANY, a Tennessee corporation, has this day bargained and sold and does hereby transfer and convey unto CONSOLIDATED FOODS CORPORATION, a Maryland corporation, its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Parcel A

Land in the Third Civil District of Davidson County, Tennessee; being part of the Daniel C. and J. Frank Rudy farm designated as Tract No. 3 on a survey by S. M. Morrison & Son, Engineers, dated July 3, 1971, revised July 10, 1971 and printed July 14, 1971 (hereto attached as Exhibit 1 and hereinafter referred to as the Survey), and described as follows:

Beginning at an iron pin on the westerly boundary of the Rudy Brothers' tract said point being N2° 29'E 1,171.4' from the center of McGavock Pike, Rudy's southwest corner; thence N2° 29'E with the west boundary 393.2' to an iron pin it being the northwest corner of Tract No. 2; thence S82° 22'E 1,225.9' to an iron pin on the westerly margin of the Briley Parkway right-of-way; thence S17° 11'E with said margin 434.4' to an iron pin; thence N82° 22'W 1,375.5' to the point of beginning, containing 11.342 acres more or less.

Said property was conveyed to Rudy's Farm Company by three separate deeds from Daniel C. Rudy and wife, Jeanette C. Rudy, and J. Frank Rudy and wife, Oleda Miller Rudy, of record in Book 3338, Page 497, Book 2485, Page 215, and Book 4520, Page 553, all in the Register's Office for Davidson County, Tennessee. Rudy Sausage Company was merged into Rudy's Farm Company by instrument of record in Book 4301, Page 363, RODC, Tennessee.

This instrument prepared by: W. Ovid Collins Jr., Attorney

RUDY'S FARM COMPANY does hereby further bargain and sell and transfer and convey unto CONSOLIDATED FOODS CORPORATION, its successors and assigns, as appurtenant to said Parcel A, certain easement rights on, across or through certain real estate designated as Tracts Nos. 5 and 1 on said Survey, which are described as follows:

Parcel A-1

Land in the Third Civil District of Davidson County, Tennessee; being a part of the Daniel C. and J. Frank Rudy farm and described as follows:

Beginning at a fence post on the westerly boundary of the Rudy Brothers' tract said post being N2° 29'E 30' from the center of McGavock Pike, Rudy's southwest corner; thence N2° 29'E with the west boundary 668.6' to a point the southwest corner of Tract No. 1; thence S87° 30'E with the southerly boundary 868.3' to a point the southeast corner of Tract No. 1; thence S0° 33'E 648.0' to a point on the northerly margin of McGavock Pike; thence N87° 32'W with said margin 952.0' to the point of beginning, containing 13.78 acres more or less.

Parcel B

Land in the Third Civil District of Davidson County, Tennessee; being a part of the Daniel C. and J. Frank Rudy farm and described as follows:

Beginning at a point on the westerly boundary of the Rudy Brothers' tract said point being N2° 29'E and 698.6' from the southwest corner of said tract and on the center of McGavock Pike; thence N2° 29'E with the west boundary 472.8' to an iron pin; thence S82° 22'E 827.0' to an iron pin; thence S0° 33'E 366.65' more or less to a point; thence N87° 30'W 868.3' to the point of beginning, containing 8.094 acres more or less.

Said easement rights are more fully described as follows:

1. An easement, right-of-way and right of ingress and egress on, across or through Parcels A-1 and B for driveway and travel purposes on, across or through a presently existing driveway and as shown on said Survey.

2. Easements, rights of way and rights of ingress and egress over, across, on, through, or under said Parcels A-1 and B, including the right to enter upon Parcels A-1 and B and to construct, use, maintain and

repair all presently existing or future underground pipelines, cables, telephone lines, sewage treatment facilities, sewage disposal facilities, mains, and other facilities, for the purpose of conveying sewage, waste materials, gas, electricity, water, and telephone services, over, across, on, through and under Parcels A-1 and B together with the right to excavate and refill ditches and/or trenches for the location of said pipelines, cables, telephone lines, sewage treatment facilities, sewage disposal facilities, mains, and other facilities, and the further right to remove bushes, undergrowth, and other obstructions interfering with the location, use, construction or maintenance of said pipelines, cables, telephone lines, sewage treatment facilities, sewage disposal facilities, mains, and other facilities, all as shown on said Survey. Without any limitation of the easements, rights-of-way and rights of ingress and egress set forth in the immediately preceding sentence, the easements, rights-of-way and rights of ingress and egress with respect to the existing sewer, water, gas, and power lines, all as shown on said Survey, shall cover 4 strips of land, each 15 feet in width over and across Parcels A-1 and B, and each of said 4 strips of land, respectively, shall be 7.5 feet wide on each side of the centerline of each of said existing sewer, water, gas and power lines, respectively.

Each of the easement rights conveyed hereinabove to Consolidated Foods Corporation, its successors and assigns, shall run with the land and shall continue until six months from and after the date said corporation, its successors and assigns, receives written notice from Daniel C. Rudy and J. Frank Rudy, their heirs, personal representatives or assigns, of their election to terminate said easement rights; provided, however, notwithstanding anything to the contrary, (1) said corporation, its successors and assigns, shall have such additional time beyond said six months period from and after receipt of such notice, as may be necessary or appropriate, to obtain all necessary or appropriate governmental or other authorizations for, and to complete all necessary or appropriate steps to relocate said driveway, pipelines, cables, telephone lines, sewage treatment facilities, sewage disposal facilities, mains, and other facilities, as the case may be, on an alternative location or locations, and to place said relocated driveway, pipelines, cables, telephone lines, sewage treatment facilities, sewage disposal facilities, mains, and other facilities in fully operative condition with full and complete service thereon, and (2) in the event that said corporation, its successors and assigns, is unable to obtain said authorizations or to complete said relocation, then said easement rights shall remain unchanged and in full force and effect.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, interest and easement rights described above, belonging to the said Consolidated Foods Corporation, its

successors and assigns forever and Rudy's Farm Company covenants that it is lawfully seized and possessed of said real estate and easement rights in fee simple, has a good right to convey same and that it is unencumbered.

Rudy's Farm Company further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate and easement rights to said Consolidated Foods Corporation, its successors and assigns, against the lawful claims of all persons.

EXECUTED this 3rd day of July, 1971.

RUDY'S FARM COMPANY

By Dan C. Rudy
President

ATTEST:

Frank Rudy

STATE OF TENNESSEE))
COUNTY OF DAVIDSON))

Before me, Patricia R. Sills, a Notary Public of the State and County aforesaid, personally appeared Dan C. Rudy, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Rudy's Farm Company, the within named bargainor, a corporation, and that he as such President, being authorized so to do, 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 Nashville, Tennessee, this 15th day of July, 1971.

Patricia R. Sills
Notary Public

Commission expires: November 24, 1974

STATE OF TENNESSEE))

COUNTY OF DAVIDSON))

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Dan C. Rudy, being first duly sworn, makes oath that the foregoing Warranty Deed was executed pursuant to an Agreement of Merger between Rudy's Farm Company and Consolidated Foods Corporation dated June 30, 1971 within the meaning of Tennessee Code Annotated, Section 67-4102, Item S(d) and said transfer is exempt from the Tennessee Privilege Tax thereunder.

Dan C. Rudy

Sworn to and subscribed before me

this 15th day of July , 1971.

Patricia L. Sills
Notary Public

My Commission Expires: November 24, 1974

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LAND SURVEY
FOR
BILLY FRIEN COMPANY
Davidson County, Tenn.
Scale 1" = 100'
July 3, 1971
Revised July 19, 1971
Tract No. 1 to be Conveyed

LEGEND

RECORDER'S MEMO:
...Writing, Typing or Printing ...
...Unsatisfactory When Received...