BOOK 4572 PAGE 175

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thompson Fruit Co., Inc.	(same)	Map No.93-8
(NAME:)	(NAME:)	
623 Jackson Street		Par.No. 76
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of TEN DOLLARS AND NO/100 ..... *DOLLARS*

and other good and valuable considerations paid as cash the receipt of all of which is hereby acknowledged.

JAN26'72	CONV	45,000.00			
JAN26'72	S'TAX		A*	117.00	
JAN26'72	PR'FEE		A*	.50	
JAN26'72	W'DEED		A*	14.00	* 131.50

Walter Knestrick Contractor, Inc., a Tennessee Corporation has *have bargained and sold, and by these presents do transfer and convey unto the said* Thompson Fruit Company, Inc., a Tennesse Corporation, its successors ~~heirs~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Being lot No. 2 on the plan of Inner-City Industrial Park, Section II, of Record in Book 4470 Page 136 Register's Office for said County. Said Lot No. 2 fronts 313.2 feet on the southerly side of Davidson Street and extends back 310.52 feet on its easterly line and 320.35 feet on its westerly line to the Cumberland River and measures 219.35 feet thereon.
Being the same real property conveyed to Walter Knestrick Contractor, Inc. by Deed from Inner-City Investment Limited of Record in Book 4570 Page 65 Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictions of Record in Book 4570 Page 65 Register's Office for Davidson County, Tennessee, easement granted United States of America by Nashville Bridge Company in connection with Cheatam Lock and Dam Project of Record in Book 2199 Page 71 said Register's Office, easement for Colonial Pipeline Company, a copy of which is attached hereto, title to that portion of the premises within the bounds of the high and low water mark of the Cumberland River, the owner's certificate shown on the plan of record, a 25 ft. easement for railroad purposes across the front of the lot and the 30 ft. Colonial Pipeline Company easement referred to herein above and also shown on the plan of record.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 45,000.00

Affiant

Subscribed and sworn to before me, this the 25th day of January 19 72

Notary Public

My commission expires My Commission Expires OCT. 28, 1972

(Affix Seal)

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unimproved (X)
This is improved ( ) property, known as Davidson Street Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Walter Knestrick Contractor, Inc., its successors ~~heirs~~ *and assigns, forever.*

And it does~~xx~~ *covenant with the said* Thompson Fruit Company, Inc. *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.* except for 1972 taxes which are assumed by the Grantee

And Walter Knestrick Contractor, Inc. *do further covenant and bind* itself, its *heirs and representatives, to warrant and forever defend the title to the said land to the said* Thompson Fruit Company, Inc. Its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 25th *day of* January, *19* 72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

WALTER KNESTRICK CONTRACTOR, INC.

By: Walter G. Knestrick
Walter G. Knestrick, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

.....

.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., Tennessee, this..... day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

.....

.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this..... day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned *, a Notary Public of the State and County aforesaid, personally appeared* Walter G. Knestrick *, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Walter Knestrick Contractor, Inc. *, 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* him *self as* President *.*

Witness my hand and seal, at office in Nashville, Tennessee *, this* 25th *day of* January *, 19* 72*.*

Notary Public

Commission Expires Feb. 12, 1975*.*

WARRANTY DEED

FROM

WALTER KNESTRICK CONTRACTOR, INC.

TO

THOMPSON FRUIT COMPANY, INC.

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Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

Prepared by:
Ervin M. Entrekin

2011 Parkway Towers
Nashville, Tennessee 37219

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF TEN AND NO/100 ($10.00)---------- DOLLARS, the receipt of which is hereby acknowledged, WALTER KNESTRICK, CONTRACTOR, INC. hereinafter referred to as GRANTOR, does hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as GRANTEE, an easement for a pipeline right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipeline for the transportation of liquids and/or gases, upon and along a route selected by GRANTEE, said right of way being 30 feet in width, extending 25 feet westerly and 5 feet easterly of the centerline of the pipeline installed hereunder, on, over, and through the following described lands, of which GRANTOR warrants it is the owner in fee simple, situated in Davidson County, State of Tennessee, to-wit:

A strip of land in the 1st Civil District of Nashville, Davidson County, Tennessee, located on the south side of Davidson Street, on the north side of the Cumberland River east of South Sixth Street and being 5 feet east of and 25 feet west of the centerline of pipe described as follows:

Beginning at a point on the southerly margin of said Davidson Street, 24.84 feet easterly from the northwest corner of Inner-City Industrial Park, Section II, Book 4470, Page 136, R.O.D.C., Tennessee;

Thence, with the centerline of said pipe, S 32° 56' E, passing a pipe marker at 54.15 feet, a total of 118.35 feet to a point;

Thence, S 63° 19' E, 83.19 feet to a point;

Thence, S 26° 37' E, 42.76 feet to a point;

Thence, S 5° 11' E, 102.82 feet to a point on the low water line of the Cumberland River, being the southerly line of said Inner-City Industrial Park and being 34.00 feet easterly from the southwest corner of said Park.

Said right of way being a part of a parcel conveyed by Inner-City Industrial Park to Walter Knestrick, Contractor, Inc. by deed recorded in Book 4492 at Page 438 in the records of the R.O.D.C., Tenn.

Said right of way is shown on a plat prepared by Barge, Waggoner, Sumner, & Cannon Engineers, entitled Section II, Inner-City Industrial Park, Walter G. Knestrick, Contractor, Inc., to which reference is hereby made.

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over and through GRANTOR'S above-described land for any and all purposes necessary and incident to the exercise by said GRANTEE of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

GRANTEE shall have the right of encroachment on GRANTOR'S lands lying parallel and adjacent to the right of way herein granted as temporary working space during the construction of said pipeline.

GRANTEE shall take reasonable measures to pack the backfill to prevent subsidence and generally restore the surface of the land to contour and to as near its original condition as may be practicable.

GRANTOR reserves the right to park automotive vehicles on the right of way herein granted, also to store easily removable structures and/or materials.

GRANTOR covenants and agrees that it will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on GRANTOR, its successors and assigns.

In addition to the above consideration, GRANTEE agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by GRANTEE exercising any rights herein granted; provided, however, after the pipeline has been installed, GRANTEE shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

Any pipeline constructed by GRANTEE across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with GRANTOR'S use of said land for

normal cultivation required for the planting and tending of crops; except that GRANTEE, at its option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch, or other watercourse.

This Right of Way Easement voids and supercedes that certain Right of Way Easement dated October 16, 1963 and recorded in Book 3644 at Page 114 in the R.O.D.C., Tennessee.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said GRANTEE, its successors and assignees, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the GRANTOR herein has hereunto set its hand and seal this _____ day of _____, 197__.

WALTER NESTRICK,
CONTRACTOR, INC.

ATTEST:

By:_____ Secretary

By:_____ President

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSION)

On this _____ day of _____, 197__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 197__.

My Commission Expires:

_____

_____
Notary Public for _____

8640 1 IDENTIFICATION REFERENCE JAN 27 1:57 PM '72 FILED & RECORDED BY REGISTER DAVIDSON COUNTY, TENN.