This instrument prepared by:
Lawrence Dortch, Attorney
1200 American Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 97,500.00.

Affiant

Subscribed and sworn to before me, this the 28 day of December, 1972.

Notary Public

My Commission Expires November 13, 1973

My commission expires:
(Affix Seal)

Address New Owner as Follows:
Roadway Express, Inc.
P. O. Box 471
Akron, Ohio 44309

Send Tax Bills to:
Roadway Express, Inc.
P. O. Box 471
Akron, Ohio 44309

Map-Parcel Numbers
M & P office
Closed.

D E E D

FOR AND IN CONSIDERATION of the sum of Ninety-Seven Thousand Five Hundred Dollars ($97,500), cash in hand paid, the receipt of which is hereby acknowledged, DUNDEE CEMENT COMPANY, a Delaware corporation, has this day bargained and sold and does hereby transfer and convey unto ROADWAY EXPRESS, INC., a Delaware corporation, its successors and assigns, a parcel of land in the Third Civil District of Davidson County, Tennessee, bounded on the south by Visco Drive, and being part of Lot 11 of Visco Subdivision, as of record in Book 3842, page 84, Register's Office of Davidson County, Tennessee, more particularly described as follows:

Beginning at an iron pin in the northerly right-of-way of Visco Drive, being the southwest corner of the tract of land conveyed to Dundee Cement Company by deed of Vine Street Realty Company, of record in Book 4032, page 26 , Register's Office of Davidson County, Tennessee; thence leaving said right-of-way north 13° 09' west 453.62 feet to an existing concrete monument; thence north 18° 01' west 66.10 feet to a point; thence north 74° 52' east 197.69 feet to a point; thence south 46° 20' 30" east 291.69 feet to a point, the beginning of a curve to the right; thence with said curve having a radius of 165 feet and a

central angle of 31° 18' 30" 90.16 feet to a point; thence south 15° 08' east 150.92 feet to a point, the beginning of a curve to the right; thence with said curve having a radius of 43 feet and a central angle of 50° 07' 31" 37.62 feet to a point on the northerly margin of Visco Drive; thence along said right-of-way south 74° 52' west 369.61 feet to the point of beginning. Containing 3.90 acres, more or less. This property is unimproved.

Being part of the property conveyed to Dundee Cement Company by deed from Vine Street Realty Company of record in Book 4032, page 26, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate with the appurtenances, estate, title and interest thereto belonging to the said Roadway Express, Inc., its successors and assigns, forever.

Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey the same and that the same is unencumbered except for easements of record, restrictive covenants of record, retained easements as hereinafter provided, and 1972 taxes which shall be prorated as of the date of the deed.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said real estate to said Roadway Express, Inc., its successors and assigns, against the lawful claims of all persons whomsoever.

There is expressly reserved unto the Grantor and for the benefit of Grantor's remaining land, the following easements in, on and over the land conveyed herein: a 10 foot easement for a water line; a 10 foot easement for a sanitary sewer line; a 10 foot easement for an electric service line; and a railroad

easement 15 feet at right angles in each direction from the centerline of each of the presently existing railroad tracks which serve the Dundee Cement plant. All of said easements are as indicated on the Plat of Visco, 2nd Resubdivision of Lot 11, Dundee Cement Co., which is of record in Book 4595, page 93, Register's Office of Davidson County, Tennessee. Said plat also shows other easements of record which affect the property conveyed herein.

Grantor reserves the right to go upon said easements at any time for the purpose of repairing, maintaining, improving, and replacing water lines, sewer lines, electric service lines and railroad. Grantee may use the land burdened by said easements in any manner not inconsistent with the proper use and functioning of said easements but Grantee shall not have the right to erect any permanent structure on the easements.

EXECUTED this the 12TH day of December, 1972.

DUNDEE CEMENT COMPANY

Attest:

L. E. Tompkins By

B 8 9 3 2 5

BOOK 4668 PAGE 184

IDENTIF. REFERENCE

DEC 28 3 08 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF MICHIGAN

COUNTY OF MONROE

Before me, Deanna M. Rowe, a Notary Public within and for the State and County aforesaid, personally appeared Marc R. von Wyss, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be the President of DUNDEE CEMENT COMPANY, the within named bargainor, a corporation, and that he as such Marc R. von Wyss, 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 official seal at office at Dundee, Michigan, this 12th day of December, 1972.

Deanna M. Rowe
Notary Public

My commission expires:

DEANNA M. ROWE
Notary Public, Monroe County, Mich.
My Commission Expires March 16, 1976

DEC28[illegible] CONV 97,500.00
DEC28[illegible] S'TAX A* 253.50
DEC28[illegible] PR'FEE A* .50
DEC28[illegible] W'DEED A* 8.00 * 262.00