BOOK 4954 PAGE 383

This Form furnished by Attorneys Title Company, Inc.

Form No. WD-3

FROM

TRANSPO GENERAL, INC.

TO

REED'S DISTRIBUTING CO., INC.

For draftsman's use.

This Instrument was prepared by:

J. VAULX CROCKETT
Rutherford, Crockett & Guenther
306 Nashville City Bank Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Reed's Distributing Co., Inc. (NAME)	SAME (NAME)	106-5-68
P. O. Box 674 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37202 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

D 17074

IDENTIF. REFERENCE

SEP 24 3 45 PM '75

FELIX A. WILSON, JR. REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$200,000 =

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF September, 1975.

Notary Public

MY COMMISSION EXPIRES: April 26, 1977

(AFFIX SEAL)

For and in Consideration of the sum of Ten and NO/100 - ($10.00) - DOLLARS

and other good and valuable considerations paid by Reed's Distributing Co., Inc., hereinafter also referred to as the Grantee, the receipt and sufficiency of which are acknowledged by Transpo General, Inc., hereinafter referred to as the Grantor,

TRANSPO GENERAL, INC.,

a Tennessee Corporation

SEP 24 75	CONV	90,000.00			
SEP 24 75	CONV	90,000.00			
SEP 24 75	CONV	20,000.00			
SEP 24 75	S'TAX		A*	520.00	
SEP 24 75	PR'FEE		A*	.50	
SEP 24 75	W'DEED		A*	8.00	* 528.50

has ~~have~~ bargained and sold, and by these presents do transfer and convey unto the said REED'S DISTRIBUTING CO., INC.

its successors ~~heirs~~ and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

"A tract of land in the sixth civil district of Davidson County, Tennessee, being more particularly described as follows:

"Being Lot No. 3 on the subdivision of City View Park, Section

One, surveyed by Ragan-Smith & Associates, Inc., recorded by Transpo General, Inc. on September 10, 1975, in Book 4860, page 49, Register's Office of Davidson County, Tennessee, as follows:

"BEGINNING at an iron pin on the southerly margin of Reed Drive that is 501.09' west of the westerly margin of Polk Avenue as measured along the southerly margin of Reed Drive, thence; leaving said road, S 3° 06' 45" W a distance of 418.85' to an iron pin on the northerly margin of the L. & N. Railroad, thence; in a southwesterly direction with the northerly margin of L. & N. Railroad and a 2068.15' radius curve to the right a distance of 457.57' to a concrete monument, thence; N 2° 38' 55" E a distance of 527.97' to a concrete monument, thence; with a 45' radius curve to the right a distance of 71.05' to a concrete monument on the southerly margin of Reed Drive, thence; S 86° 53' 15" E a distance of 389.00' to the point of beginning and containing 5.0 acres.

"This lot is subject to all limitations and easements placed thereon by the recording of Section One, City View Park in Book 4860, page 49, R.O.D.C., Tennessee.

"Being part of the same property conveyed to Transpo General, Inc., a Tennessee Corporation, by deed from General Electric Broadcasting Company, Inc., of record in Book 4680, page 337, said Register's Office."

Along with the above described Lot No. 3 Grantor hereby conveys to Grantee, its successors and assigns, a perpetual, exclusive and irrevocable easement for a Railroad Spur Track and use thereof across the southerly part of Lot No. 2, City View Park, not of record this date, described as follows:

"Being an Easement for Railroad spur across Lot No. 2, Section 2, City View Park, Not of Record this date, and being more particularly described in accordance with a survey by Ragan-Smith & Associates, Inc. dated September __, 1975, as follows:

"BEGINNING at a point in the common line between Lots 2 and 3, City View Park. Said point being S 3° 06' 45" W, 360' from the southerly margin of Enos Reed Drive as measured along the common line of Lots 2 and 3, thence; with the northerly margin of said easement with a curve to the left (radius 542.88') easterly a distance of 285.30' to a point on the northerly margin of the L. & N. Railroad, thence; with the northerly margin of L. & N. Railroad, S 63° 00' W, 245.63', thence; N 84° 27' W, 38.73', thence; continuing with the northerly margin of L. & N. Railroad with a curve to the right (radius 2068.15') southwesterly a distance of 23.65' to the common line of Lots 2 and 3, thence; with the common line between Lots 2 and 3, N 3° 06' 45" E, 58.85' to the point of beginning and containing 7,022 square feet or 0.161 acres."

Included in the conveyance and grant of the easement above is the right of Grantee to construct or have constructed by the railroad or others at Grantee's sole expense and at no cost to Grantor a railroad spur track extending from and connecting with the existing railroad line across Grantor's Lot 2 to and across Lot 3 with the right of Grantee to extend the track in the future to and into Lot 4, but no further (except with the written consent of Grantor or future owners of Tract 2) and the right of Grantee to permit reasonable use thereof by the owner, lawful lessees and occupants of Tract 4, only, however, to the extent and so long as may be permitted by the Grantee. Neither Grantor nor its successors or assigns, as owners of Tract 2, or Tract 4, or otherwise, nor owners of other real property shall have right of use of the railroad spur track to be constructed. Grantor agrees that Grantee, the railroad and any persons or entities employed by either to construct the railroad siding shall have a

further temporary easement to enter upon Tract 2, measure and survey the easement area, and use a reasonable portion of the area adjacent thereto for equipment and work reasonably necessary and for such time as may be reasonably necessary to construct the siding, on condition that Grantee agrees to pay the full cost thereof, hold Grantor harmless from liability or loss and repair any damage resulting therefrom to Tract 2. Grantor agrees in behalf of itself, its successors and assigns, to furnish any additional instruments lawfully and reasonably required by the railroad in order to have the siding erected and for its entry upon and use by or for Grantee of the siding and the easement for the benefit of Grantee, its successors and assigns, for the purposes for which the easement is granted.

This easement is superior to the rights of the owners and lessee of Lot No. 2 and the parties agree that it shall run with the land.

This deed is executed subject also to the following:

(a) Easement for a sewer and water main granted Tennessee Industrial School by deed from Christ Benzenhafer and wife, of record in Book 372, page 393, said Register's Office;

(b) Restrictions set out, and also an exclusive easement for right to install an antenna on the top of any structure which might be erected by Grantee or his heirs or assigns, in line of sight from the existing antenna on the W.S.I.X. Building on Murfreesboro Pike to the W.S.I.X. Transmission together with an exclusive easement for a cable to connect the relocated antenna to the W.S.I.X. Building, as of record in Deed Book 4680, page 337, said Register's Office.

This is unimproved (X) improved ( ) property, known as (Lot No. 3) (House Number) Enos Reed Drive (Street) P. O. Address: Nashville (City or Town) 372 (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Reed's Distributing Co., Inc. its successors ~~heirs~~ and assigns, forever.

And ~~do covenant with the said~~ Grantor does covenant with the said Reed's Distributing Co., ~~Inc.~~ 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 by 1975 Metropolitan Government property taxes, which have been pro rated and will be paid by Grantor.

And Transpo General, Inc. does do further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said Reed's Distributing Co., Inc., its successors ~~heirs~~ and assigns against the lawful claims of all persons whomsoever.

Witness the hand of the undersigned this 24th day of September, 19 75, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

TRANSPO GENERAL, INC.

by: Wilbur D. Milton, Jr. President

Attest: Frank D. Graham Jr. Secretary

STATE OF TENNESSEE
Davidson County.

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, L. D. Richards, a Notary Public of the State and County aforesaid, personally appeared William J. Wilson, Jr., and Frank Ingraham with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary respectively of the Transpo General Inc., the within named bargainor, a corporation and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said William J. Wilson, Jr., as such President and Frank Ingraham, as such Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 24th day of September , 1975.

L. D. Richards
Notary Public

My commission expires April 26, 1978.

RICHARDS ★ NOTARY PUBLIC ★ DAVIDSON COUNTY, TENN.