THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims (WBJ/js)
2700 First American Center
Nashville, Tennessee 37238

WARRANTY DEED

1096 02/02 124.20- CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Santa Fe Equipment Company P. O. Box 3669 (NAME:) 13580 Firestone Boulevard (STREET ADDRESS OR ROUTE NUMBER) Santa Fe Springs, California 90670 (CITY) (P. O. ZONE) (STATE)	SAME (NAME:) (STREET ADDRESS) (CITY) (ZONE) (STATE)	P.O 183-0-29 BOOK 5392 PAGE 124

For and in Consideration of the sum of FORTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN AND 50/100 ($44,467.50) *DOLLARS*

Cash in hand paid by Santa Fe Equipment Company, a California corporation, the receipt of which is hereby acknowledged

McDowell Development Corporation, a Tennessee corporation

has ~~have~~ *bargained and sold, and by these presents do transfer and convey unto the said* Santa Fe Equipment Company, its successors ~~heirs~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being described according to a survey by Hart-Freeland-Roberts, Inc., dated December 18, 1978, as follows:

Beginning at an iron pin in the westerly margin of J. P. Hennessy Drive said point being the southeasterly corner of Section IX of Interchange City Industrial Park of record in Book 4460, page 162, Register's Office for Davidson County, Tennessee, said iron pin being 395.94 feet, measured along the westerly right-of-way of J. P. Hennessy Drive, from the southerly terminus of the southwest radius return of Corporate Place; thence along the westerly right-of-way of said J. P. Hennessy Drive along a curve to the left with a radius of 2321.83 feet a distance of 240.09 feet to a point; thence South 15° 50' West, a distance of 64.96 feet to the point, said point being the northeasterly corner of Section VI of Interchange City Industrial Park of record in Book 4460, page 98, said Register's Office; thence north 74° 10' West, a distance of 100.00 feet to a point; thence North 45° 34' West, a distance of 540.17 feet to a point, said point being the northwest corner of said Section VI; thence North 44° 26' East, a distance of 3.18 feet to a point; thence North 14° 32' East, a distance of 30.00 feet to a point in the centerline of Tract No. 390; thence along the centerline of said Track South 75° 28' East, a distance of 585.97 feet to the point of beginning and containing 2.541 acres more or less.

Being part of the property conveyed to McDowell Development Corporation by deed from Willie Lee Tune and wife, Willie Dell Tune, of record in Book 4419, page 194, and by deed from E. W. Waldron, Jr. and wife, Inez M. Waldron, Vester Waldron and wife, Charlene J. Waldron, and Roy L. Waldron and wife, Joyce Waldron, of record in Book 4466, page 216, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 44,467.50

Subscribed and sworn to before me, this the 2nd day of January, 19 79

Affiant

My commission expires: May 18 1981 (Affix Seal)

Notary Public

FIRESTONE · STONE · J · CAMP

This conveyance is expressly subject to the following:

1. 1978 real property taxes, which will be paid by McDowell Development Corporation on or before the tax delinquency date, and 1979 real property taxes which have been prorated and assessed by Grantee.

2. The following easements shown on said survey of Hart-Freeland-Roberts, Inc., which easements are herein retained by McDowell Development Corporation:

   (a) A twenty-foot drainage and utility easement across the front twenty feet of said property and bounded on the east by the right-of-way of J. P. Hennessy Drive and on the west by a line running parallel to and twenty feet west of said right-of-way.

   (b) A sanitary sewer easement, extending ten feet on either side of and running parallel to an existing sewer line across the front of said property and running generally parallel to J. P. Hennessy Drive.

   (c) A ten-foot drainage and utility easement running parallel to the southerly boundary of said property, the southerly border of which is said southern boundary.

   (d) A thirty-five foot easement bordered on the north by the centerline of said Tract No. 390 and on the south by a line parallel to and thirty five feet from said centerline, which easement McDowell Development Corporation has conveyed or granted or contracted to convey or grant to L & N Railroad Company; and this conveyance and the use of said property shall be subject to any and all agreements made between McDowell Development Corporation and the Louisville and Nashville Railroad Company pertaining to said Tract No. 390 and said thirty-five foot easement.

   (e) A twenty-foot easement for an existing sanitary sewer located within the easement described in (d), said easement extending ten feet on either side of said sewer line and running parallel to said sewer line.

   (f) A twenty foot drainage and utility easement the northerly border of which is the southerly border of the railroad easement described in (d) above and the southerly border of which is a line twenty feet south of and parallel to said northerly border.

   (g) An easement for the flow of a creek and its tributaries located within the easements described in (a), (d), and (f) above.

By receipt and acceptance of this Deed Santa Fe Equipment Company hereby acknowledges its agreement that McDowell Development Corporation shall have the right to approve the building plans and specifications of all structures to be built, and all signs to be used, by Santa Fe Equipment Company, its successors and assigns, upon the property herein conveyed, and Santa Fe Equipment Company hereby agrees to obtain written approval of such plans, specifications, and signs prior to commencement of construction. It is further agreed that the rights of McDowell Development Corporation to approve such plans, specifications, and signs shall be a restrictive covenant running with said land.

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unimproved (X)
This is improved ( ) property, known as J. P. Hennessy Drive
(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 Santa Fe Equipment Company, its successors ~~heirs~~ *and assigns, forever.*

And Grantor does ~~do~~ *covenant with the said* Santa Fe Equipment Company *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 as set forth above.

And Grantor 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* Santa Fe Equipment Company, its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness its *hand this* 1 ST *day of* FEBRUARY, *19* 78, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

McDOWELL DEVELOPMENT CORPORATION

BY [signature] PRES.

ATTEST: [signature] VICE CHAIRMAN

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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.....

IDENTIF. REFERENCE
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
FEB 2 3 59 PM '79

F. I. 2662.

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, Patricia J. Bridges, *a Notary Public of the State and County aforesaid, personally appeared* Carl H. Vereen and Robt. F. Smith, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves ~~xxk~~ *to be* President and Vice Chairman *of the* McDowell Development Corporation, *the within named bargainor, a corporation, and that* they ~~he~~ *as such* President and Vice Chairman, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves ~~xxx~~ *as* President and Vice Chairman

Witness my hand and seal, at office in Nashville, Tennessee

this 1st *day of* February, *19* 79

Patricia J. Bridges
Notary Public

PATRICIA J. BRIDGES NOTARY PUBLIC

Commission Expires My Commission Expires Oct. 18, 1981