This Instrument Prepared By:
Donelson, Stokes & Bartholomew, P.A.
23rd Floor, First American Center
Nashville, Tennessee 37238

BOOK 6030 PAGE 782

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NO.:
Alley-Cassetty Coal Company, Inc.	New Owner	Map 82-14
P. O. Box 23305		Parcel 89
Nashville, TN 37202		

WARRANTY DEED

FOR AND IN CONSIDERATION of no monetary consideration but in exchange for a certain tract or parcel of land in Davidson County, Tennessee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, NASHVILLE CRAWDADDY, INC., a Tennessee corporation, hereinafter the GRANTOR, has bargained and sold, and by these presents does transfer and convey, unto ALLEY-CASSETTY COAL COMPANY, INC., a Tennessee corporation, hereinafter the GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in the First Civil District of Davidson County, Tennessee, being Reserved Parcel "A", Parcel 89, on the L&N Railroad and Alley-Cassetty Plat, of record in Book 5200, page 505, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin in the northeast corner of the herein described tract, said pin being S 65°15'07" W a distance of 15.4' from an iron pin in the westerly right-of-way line of the 40' L&N Railroad, now Seaboard System Railroad, spur track number 43, with this iron pin being southerly along said westerly railroad right-of-way 559.82' from an iron pin in the intersection of the said westerly railroad right-of-way and the original southerly right-of-way of Oldham Street; thence, S 35°01'53" E a distance of 35.01' to an iron pin; thence, with the northerly line of Lot 1, Parcel 87, on the above-referred to L&N Railroad and Alley Cassetty Plat S 65°15'07" W a distance of 443.86', more or less, to a point in the water's edge of the Cumberland River, as of August 20, 1982, said line passing through an iron pin at a distance of 417.75'; thence, with the water's edge of the Cumberland River, as of August 20, 1982, in a northerly direction, downstream, a distance of 35.6', more or less, to a point; thence, leaving the water's edge and with the southerly line of the Alley-Cassetty Coal Company property N 65°15'07" E a distance of 436', more or less, to the point of beginning, said line passing through an iron pin at a distance of 25.2', more or less, containing 0.347 acre, more or less, according to a survey by Turner Engineering Company, dated March 17, 1983, Issue 2, Job Number 23-82, W.O. No. 5545, and as shown on the above-referred to recorded plat.

Being part of the same property conveyed to Nashville Crawdaddy, Inc., by deed from Seaboard System Railroad, Inc., of record in Book 6082, page 826, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the conditions of an owner's certificate; a perpetual easement and right to flood granted by the Louisville and Nashville Railroad Company to the United States of America by instrument, dated December 17, 1954, of record in Book 2339, page 30, Register's Office for Davidson County, Tennessee; the 100 year flood plain and a floodway; a 30' sewer easement for an existing 36" sanitary sewer line; an existing 8-5/8" O.D. (outside diameter) steel liquid petroleum pipeline; and such other easements, restrictions, limitations and matters affecting the above-described land as shown on the Plan of record in Book 5200, page 505, Register's Office for Davidson County, Tennessee. The flood plain and the floodway have been determined by the U. S. Army Corps of Engineers, Nashville District, and the Department of Public Works for the Metropolitan Government of Nashville and Davidson County, Tennessee. The 36" sanitary sewer line is covered under a License Agreement between the City of Nashville and L&N Railroad, now Seaboard System Railroad, dated August 31, 1953, not of record; the interest of said Railroad under said License Agreement having been assigned to GRANTOR by Assignment of License, of record in Book 6082, page 835, Register's Office for said County. The 8-5/8" O.D. steel liquid petroleum pipeline is covered under a License Agreement between Colonial Pipeline Company and L&N Railroad, now Seaboard System Railroad, dated February 3, 1964, not of record; the interest of said Railroad under said License Agreement having been assigned to GRANTOR by Partial Assignment of License, of record in Book 6082, page 838, Register's Office for said County. This conveyance is further subject to taxes for 1983, which have been prorated as of the date of this instrument.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever; and GRANTOR does covenant with the said GRANTEE that GRANTOR is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

AND GRANTOR does hereby grant to GRANTEE, its successors and assigns, a concurrent right to use for ingress and egress to the above-described land the ingress and egress easement contained in the Partial Assignment of

Easement, of record in Book 6030, page 302, Register's Office for Davidson County, Tennessee, which has been assigned to GRANTOR by Assignment of Partial Assignment of Easement, of record in Book 6082, page 841, and rerecorded in Book 6086, page 370, Register's Office for said County, subject to all the terms, conditions, covenants and obligations contained therein; provided, however, that any such use of said easement by GRANTEE, its successors ansd assigns, shall not unreasonably impair or obstruct the use thereof by GRANTOR, its successors and assigns.

AND GRANTOR does hereby further grant to GRANTEE, its successors and assigns, a concurrent right to use for ingress and egress to the above-described land the ingress and egress easement set forth in the Warranty Deed, of record in Book 6082, page 826, Register's Office for Davidson County, Tennessee, subject to all the terms, conditions, covenants and obligations contained therein; provided, however, that any such use of said easement by GRANTEE, its successors and assigns, shall not unreasonably impair or obstruct the use thereof by GRANTOR, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand, by and through its duly authorized officer or representative, this 29th day of June, 1983.

NASHVILLE CRAWDADDY, INC.,

By: Albert Cameron

Title: VICE PRESIDENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

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Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ALBERT CARRERAS, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Nashville Crawdaddy, Inc., the within named bargainor, a corporation, and that he as such Vice 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 Vice President.

Witness my hand and official seal at office in Long Beach, California, this 29th day of June, 1983.

My commission expires:

January 23, 1987

Carole M. Couillard
Notary Public

~~CAROLE M. COUILLARD~~
OFFICIAL SEAL
CAROLE M. COUILLARD
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES JANUARY 23, 1987

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 25,327.36.

Fed Express product
Affiant

Sworn to and subscribed before me this 7th day of July, 1983.

My commission expires:

October 15, 1983

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

RUSH

H 5 8 8 5 1

IDENTIF. REFERENCE

Jul 7 3 58 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6030 PAGE 786

FOR _____

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			20307.36- CO	
			65.73 CO TX	
			.50 PROB	
			12.00 MORT	
			CHECK 73.23-	
			0038A07/07/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5 8 8 5 1

IDENTIF. REFERENCE

Jul 7 3 30 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 961829