Fee 14

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $40,000.00.

Affiant

Subscribed and sworn to before me this 28 day of July, 1987.

Notary Public

My commission expires: 1-21-90

This Instrument prepared by:
GULLETT, SANFORD, ROBINSON & MARTIN
230 Fourth Avenue North
Nashville, Tennessee 37219

Address of New Owners:	Send Tax Bills To:	Map Parcel No.
Mr. O. N. Story and wife, Ada Story 7645 Helen Street Melbourne, FL 32904	Same	175 - Part of Parcels 134 and 139

WARRANTY DEED
AND ROADWAY AND POWER LINE EASEMENT

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, **L. HUNTER BURKITT, JR.**, hereinafter called Grantor, have bargained and sold, and by these presents do transfer and convey unto **O. N. STORY**, and wife, **ADA STORY**, hereinafter called Grantees, their heirs and assigns, the following tracts or parcels of land in Davidson County, State of Tennessee, described in **TRACT I** and a certain roadway and power line easement described in **TRACT II** as follows:

TRACT I

Land in the 2nd Civil District of Davidson County, Tennessee, lying west of Old Hickory Boulevard and northeast of Interstate 24 and being a portion of Lots 3, 4 and 5 of Division 3, as shown on an unrecorded survey identified as "Property Plat of Lucien Burkitt Land," and being more particularly described according to a survey by Ragan-Smith-Murphy & Associates, Inc., Job No. 87-085, dated June 1, 1987, as follows:

Commencing at an iron pin and planted stone found at the northernmost corner of that parcel of land conveyed to John E. Moore, et ux, of record in Deed Book 542, page 291, Register's Office Davidson County, Tennessee; said described beginning point also being a northeast corner of Lot 6, Division 3, as

shown on the unrecorded survey, identified as "Property Plat of Lucien Burkitt Land," thence, S 31 deg. 02' 09" W, bearing referenced to magnetic north, 272.16 feet to an iron pin set at the point of beginning of the herein described tract; thence,

1. Due west, 500.00 feet to an iron pin set; thence,

2. Due north, 500.00 feet to an iron pin set; thence,

3. Due east, 500.00 feet to an iron pin set; thence,

4. Due south, 500.00 feet to the point of beginning and containing 250,000 square feet (5.739 acres) of land.

Being a part of the land conveyed to L. Hunter Burkitt, Jr., of record in Book 5237, page 600 and Book 5378, page 757, Register's Office Davidson County, Tennessee, and part of the land conveyed to Harry Gwin Burkitt, et al, of record in Book 5545, page 484, and Book 5561, page 539, Register's Office Davidson County, Tennessee and being part of the property quitclaimed to L. Hunter Burkitt from Harry Gwin Burkitt and Mary Sue Clark of record in Book 7227, page 207, Register's Office Davidson County.

TRACT II: APPURTENANT EASEMENT.

A permanent easement of twenty-five (25) feet in width for the purposes of ingress and egress, preparing a roadway as needed, and erection and maintenance of a power line with all of the foregoing being for the accomplishment of the specific objective of permitting entry and crossing of the subject real estate for the construction of, maintenance of, and providing power to a tower to be erected on an adjoining parcel of real estate, with the property subject to the easement granted herein being certain tracts of land in the 5th Civil District of Davidson County, Tennessee, west of Old Hickory Boulevard and northeast of Interstate 24, described as Lots No. 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Division No. 3, as shown on an unrecorded survey identified as "Property Plat of Lucien Burkitt Lands" as prepared by Michael V. Stump & Associates dated December 5, 1974 with said easement to be located not more than five feet north of the southern most boundary adjoining the Moore property.

Being a part of the land conveyed to L. Hunter Burkitt, Jr., of record in Book 5237, page 600 and Book 5378, page 757, Register's Office Davidson County, Tennessee, and being part of the property quitclaimed to L. Hunter Burkitt from Harry Gwin Burkitt and Mary Sue Clark of record in Book 7227, page 207, Register's Office Davidson County.

Grantor hereby conveys the above-described roadway and power line right-of-way easement subject to the following conditions, restrictions, and limitations:

1. If the underlying property is sold by the Grantors in the future, the new owner shall have the right to relocate, at said new owner's sole expense, the easement as desired with the prior written consent of the Grantees, but in no event to cancel the easement.

2. Grantor shall have the right to relocate the easement at Grantor's sole expense with the prior written consent of the Grantee.

3. Grantees will not acquire any interest in the Grantor's property by virtue of the construction of any driveway upon the easement granted herein. Grantees specifically cannot prevent or otherwise impede Grantor's use of any driveway placed upon the easement.

4. Grantees shall have the right to grant access to the easement to Bell South Mobility.

5. Grantees may, at their sole expense, construct a driveway on the easement as may be needed to enter upon and to cross the property, except that no driveway may be constructed across any field where a crop is in place.

6. Grantees may erect a power line (pole line construction) on the south side of the easement.

7. Grantees shall construct such gates as are necessary to restrict travel by others.

8. Grantees shall place such culverts as shall become necessary on the new driveway to handle watershed.

9. Grantees shall pay the cost of roadway maintenance and upkeep on all future occasions.

10. Grantor specifically agrees that Grantees may cause to be made a survey, at Grantees' expense, of the easement granted herein which may be recorded in full and complete substitution for the description contained herein, with the

Grantor's consent, which consent shall not be unreasonably withheld.

11. Grantees and their assigns shall make all efforts to keep the use of the easement to a minimum, and all care will be exercised to keep disruption to an absolute minimum in any field where a crop is in place.

12. The conditions, restrictions and limitations granted herein shall be binding upon the heirs, assigns, and all other successors-in-interest of the Grantees.

13. Grantees shall prior to commencement of construction of any roadway or power line provide satisfactory evidence of financial responsibility or a bond to assure that any materialmen or mechanic's lien will be satisfied.

14. Grantees and their assigns shall hold Grantor harmless and shall indemnify Grantor from any financial loss related to the presence and activity of the Grantees or their assigns on the subject property.

15. Grantees shall insure that all of the Grantor's property adjoining the easement is maintained in its original condition and is not disturbed by the activities of the Grantees or its assigns on the property.

TO HAVE AND TO HOLD said tract or parcels of land and easement, with the appurtenances, estate, title and interest thereto belonging to said Grantees, their heirs and assigns, forever; and I do covenant with said Grantees that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said land to said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 17th day of July, 1987.

L. Hunter Burkitt, Jr. (Grantor)

O. N. Story (Grantee)

Ada C. Story (Grantee)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named L. Hunter Burkitt, Jr., the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this 1st day of July, 1987.

Notary Public

My commission expires: _____

STATE OF Florida)
COUNTY OF Brevard)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named O. N. Story and wife, Ada C. Story, the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Melbourne, Florida this 17th day of July, 1987.

Notary Public

My commission expires: July 11, 91

:dj

6 1 1 3 0

IDENTIFICATION REFERENCE

SEP 1 9 46 AM '87

DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7340 PAGE 571

CO - CONVEYANCE	CC - CERTIFIED COPY		MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE		CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE		MO TAX - STATE TAX MORT
TD - TRUST DEED			PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			400 [illegible]	CANT.
			110.00	C.TAX
			.50	PRFEE
			15.00	TDETD
	WD		15.00-	TDETD
			15.00	WDEED
			CHECK	127.50-
			7843409/01787 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 1 1.3 0

IDENTIFICATION REFERENCE.

SEP 1 9 45 AM '87

DAVIDSON COUNTY, TN

No. 11628