Box 18 (KGK)

THIS INSTRUMENT PREPARED BY:

BOOK 8259 PAGE 433

DENNEY, LACKEY & CHERNAU
Third National Financial Center
13th Floor, 424 Church Street
Nashville, Tennessee 37219

ADDRESS NEW OWNER AS FOLLOWS: SEND TAX BILLS TO: MAP-PARCEL NOS.

JTRR Properties
c/o Ron Wise
1049 Donelson Avenue
P.O. Box 149
Old Hickory, TN 37138

Same

Part of Map
044 Parcel 7

8U306

IDENTIF. REFERENCE

DEC 19 [illegible] '90

DAVIDSON COUNTY TN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $275,000.00.

Affiant

Subscribed and sworn to before me this 18th day of December, 1990.

Notary Public

My commission expires: 5/8/91

NOTARY PUBLIC STATE OF TENNESSEE

WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, CHARLES W. HAWKINS, III, TRUSTEE for Hickory Investors, with full power to transfer, sell, convey, encumber or otherwise deal with the property without the consent or joinder of any beneficiary, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto JTRR PROPERTIES, a Tennessee General Partnership, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

TRACT I

Land in Davidson County, Tennessee described as follows:

Being a tract of land lying in Davidson County, Tennessee and being a portion of the property of Charles W. Hawkins, III, Trustee as of record in Book 7147, page 117, Register's Office for Davidson County, Tennessee, and being bounded on the north by Old Hickory Boulevard (also known as Tennessee State Highway 45); on the east, south and west by Charles W. Hawkins, III, Trustee and being more particularly described as follows:

Beginning at an iron pin corner common with Charles W. Hawkins, III, Trustee, in the south right-of-way line of Old Hickory Boulevard, said pin being located westerly 2,258 feet more or less, from the center line of Bennett Street;

Thence, on a severance line across the Charles W. Hawkins, III, Trustee property the following bearings and distances;

Thence, South 45 degrees 47 minutes 04 seconds East a distance of 311.27 feet to an iron pin;

Thence, South 39 degrees 2 minutes 47 seconds West a distance of 688.56 feet to an iron pin;

Thence, North 50 degrees 57 minutes 13 seconds West a distance of 310.0 feet to an iron pin corner common with Charles W. Hawkins, III, Trustee in the south right-of-way line of Old Hickory Boulevard;

Thence, with the south right-of-way of Old Hickory Boulevard, North 39 degrees 2 minutes 47 seconds East a distance of 716.60 feet to the iron pin marking the point of beginning. All as is shown and depicted on a "Boundary Survey, A Portion of Parcel 7, Tax Map 44", prepared by Morrow and Associates, Inc., dated November 7, 1990, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference.

This being a portion of the property conveyed to Charles W. Hawkins, III, Trustee by deed from Washington Manufacturing Company, a Tennessee corporation as of record in Book 7147, page 117, said Register's Office, and further conveyed to Charles W. Hawkins, III, Trustee with full power to transfer, sell, convey, encumber or otherwise deal with the property without the consent or joinder of any beneficiary by deed from Vaden Lackey, Jr., Trustee of record in Book 7932, page 516, said Register's Office. This conveyance is subject to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

The above described Tract I is conveyed in fee simple absolute. The same shall be encumbered or served by the easements described as Tracts II, III and IV which are easements only and not fee simple title conveyances.

TRACT II

Together with a perpetual nonexclusive easement for the purpose of ingress and egress to and from Tract I to Old Hickory Boulevard also known as Tennessee State Highway 45 over that portion of Grantor's property described as follows:

Land in Davidson County, Tennessee described as commencing at a concrete monument found in the southerly right-of-way line of Old Hickory Boulevard located 2,180.36 feet, plus or minus, westerly from the centerline of Bennett Street as shown on Exhibit A, thence South 39 degrees 2 minutes 47 seconds West a distance of 17.39 feet to a point being the TRUE POINT OF BEGINNING, thence continuing South 39 degrees 2 minutes 47 seconds West a distance of 60.25 feet to an iron pin set in the northernmost corner of Tract I described above, thence, along the northeasterly boundary of Tract I, South 45 degrees 47 minutes 04 seconds East a distance of 311.27 feet to an iron pin set in the easternmost corner of Tract I, thence leaving said Tract I North 39 degrees 02 minutes 47 seconds East a distance of 60.25 feet to a point, thence North 45 degrees 47 minutes 04 seconds West a distance of 311.27 feet to a point in the southerly right-of-way line of Old Hickory Boulevard marking the TRUE POINT OF BEGINNING.

It is agreed that Grantor shall maintain such easement area, however Grantee shall keep such area free of obstructions, rubbish, or other materials which might impede Grantor's or third parties' use and enjoyment of said easement area. Should Grantee, through its' or its' agents or employees, acts or negligence damage such easement area or cause deterioration of the area, Grantee shall take such steps as are necessary to remedy such damage or deterioration. Said easement is specifically nonexclusive and Grantor reserves the right to grant other parties with similar access rights

over and across said easement area or make other use of said area so long as such use is not inconsistent with this easement. Grantor further reserves the right to dedicate all or a portion of said easement herein to the appropriate governmental entities for use as a public roadway at any time as deemed necessary or appropriate by Grantor. Grantee by acceptance of this Deed hereby acknowledges and confirms that any such dedication or request for acceptance of such dedication shall be free and clear of any right, interest, claim, priority or right of objection on the part of the Grantee to such dedication or public acceptance of said easement area.

TRACT III

Together with a temporary nonexclusive 10 foot wide easement for the purpose of providing Grantee with a corridor through which to provide its own water source for a fire preventive sprinkler system to be installed by Grantee in its improvements on Tract I. Said easement shall include the right in Grantee to install, maintain, repair and otherwise keep in good working order any underground water line or other underground installations necessary to provide adequate water to Grantee's sprinkler system from the Cumberland River. Said easement is specifically described as follows:

Land in Davidson County, Tennessee described as commencing at an iron pin set in the southerly right of way of Old Hickory Boulevard at the westernmost corner of Tract I described above, thence, along the southwesterly boundary of Tract I, South 50 degrees 57 minutes 13 seconds East a distance of 10.0 feet to a point, thence South 39 degrees 02 minutes 47 seconds West, a distance of 1029.00 feet, more or less, to a point in the northeasterly bank of the Cumberland River at the ordinary high water mark of said river, thence northwesterly along the ordinary high water mark of said river parallel with the southwesterly boundary of said Tract I a distance of 10.0 feet to a point, thence North 39 degrees 2 minutes 47 seconds East, a distance of 1029.00 feet, more or less, to the point of beginning.

This easement (described as Tract III) shall automatically cease and terminate when water service is made available to Grantee, free from any connection or "tap on" fee charged to Grantee, at the boundary of the aforesaid Tract I in sufficient quantity or capacity to supply a fire preventive sprinkler system in the improvements to be placed on Tract I by Grantee. Grantee agrees that it shall execute all necessary releases or other instruments reasonably requested by Grantor to acknowledge the termination of said easement rights upon the provision of such sprinkler water service to the property. It is specifically agreed that the installations placed within this easement area shall be placed underground so as not to restrict the free movement of vehicular or pedestrian traffic over and across said easement area.

TRACT IV

Together with a temporary nonexclusive "borrow pit" easement for the purpose of providing Grantee fill material or soil and/or rock to be used for the reclamation of Tract I as described above from any flood plain area. Said easement area is specifically described as follows:

Land in Davidson County, Tennessee being described as that portion of Grantor's property described in a deed of record in Book 7932, Page 516, Register's Office for Davidson

County, Tennessee located within five hundred (500) feet of the ordinary high water mark of the Cumberland River.

Grantee shall be authorized to remove only such material as is necessary to bring any building pad to be placed on Tract I to an elevation level no more than five (5) feet above the one hundred (100) year flood plain and any contiguous parking or loading areas (being the remainder of Tract I) to an elevation no more than one (1) foot above the one hundred (100) year flood plain. Grantee shall bear the sole and exclusive responsibility for seeking any and all regulatory or governmental approvals for the excavation of the fill from the borrow pit and for the placement of the fill on Grantee's property, including, without limitation, the approval of necessary erosion control measures as required by the Metropolitan Nashville/Davidson County Government. Grantee shall also be exclusively responsible for seeking approval from the United States Corps of Engineers or other regulatory or governmental entity of any disturbance or activity in the bank or surrounding areas of the Cumberland River. Grantee shall be responsible for any and all expenses incurred in excavating and placing such fill. This easement shall have a duration of two (2) years from the date of this Deed. Grantee shall have an option to extend such easement rights for an additional three (3) years on written notice to Grantor or his successor. Such option period may be unilaterally terminated and extinguished by Grantor or his successor by written notice given to Grantee or its successor and recorded in the aforesaid Register's Office. Such termination or extinguishment shall be effective sixty (60) days after served on Grantee or its successor. Such notice shall be deemed given and served as of the date mailed by Grantor, certified mail return receipt requested, to the address stated above or as requested in writing by Grantee sent to Charles W. Hawkins, III, Trustee, 401 Union Street, 12th Floor, Nashville, TN 37219 in a like manner. Grantee shall be provided access to said borrow pit easement area over and across the easement area described as Tract III above.

This also being a portion of the property conveyed to Grantor by deed from Vaden Lackey, Jr. of record in Book 7932, page 516, Register's Office of Davidson County, Tennessee.

The conveyance and easements set forth above are subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

This is unimproved property.

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 I do covenant with the said Grantee 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 further covenant and bind myself, my successors and representatives, 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.

Grantee agrees to and shall indemnify and hold Grantor and his beneficiaries harmless from any loss, cost, expense, claim, tax, fee or fine imposed on Grantor (or his property) on account of Grantee's use and maintenance of the above described easement areas (described as Tracts II, III, and IV), excepting any damage to the crops of any tenant farmer using said property which shall be Grantor's

responsibility, including, without limitation, any personal injury or property damage claim occasioned by Grantee's use of the property, any regulatory, governmental or environmental fine, tax or other charge or levy asserted against the property or Grantor occasioned by Grantee's use of the property.

Grantee has joined in the execution of this instrument for the purpose of expressing its consent and agreement to the terms hereof.

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 our hands this 18th day of December, 1990.

GRANTOR:

Charles W. Hawkins III Trustee

CHARLES W. HAWKINS, III, TRUSTEE

GRANTEE:

JTRR PROPERTIES, a Tennessee General Partnership

By: [illegible]

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public in and for the State and County the within named CHARLES W. HAWKINS, III, TRUSTEE, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 18th day of December, 1990.

[illegible]
NOTARY PUBLIC
My Commission Expires: 5/8/91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ronald O Wise with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged

himself to be the General Partner of JTRR PROPERTIES, a Tennessee General Partnership, and that he as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as such General Partner this 18th day of December, 1990.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of December, 1990.

NOTARY PUBLIC
My Commission Expires: 5/8/91

JTRR.WD

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Map

EXHIBIT "B"

PERMITTED EXCEPTIONS TO TITLE

AS TO TRACT I:

1. General and special taxes and assessments for the year 1991 and subsequent years which have been assumed by and shall be paid by Grantee. 1990 taxes have been pro-rated and will be paid by Grantor.

2. No right of access to said Tract from public right of way except over and across Tract II.

AS TO ALL TRACTS:

1. Boundary survey prepared by Morrow & Associates, Inc. dated November 7, 1990 as attached hereto as Exhibit "A", discloses the following:

   (a) Limited or controlled access to public right-of-way;

   (b) 15 foot gas line easement, including proposed location of gas line in the northwesterly portion of the property;

   (c) existing gas line, right of way or easement (width not known) crossing the northern half of the property;

   (d) a portion of the property lies within the 100 year flood plain.

AS TO TRACT II:

1. General and special taxes and assessments for the year 1991 and subsequent years which shall be paid by Grantor.

AS TO TRACTS III AND IV:

1. General and special taxes and assessments for the year 1991 and subsequent years which shall be paid by Grantor.

2. Warranty Deed of Flowage Easements of record in Book 2247, page 539, said Register's Office, and of record in Book 2282, pages 237 and 241.

3. Easement for the flow of the Cumberland River.

4. No warranty is made with respect to riparian rights.

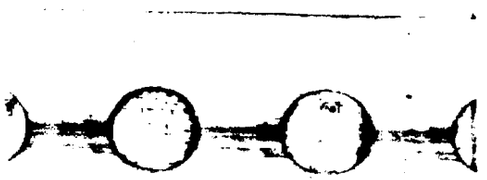
5. Deed for an easement for sewer line as of record in Book 7444, page 158, said Register's Office.

6. No right of access to said Tracts from public right of way except over and across Tracts I and II.

7. Permanent drainage easement as of record in Book 4842, Page 644, said Register's Office

C FICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

BOOK 8259 PAGE 441

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



CAMT	275000.00
CON TX	907.50
PRFEE	1.00
WDEED	36.00
TOTAL	944.50
CHECK	944.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/18/90 01 11:54 0001 0197

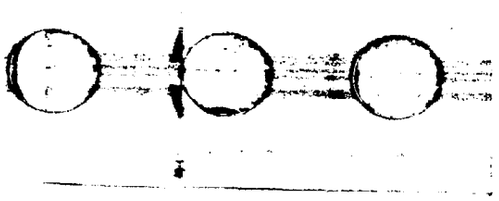


80306

IDENTIF. REFERENCE

DEC 18 11 54 '90

FELIX Z. WILSON
DAVIDSON COUNTY TN.



No. 382607