Box 41

BOOK 8795 PAGE 561

WARRANTY DEED

FROM: Farris Hardwood Lumber Company, a limited partnership, Grantor

TO: McKinnon Bridge Company, Inc. and Teague Brothers Sand & Gravel Co., Inc., Grantees

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield and Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes Field Book Number	Map-Parcel Number
P. O. Box 681669 Franklin, TN 37064		82-10-8

Same _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Forty-six Thousand Four Hundred Eighty Dollars ($346,480.00).

E. Bruce McKinnon
Affiant

SUBSCRIBED AND SWORN TO before me, this the 17th day of November, 1992.

Sue Ellen Thompson
Notary Public

ELLEN THOMPSON NOTARY PUBLIC DAVIDSON CO. TENN.

My Commission Expires: 11-21-92

FOR AND IN CONSIDERATION OF the sum of Three Hundred Forty-six Thousand Four Hundred Eighty Dollars ($346,480.00), of which Seventy-five Thousand Dollars ($75,000) has been paid in cash and for the balance of which Grantees have executed and delivered a Promissory Note of even date (the "Note") to Grantor secured by a Deed of Trust of even date being recorded simultaneously herewith (the "Deed of Trust") upon the herein described property, the receipt and sufficiency of which are hereby acknowledged, Farris Hardwood Lumber Company, a limited partnership, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said Teague Brothers Sand & Gravel Co., Inc., a Tennessee corporation, and McKinnon Bridge Company, Inc., a Tennessee corporation, as tenants-in-common, Grantees, their successors and

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

> Lot No. 3 on the Subdivision of the Farris property of record in Book 7900, page 391, as revised by the Surveyor's Certificate of Correction dated November 12, 1992, of record in Book 8795, page 569, Register's Office for Davidson County, to which plat reference is here made for a more complete description.
>
> Being part of the same property conveyed to Farris Hardwood Lumber Company, a limited partnership, by deed from W. M. Farris, et al, of record in Book 4522, page 843, Register's Office for Davidson County, Tennessee.

The above described Lot is hereafter sometimes called "Lot 3" or the "Property".

This is unimproved property located north of the Jefferson Street Bridge on the east side of the Cumberland River.

The description of this property was obtained from the survey prepared by Barry Greer, 2103 Windsor Place, Mt. Juliet, Tennessee 37122, Registered Land Surveyor No. 211.

Together with a non-exclusive perpetual easement (the "Easement") which is hereby granted by Grantor to Grantees, their successors and assigns, for a railroad spur, utilities and ingress and egress across Lot 2 ("Lot 2") as such lot is shown on the Subdivision of the Farris property of record in Plat Book 7900, page 391, as revised by the Surveyor's Certificate of Correction dated November 12, 1992, of record in Book 8795, page 569, Register's Office for said County (said plat being hereinafter called the "Plat"). The Easement across Lot 2 is identified on the Plat as "RAILROAD, UTILITY & INGRESS-EGRESS EASEMENT" and lies along the easterly boundary of said Lot 2 beside the right-of-way of CSX Railroad. Grantor retains the non-exclusive right to utilize the Easement for itself, its successors and assigns for the same purposes granted to Grantees as well as all other lawful purposes for which the owner of Lot 2 may utilize its property, subject to the non-exclusive rights of Grantees in the Easement.

This conveyance is expressly made subject to the following:

1. The lien for 1992 taxes which have been assumed and will be paid by Grantees.

2. All matters shown on the Plat including, without limitation, the terms and conditions of the Owner's Certificate, all notes shown thereon, a

flowage easement for the Cumberland River and sanitary sewer easement.

3. The chartered right-of-way of CSX Railroad

4. Such state of facts and conditions as an accurate survey and personal inspection of the premises would disclose.

5. Applicable zoning ordinances.

6. Any easements lying within the 0.387 Acre Parcel (as hereafter defined).

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their successors and assigns, forever.

And Grantor does covenant with Grantees that Grantor is lawfully seized and possessed of the Property in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

As additional consideration for this conveyance, and as a condition of the conveyance to Grantees, absent which Grantor would not have delivered this deed, Grantees agree for themselves and their successors and assigns (i) that Grantor shall have the right to construct a railroad spur line across the Easement in order to provide railroad access from the railroad main line to serve Lot 2; (ii) to permit Grantor, its successors and assigns, to connect to and run the spur line to serve Lot 2 (the "Lot 2 Spur Line") from a switch (the "Lot 2 Switch") to be constructed to connect with and tie into the spur line to serve Lot 3 (the "Lot 3 Spur Line") which Grantees plan to construct within the Easement.

Grantor and Grantees acknowledge that there are three alternatives for installing the Lot 2 Switch:

(i) installing the Lot 2 Switch on the railroad mainline;

(ii) installing the Lot 2 Switch on the Lot 3 Spur Line near the Jefferson Street Bridge so that the Lot 2 Spur Line will run in a southerly or southwesterly direction from the Lot 2 Switch onto Lot 2 (the "Southerly Switch Alternative"); and

(iii) installing the Lot 2 Switch on the Lot 3 Spur Line at a point farther south of Jefferson Street Bridge toward Oldham Street so that the Lot 2 Spur Line will run in a northerly or northwesterly direction from the Lot 2 Switch onto Lot 2.

To enable Grantor, its successors and assigns to utilize alternatives (ii) and (iii) above, Grantees hereby grant to Grantor, its successors and assigns, and Grantor retains, a non-exclusive perpetual easement for the benefit of Lot 2 over and along the Lot 3 Spur Line in order that railroad cars can be moved from the railroad main line over and along the Lot 3 Spur Line through the Lot 2 Switch onto the Lot 2 Spur Line. Grantees acknowledge that if Grantor, its successors or assigns elect to utilize the Southerly Switch Alternative, such utilization will require that railroad cars be pulled in a northerly direction along the Lot 3 Spur Line past the Lot 2 Switch and onto Lot 3, and then pushed back through the Lot 2 Switch onto the Lot 2 Spur Line. To enable Grantor, its successors and assigns to utilize the Southerly Switch Alternative, Grantees grant to Grantor, its successors and assigns, and Grantor retains, a non-exclusive perpetual easement for the benefit of Lot 2 upon Lot 3 over and along the Lot 3 Spur Line in order that railroad cars can be pulled from the railroad main line over and along the Lot 3 Spur Line onto Lot 3, and then pushed back through the Lot 2 Switch onto the Lot 2 Spur Line. This non-exclusive perpetual easement may also be utilized to enable Grantor, its successors and assigns to return railroad cars from Lot 2 to the railroad main line. The only conditions upon the use of such non-exclusive perpetual easements are that Grantor, its successors and assigns, (i) carry reasonable insurance against personal injury and property damage occasioned by the use of these easements and (ii) participate with the owner of Lot 3 in the cost of maintaining that portion of the Lot 3 Spur Line used by both

parties with such cost to be prorated based upon the respective usage by the parties of the commonly shared Lot 3 Spur Line. Grantor, its successors and assigns shall have no responsibility for any deferred maintenance of the Lot 3 Spur Line which relates to or has resulted from the use of the Lot 3 Spur Line prior to the installation of the Lot 2 Switch. Grantees, their successors and assigns shall reasonably cooperate with Grantor, its successors and assigns to insure that if the Southerly Switch Alternative is utilized, that the portion of the Lot 3 Spur Line located north of the Lot 2 Switch will not be utilized in a way which will unreasonably interfere with access for railroad service to the Lot 2 Spur Line; however, Grantees shall have priority usage of Lot 3 Spur Line in the event of an emergency or similar circumstances. Further, the owner of Lot 2 shall not block the Lot 3 Spur Line for any purpose other than switching cars through the Lot 2 Switch onto the Lot 2 Spur Line.

The purchase price paid by Grantees to Grantor includes Purchaser's Obligation to make a payment to Grantor in the amount of Thirty Thousand Nine Hundred Sixty Dollars ($30,960) (the "Deferred Principal Obligation") for an area consisting of approximately 0.387± acres located along the southern boundary of the Property which presently lies within the existing right-of-way of Jefferson Street Bridge (the "0.387 Acre Parcel"), such Deferred Principal Obligation to be paid upon the terms set forth in the Note. The parties contemplate that the 0.387 Acre Parcel will be abandoned by Metropolitan Government of Nashville and Davidson county ("Metro") and swapped to Grantor in partial payment for certain property owned by Grantor which is being taken by the government for the right-of-way of the new Jefferson Street Bridge. Provided that no default or event of default has occurred under the Note or Deed of Trust and no condition exists which, with giving of notice or passage of time, would constitute a default or event of default therein, and further provided that the Deed of Trust has not been foreclosed on, then immediately following such abandonment, then Grantor shall quitclaim or cause Metro to quitclaim to Grantees all of Grantor's rights, title and interest in and to the 0.387 Acre Parcel in order that upon the abandonment

thereof, the 0.387 Acre Parcel shall be combined with and become a part of Lot 3 as provided on the Plat. Upon the execution and delivery of such quitclaim deed, Grantees shall become obligated to pay the Deferred Principal Obligation in accordance with the terms of the Note.

In the event that Metro has not passed an ordinance within five (5) years after the date of this deed (or such later time to which the parties may agree) to authorize such abandonment, then Grantees shall have the right at any time thereafter before such abandonment is authorized, but not thereafter, to release Grantor from its obligation to quitclaim or cause Metro to quitclaim the 0.387 Acre Parcel to Grantees, whereupon Grantees shall be relieved of any obligation to pay to Grantor the Deferred Principal Obligation.

All rights and easements herein granted or reserved shall be appurtenant to the property benefitted thereby and burden the servient property, and shall benefit not only the successors and assigns of Grantor and Grantees, but also the heirs of any successor or assign.

Grantees join in the execution hereof for the purpose of evidencing their agreement to the terms hereof, ratifying and confirming the lien evidenced by the Deed of Trust, and granting, ratifying and confirming the easements granted and retained herein.

Witness our hands this 17 day of November, 1992.

FARRIS HARDWOOD LUMBER COMPANY, a limited partnership

By: Alfred C. Farris
Alfred C. Farris,
General Partner

By: Rachael Farris
Rachael Farris,
General Partner

By: Mary Farris Lynch
Mary Farris Lynch,
General Partner

By: Sarah Camille Farris
Sarah Camille Farris,
General Partner

TEAGUE BROTHERS SAND & GRAVEL CO., INC.,
a Tennessee corporation

By: D. J. Teague

Title: President

McKINNON BRIDGE COMPANY, INC.,
a Tennessee corporation

By: J. Dewey McKinnon

Title: President

This deed has been prepared by Farris, Warfield and Kanaday ("FWK") based solely upon information furnished by Grantor. FWK has not undertaken to independently verify any statement, fact, description or other matter set forth herein and has not undertaken to verify any matters relating to title. FWK undertakes no responsibility or liability for the correctness or accuracy of any statement, fact, description or other matter reflected herein.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared ALFRED C. FARRIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a general partner of FARRIS HARDWOOD LUMBER COMPANY, the within named bargainor, a limited partnership, and that he as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at Office in Nashville, this 17th day of November, 1992.

Deborah A. Hughes
Notary Public

My Commission Expires: May 28, 1995

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared RACHAEL FARRIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a general partner of FARRIS HARDWOOD LUMBER COMPANY, the within named bargainor, a limited partnership, and that she as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as partner.

Witness my hand and seal, at Office in Nashville, this 17th day of November, 1992.

Deborah A. Hughes
Notary Public

My Commission Expires: May 28, 1995

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared MARY FARRIS LYNCH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a general partner of FARRIS HARDWOOD LUMBER COMPANY, the within named bargainor, a limited partnership, and that she as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as partner.

Witness my hand and seal, at Office in Nashville, this 17th day of November, 1992.

Deborah A. Hughes
Notary Public

My Commission Expires: May 28, 1995

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared SARAH CAMILLE FARRIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a general partner of FARRIS HARDWOOD LUMBER COMPANY, the within named bargainor, a limited partnership, and that she as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as partner.

Witness my hand and seal, at Office in Nashville, this 17th day of November, 1992.

Deborah A. Hughes
Notary Public

My Commission Expires: May 28, 1995

8698.3 11/16/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sue Ellen Murphy, a Notary Public of said County and State, personally appeared G.L. Teague, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of TEAGUE BROTHERS SAND & GRAVEL CO., INC., the within named bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in Nashville, this 17th day of November, 1992.

Sue Ellen Murphy
Notary Public

My Commission Expires: 11-21-92

0618 11/24 0101 03CHECK 1319.05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sue Ellen Murphy, a Notary Public of said County and State, personally appeared T. Benson McKinnon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of McKINNON BRIDGE COMPANY, INC., the within named bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in Nashville, this 17th day of November, 1992.

Sue Ellen Murphy
Notary Public

My Commission Expires: 11-21-92

6.7.6.8.

IDENTIFICATION REFERENCE

Nov 24 3 23 PM '92

DAVIDSON COUNTY, TN



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

RECEIVED OF _____

FOR _____

BOOK 8795 PAGE 570

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	
				346480.00
			CON TX	1282.05
			PRFEE	1.00
			WDEED	36.00
			TOTAL	1319.05
			CHECK	1319.05
11/24/92	01		15:22 0001	0618

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 7 7 6 8

IDENTIFI REFERENCE

Nov 24 3 23 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 594343