Box 14-A

THIS INSTRUMENT PREPARED BY:

JOHN T. COOK, ESQ.
2927 Berry Hill Drive
Nashville, Tennessee 37204

BOOK 9512 PG 814

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

JTRR Properties
c/o Ron Wise
635 Old Hickory Boulevard
P.O. Box 149
Old Hickory, TN 37138

Same

Part of Map 044
Parcel 7

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $35,000.00.

Ronald O. Wise
Affiant

Subscribed and sworn to before me this 28th day of October, 1994.

J T C
Notary Public

My commission expires: 7/24/97

06337
IDENTIF. & REFERENCE

94 NOV -4 PM 3:34
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

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, have bargained and sold, and by these presents do 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 1:

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 by property owned by JTRR PROPERTIES as of record in Book 8259, page 433, said Register's Office (said property being hereinafter referred to as the "JTRR Property"); and on the south and west by Charles W. Hawkins, III, Trustee and being more particularly described as follows:

Beginning at an iron pin in the southeastern right-of-way of Old Hickory Boulevard (also

known as Tennessee State Highway 45) at the western corner of the JTRR Property; thence, along the southwestern boundary of the JTRR property South 50 degrees 57 minutes 13 seconds East a distance of 309.93 feet to an iron rod; thence, South 39 degrees 03 minutes 50 seconds West a distance of 706.75 feet to an iron rod; thence, North 46 degrees 24 minutes 14 seconds West a distance of 361.15 feet to an iron rod situated in the southeasterly margin of Old Hickory Boulevard; thence along said margin, North 39 degrees 03 minutes 10 seconds East a distance of 52.29 feet to a concrete monument; thence, South 46 degrees 37 minutes 36 seconds East a distance of 50.36 feet to a concrete monument; thence, North 39 degrees 03 minutes 10 seconds East a distance of 629.61 feet the iron rod marking the point of beginning. Said property contains 5.000 acres, more or less.

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.

This description has been derived from a survey prepared by Allen Trumbo, Registered Land Surveyor No. 1127, of Dale and Associates, Inc., 516 Heather Place, Nashville, TN 37204, (615) 297-5166, dated August 12, 1994.

Tract 2:

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 that portion of Tract 1 and that portion of the JTRR Property (identified above) to be improved with a driveway or roadway, parking areas and building pad above the flood plain area as shown on the Site Plan for Wise Industries dated August 12, 1994 (Job No. 90119) prepared by Dale & Associates. Said easement area is specifically described as follows:

Land in Davidson County, Tennessee being described as that portion of Grantor's property described as located southwest of the above described Tract 1 and lying between the southeastern right-of-way of Old Hickory Boulevard (also known as Tennessee State Highway 45) and a line extending southwest from the southern most corner of the above described Tract 1 described as beginning at the southern most corner of the said Tract 1; thence, South 39 degrees 03 minutes 50 seconds West to 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 pads, contiguous parking or loading areas and roadways or driveways to be placed on the above described Tract 1 and/or on the JTRR Property 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 one (1) year from the date of this Deed.

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 Tract I), 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.

Grantor reserves unto itself, and Grantee joins in this document to sell, transfer and convey to the Grantor, a permanent nonexclusive "borrow pit" easement for the purpose of allowing Grantor, its successors and assigns, to remove fill material or soil and/or rock to be used for the reclamation or modification of other properties now owned or hereafter acquired by Grantor, its successors and assigns deriving from the deed to 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. Said easement area is specifically described as follows:

> Beginning at an iron pin in the southeastern right-of-way of Old Hickory Boulevard (also known as Tennessee State Highway 45) South 39 degrees 03 minutes 25 seconds West a distance of 417.61 feet from the iron rod located at the northern corner of the above described Tract One (said iron rod also marking the western corner of certain property conveyed to JTRR PROPERTIES as of record in Book 8259, page 433, said Register's Office); thence, South 46 degrees 24 minutes 14 seconds East a distance of 310.85 feet to a point in the southeastern line of the above described Tract One; thence, South 39 degrees 03 minutes 50 seconds West a distance of 264.48 feet to an iron rod; thence, North 46 degrees 24 minutes 14 seconds West a distance of 361.15 feet to an iron rod situated in the southeasterly margin of Old Hickory Boulevard; thence along said margin, North 39 degrees 03 minutes 10 seconds East a distance of 52.29 feet to a concrete monument; thence, South 46 degrees 37 minutes 36 seconds East a distance of 50.36 feet to a concrete monument; thence, North 39 degrees 03 minutes 10 seconds East a distance of 212.00 feet to the point of beginning.

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 28th day of October, 1994.

GRANTOR:

Charles W. Hawkins III Trustee

CHARLES W. HAWKINS, III, TRUSTEE

GRANTEE:

JTRR PROPERTIES, a Tennessee General Partnership

By: Ronald D. Wise

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

5015 11/04 0101 03CHECK 150.50

Before me, John T. Cook, 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 4th day of November, 1994.

NOTARY PUBLIC
My Commission Expires: 7/24/97

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ronald D. 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 28th day of October, 1994.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of October, 1994.

NOTARY PUBLIC
My Commission Expires: 7/24/97

JTRR3.WD

EXHIBIT "B"

PERMITTED EXCEPTIONS TO TITLE

AS TO TRACT I:

1. General and special taxes and assessments for the year 1995 and subsequent years which have been assumed by and shall be paid by Grantee. 1994 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 other properties owned by Grantee.

3. A portion of the property lies within the 100 year flood plain.

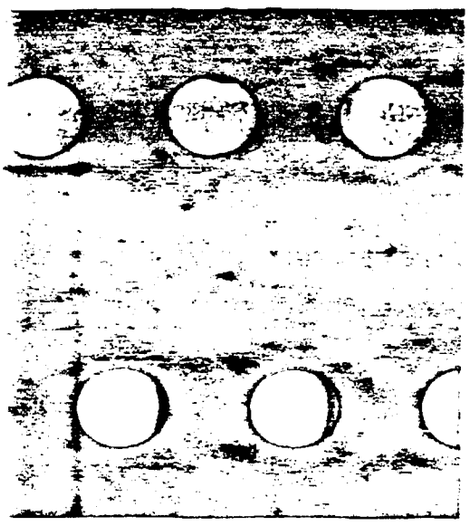
4. Warranty Deed of Flowage Easements of record in Book 2247, page 539, said Register's Office, and of record in Book 2282, pages 237 and 241.

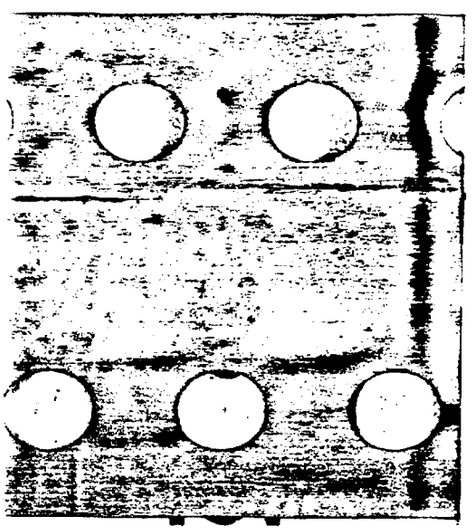
5. Easement for the flow of the Cumberland River.

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

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

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





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

RECEIVED OF _____

FOR _____

BOOK 9512 PG 819

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 35000.00
CON TX 129.50
PRFEE 1.00
WDEED 20.00
TOTAL 150.50
CHECK 150.50

11/04/94 01 15:34 0001 5015

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06337
IDENTIF. & REFERENCE

94 NOV -4 PM 3:34

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 851298