40-A

THIS INSTRUMENT PREPARED BY:
CLEMENT, GIBSON & GREGORY
Suite 600
200 Fourth Avenue, North
Nashville, TN 37219

BOOK 9518 PG 731

ADDRESS OF NEW OWNER:
Orchard Farms, Incorporated
104 British Woods Drive
Nashville, TN 37217

SEND TAX BILLS TO:
To Owner

MORTGAGEE:
J. D. Stevens, Trustee
3937 Gallatin Road
Nashville, Tennessee 37216

MAP AND PARCEL NOS.
MAP 181
P/O PARCEL 059

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $25,500.00, of which $6,375.00, has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining $19,125.00, Orchard Farms, Incorporated, a Tennessee corporation, has executed an Installment Deed Note of even date payable to J.D. Stevens Trustee, Holder of the Note, hereinafter "Holder", in the original principal sum of $19,125.00, payable with interest pursuant to the terms of said Note.

The Note cannot be assumed, transferred or otherwise conveyed to another purchaser without the written permission of the Holder.

If said property is conveyed to another purchaser without the written permission of the Holder, the Holder of this Note can call this Note at once due and payable. If said property is conveyed to another purchaser, the Holder shall have the option to call the Note due or to renegotiate the interest rate.

J.D. Stevens, Trustee, with full power to mortgage, sell, transfer and convey without the necessity of joinder of any beneficiary, hereinafter "CONVEYOR", has this day bargained and sold and does hereby transfer and convey unto the said Orchard Farms, Incorporated, a Tennessee corporation, hereinafter "CONVEYEE", its successors, heirs and assigns, certain real estate in Davidson County, Tennessee, described according to Exhibit "A" attached hereto and incorporated herein by reference, hereinafter the "Property".

This is unimproved property known as Map 181, Part of Parcel 059, Tract 12, Orchard Lane, Nashville, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations and the following:

1. All residences shall have a minimum of 1,400 square feet of living area, exclusive of porches, garage, carport or basement.

2. No residence shall be constructed or maintained with outside walls constructed of any material other than brick, natural stone, wood, stucco, aluminum siding or vinyl siding or a combination thereof.

3. No trailer, tent, garage, barn basement or other outbuilding shall be erected or used as either a temporary or permanent residence.

4. No commercial poultry or no swine may be kept on property.

5. All barns and other detached buildings must be set back a minimum of 200 feet from any easement for ingress and egress or public or private road and no closer than 25 feet to a side or rear line.

6. No noxious or offensive operations shall be conducted or maintained on any tract, and nothing shall be done on any tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.

7. These restrictive covenants may be amended and/or altered from time to time by the recording of a written instrument executed by the owners of 60% of all the tracts.

8. The restrictive covenants shall run with the land and shall expire twenty-five (25) years from the recording of this instrument.

9. The right of enforcement of these restrictive covenants is vested in the owner or assigns of Tracts 1 through 18 of an unrecorded plat prepared by J. Bruce Rainey, dated July 13, 1993. Any such owner of any of said Tracts shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of an action at law or a suit in equity for injunctive or other relief.

10. By the creation of the above restrictions there is no intention of imposing them on any other land owned by J. D. Stevens, Trustee, or his beneficiary, whether adjoining said northerly portion of this property or located in the vicinity thereof, there being no general plan of development of all of his land, and he does expressly reserve the right to restrict in the same or in a different manner or not to restrict at all the land owned by him which is not embraced within the above restrictions.

11. The Property is subject to a T.V.A. transmission line easement, the center line of which runs across the eastern portion of the Property.

The Property is further subject to and has the use of a 50 foot joint use ingress/egress and utility easement running generally along the easterly line of this tract and is further subject to and has the use of an additional 10 foot utility easement immediately adjacent to and west of the said 50 foot easement. A Private Road and Utility Easement and Maintenance Agreement, hereinafter "Agreement", has been recorded simultaneously herewith, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Agreement has been executed by Conveyee, as well as all other owners of the 18 Tracts described according to an unrecorded plat prepared by J. Bruce Rainey, Tennessee No. 823 of Bruce Rainey & Associates, dated July 13, 1993, revised May 19, 1994. Agreement provides for the responsibilities of each owner of the 18 Tracts.

The Property is further subject to the unrecorded plat prepared by J. Bruce Rainey, Tennessee No. 823 of Bruce Rainey & Associates, dated July 13, 1993, revised May 19, 1994.

The above described property and any improvements located thereon are sold in "As Is" condition.

TO HAVE AND HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said CONVEYEE, its heirs, representatives and assigns forever. And CONVEYOR does covenant with the said CONVEYEE he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as outlined herein. And CONVEYOR further covenants and binds himself, his heirs and representatives to warrant and forever defend the title to the said land to the said CONVEYEE, its heirs and assigns, against the lawful claims of all persons, whomsoever.

FOR AND IN CONSIDERATION of ONE ($1.00) DOLLAR, the receipt of which is hereby acknowledged, and the other considerations herein mentioned, Orchard Farms, Incorporated, a Tennessee corporation, hereinafter referred to as "GRANTOR", has this day bargained and sold and does hereby transfer and convey to Andrew B. Gibson, Jr., a resident of Williamson County, Tennessee, hereinafter referred to as "TRUSTEE", his successors and assigns, the following described property, hereinafter referred to as the "Property", located in the State of Tennessee, County of Davidson, described according to Exhibit "A" attached hereto and incorporated herein by reference.

Being the same property conveyed to Grantor by this instrument (Installment Deed) recorded simultaneously herewith.

TO HAVE AND TO HOLD said Property to the said TRUSTEE, and his successors in trust, forever. GRANTOR covenants that GRANTOR is lawfully seized of the said property, has a good right to convey it, and that the same is unencumbered. GRANTOR further covenants and binds himself, his heirs and representatives, to warrant and defend the title to said property to the said TRUSTEE, and his successors in trust, and his assigns forever, against the lawful claims of all persons whomsoever.

This conveyance of the Property and all covenants and warranties contained herein are made expressly subject to such limitations, restrictions, easements, government planning, building and zoning regulations as may affect the premises.

THIS CONVEYANCE IS MADE IN TRUST for the following uses and trusts, and for no other purpose: To secure payment of an Installment Deed Note in the original amount of $19,125.00, sometimes hereinafter referred to as the "Secured Indebtedness", of even date herewith executed by GRANTOR, payable to the order of J.D. Stevens, Trustee, hereinafter referred to as "BENEFICIARY", to which reference is made for terms and conditions of same.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $19,125.00.

Transfer of the Property. In the absence of prior written consent of the BENEFICIARY, if all or any part of the Property or any interest therein is sold, transferred, encumbered or restricted, including without limitation, (i) the creation of a lien, charges, restriction or encumbrance against the Property whether or not subordinate to this Installment Deed, (ii) the execution of a contract to transfer or otherwise dispose of all, part of, or any interest in the beneficial or equitable title to the Property (iii) the transfer or other disposition of all, part of, or any interest in the beneficial or equitable title to the Property or (iv) the filing of any tax lien, judgment lien or any other type of lien against the Property, BENEFICIARY may at any time after BENEFICIARY acquires actual knowledge of such actual or attempted sale, assignment, conveyance, transfer, disposition, encumbrance or restriction, declare all Secured Indebtedness to be immediately due and payable. Said consent is totally within the discretion of BENEFICIARY, and BENEFICIARY is under no obligation to grant such consent; any consent granted being subject to such terms and conditions as BENEFICIARY may require. No consent or approval, if given, by BENEFICIARY shall cause GRANTOR to be released from liability for payment of the Secured Indebtedness unless BENEFICIARY expressly consents in writing to such release.

Events of Default and Acceleration. The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(a) The non-payment of the principal and/or interest on the Secured Indebtedness or any portion thereof when and as the same shall become due and payable;

(b) GRANTOR's failure to perform any of the obligations hereunder, or a default or Event of Default shall occur under the Promissory Note, this Installment Deed, or any other instrument or document now or hereafter further evidencing, securing or otherwise related to the Secured Indebtedness or any portion thereof;

(c) GRANTOR shall abandon the Property;

(d) GRANTOR or any other person or entity now or hereafter liable to pay all or any portion of the Secured Indebtedness shall fail to pay or shall admit in writing that it is generally not paying its debts as they become due, or make a general assignment for the benefit of creditors or commit any act of bankruptcy; or a receiver, trustee or

[redacted]

other custodian shall be appointed for GRANTOR; or any proceedings under bankruptcy laws or other laws of general application to creditors shall be brought by or against GRANTOR, or any subsequent Obligor; or GRANTOR, or any subsequent Obligor shall file for any form of reorganization or arrangement under any bankruptcy law;

(e) Should any representation or warranty of GRANTOR, herein contained, or contained in the instrument, transfer, conveyance, assignment or other agreement given with respect to the Secured Indebtedness, reasonably appear to be untrue or misleading in any material aspect;

(f) Should any federal tax lien, judgment lien or claim of lien for labor or material be claimed or filed of record against GRANTOR or the Property and not be removed by payment or bond within thirty (30) days from date of notice of claim or of recording;

(g) If the said GRANTOR fails to make any payment due on any indebtedness or security or any event shall occur or any condition shall exist in respect of any indebtedness or security of GRANTOR or under any agreement securing or relating to such indebtedness or security, the effect of which is to cause or to permit any holder of such indebtedness or other security or a trustee to cause (whether or not such holder or trustee elects to cause) such indebtedness or security, or a portion thereof, to become due prior to its stated maturity or prior to its regularly scheduled dates of payment.

Upon the occurrence of any Event of Default described in subparagraph (d) hereof, the Secured Indebtedness shall be immediately due and payable in full; and upon the occurrence of any other Event of Default described above, BENEFICIARY, at any time thereafter may, at BENEFICIARY'S option, accelerate the maturity of the Secured Indebtedness; all without notice of any kind.

Remedies. Upon the occurrence of any Event of Default and the acceleration of the maturity of the Secured Indebtedness, BENEFICIARY, or any other agent of BENEFICIARY, or the TRUSTEE may take any one or more of the following actions:

(a) Enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver;

(b) Employ a managing agent of the Property and let the same, either in TRUSTEE's own name, in the name of BENEFICIARY, or in the name of the GRANTOR, receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness;

(c) Pay any sums in any form or manner deemed expedient by BENEFICIARY to protect the security of this Installment Deed or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness;

(d) Foreclose this Installment Deed. The TRUSTEE hereunder, or his agent or successors, at the request of BENEFICIARY or the representatives or assigns of BENEFICIARY, after giving notice of the time and place of sale by publication of such at least three (3) different times in some newspaper published in the County in which the Property is primarily situated, the first of which publication shall be at least twenty (20) days previous to said sale, shall, at the date and time stated in the notice, and at the door of the County Courthouse in said County at which foreclosure sales are customarily held or, at the election of BENEFICIARY, at the Property, proceed to sell the Property at public auction for cash (or for credit against the Secured Indebtedness if BENEFICIARY is the highest bidder) or upon such other terms that are satisfactory to the TRUSTEE and BENEFICIARY, and in bar of the statutory right of redemption set forth in Tennessee Code Annotated, Section 66-8-101, et. seq., homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, including equity of redemption, all of which are hereby

waived. TRUSTEE shall apply the proceeds from such sale - first to the payment of all costs and expenses of such sale, including attorney and TRUSTEE fees and expenses incurred in connection with the sale and GRANTOR's default; second, to the payment of the Secured Indebtedness, including any and all advances made under the terms hereof with interest thereon; third, the surplus, if any, to the parties legally entitled thereto.

In the event the TRUSTEE cannot determine the person or persons to whom the surplus should be paid or a controversy exists with respect to the surplus, the TRUSTEE may pay the surplus into a court of competent jurisdiction in an interpleader action and all expenses of such action, including legal fees incurred by BENEFICIARY or TRUSTEE, shall be paid from the surplus or, if the surplus is insufficient, by the GRANTOR.

The foreclosure sale may be adjourned from time to time by TRUSTEE, or his agent or successors, at the place of sale on the date the same is originally set, or on the date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication.

BENEFICIARY or BENEFICIARY'S designees may purchase the Property at any sale. In the event BENEFICIARY purchases the Property at the TRUSTEE's sale, to the extent BENEFICIARY'S bid price exceeds the Secured Indebtedness, BENEFICIARY shall pay the TRUSTEE cash equal to such excess.

The Property or any part thereof may be sold in one (1) parcel or in such parcels, manner or order as BENEFICIARY in BENEFICIARY'S sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Secured Indebtedness paid in full.

Following a TRUSTEE's sale of the Property, TRUSTEE shall deliver to purchaser a TRUSTEE's Deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the TRUSTEE's Deed shall be prima facie evidence of the truth of statements made therein.

The GRANTOR further agrees that in case of any sale hereunder, it will at once surrender possession of the Property, and if GRANTOR fails to surrender possession, GRANTOR will from that moment become and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Property after such sale plus all expenses, including legal fees, incurred by the purchaser.

Neither BENEFICIARY nor the TRUSTEE shall be required to give any notice of the foreclosure sale to the GRANTOR.

(e) Institute appropriate proceedings of foreclosure in equity or at law. Upon the institution of such proceedings, TRUSTEE shall, upon application therefor, without notice, be entitled to have a receiver appointed to take possession of the Property, and TRUSTEE or BENEFICIARY shall be entitled to all the rents, issues and profits arising therefrom during the pendency of any such foreclosure proceedings.

(f) Take any other action BENEFICIARY or TRUSTEE may be legally entitled to take to protect their rights.

It is further agreed that said TRUSTEE, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to BENEFICIARY.

In the event of a total taking of the Property, the proceeds shall be applied to the Secured Indebtedness, whether or not then due, with any excess paid to the GRANTOR. In the event of a partial taking of the Property, unless the GRANTOR and BENEFICIARY otherwise agree in writing, the Secured Indebtedness shall be reduced by the amount of the proceeds.

If the Property is abandoned by the GRANTOR, or if, after notice by BENEFICIARY to the GRANTOR that the condemnor offers to make an award or settle a claim for damages, the GRANTOR fails to respond to BENEFICIARY within thirty (30) days after the date the notice is given, then BENEFICIARY is authorized to collect and apply the proceeds, at BENEFICIARY'S option, either to restoration or repair of the Property or to the Secured Indebtedness, whether or not then due.

Unless BENEFICIARY and the GRANTOR otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments hereunder or change the amount of such payments.

Insurable Value. The said GRANTOR does hereby agree to keep all buildings and/or improvements located on the Property insured with some reliable fire insurance company or companies, said insurance to be in a sum equal to the replacement value of the said improvements. Any payments for a loss under said policy shall be made payable to the said TRUSTEE, for the benefit of the lawful owner and holder of the Secured Indebtedness, as their interests may appear.

The GRANTOR further agrees to keep any improvements on said Property in good repair and preservation and to pay all taxes and assessments thereon, and to pay them when due; and in case GRANTOR fails to do either, then said TRUSTEE, or the lawful owner and holder of the Secured Indebtedness or any of them, may exercise any of the provisions outlined under the Default and Acceleration clause of this Installment Deed.

The lawful owner and holder of the Secured Indebtedness, at his option, is hereby authorized and empowered to remove TRUSTEE and name and appoint a successor trustee to execute this Trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the TRUSTEE shall be vested in said successor trustee.

Said TRUSTEE shall execute this Trust without being required to give bond, and he shall not be required to file any account or settlement in relation to this Trusteeship.

Forbearance by Trustee or the lawful owner or holder of the indebtedness secured herein, in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right or remedy. The receipt by Trustee or the lawful holder and owner of said indebtedness of any past due installments or other late payments of the indebtedness shall not deprive Trustee or the lawful holder and owner of said indebtedness of the right to accelerate the maturity of the indebtedness or of any right of enforcement existing pursuant to the terms of this instrument. The procurement of insurance or the payment of taxes or other liens or charges by Trustee or the lawful holder and owner of said indebtedness shall not be a waiver of the right provided herein to accelerate the maturity of the indebtedness because of default hereunder.

Every right and remedy provided in this Installment Deed is distinct from and cumulative to every other right or remedy under this Installment Deed or afforded by law or equity. Every such right or remedy may be exercised concurrently, independently, or successively.

In the event that any provision or clause of this Installment Deed or said indebtedness conflicts with any applicable law, the other

provisions of this Installment Deed and said indebtedness shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of the Installment Deed and said indebtedness are declared to be severable.

As additional security for the repayment of the Indebtedness, Grantor hereby assigns to Holder all rents, income, or profits derived from the Property.

In connection with this Assignment of Rents, Grantor agrees to comply with all terms imposed upon it as Lessor under any leases covering any part of the property. Should Grantor default under any such lease, Beneficiary may take whatever action it deems desirable to prevent or cure the default by Grantor. Beneficiary shall have the right to enter upon the property as often as it desires in order to prevent or cure any such default. In attempting to prevent or cure any such default, Beneficiary may spend such sums of money as it deems necessary, and Grantor hereby agrees to pay Beneficiary immediately upon demand all sums so expended by Beneficiary, together with interest from the date of payment by Beneficiary at the highest lawful rate. Such sums, and the interest thereon, shall become additional indebtedness secured by this Installment Deed.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the TRUSTEE and BENEFICIARY. The captions and headings of the paragraphs of this Installment Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

Grantor, Trustee and Beneficiary, whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents and/or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Nashville, Tennessee, this 2nd day of November, 1994.

ORCHARD FARMS, INCORPORATED,
A TENNESSEE CORPORATION

J. D. Stevens, Trustee

By: Constance Wesnofske
Constance Wesnofske, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public in and for the said County and State, personally appeared Constance Wesnofske, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President (or other officer authorized to execute the instrument) of ORCHARD FARMS, INCORPORATED, the within named bargainor, a Tennessee corporation, and that she as such President executed the within instrument for the purposes stated therein by signing the name of the corporation by herself as such President.

Witness my hand and official seal this the 2nd day of November, 1994.

Notary Public

My Commission Expires: 9/16/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared J.D. Stevens, Trustee, the within named 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 foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 2nd day of November, 1994.

Notary Public

My Commission Expires: 9/16/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property, whichever is greater, is $25,500.00.

Affiant

Sworn to and subscribed before me this 2nd day of November, 1994.

Notary Public

My Commission Expires: 9/16/95

EXHIBIT "A"

TRACT 12

Land in the Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor, #823 dated July 13, 1993 and known as Job no: 930091 more particularly described as follows:

Beginning at an iron pin in the center of a 50 foot joint use ingress-egress and utility easement, said point of beginning being 2505.66 feet northerly as measured along the centerline of said 50 foot ingress-egress and utility easement from the northerly margin of Pettus Road; thence leaving the center of said 50 foot joint use ingress-egress and utility easement and with the northerly line of Tract No. 13 of the J. D. Stevens Pettus Road division North 88 degrees 03 minutes 57 seconds West passing a steel fence post at 25.00 feet in all 800.92 feet to an iron pin; thence South 76 degrees 38 minutes 54 seconds West 315.51 feet to an iron pin; thence North 04 degrees 41 minutes 13 seconds East 297.70 feet to an iron pin; thence with the line of Tract No. 11 of the said J. D. Stevens Pettus Road division South 85 degrees 18 minutes 47 seconds East passing a steel fence post at 1075.00 feet in all 1100.00 feet to a point in the center of said 50 foot ingress-egress and utility easement; thence with the center of said 50 foot joint use ingress-egress and utility easement South 04 degrees 41 minutes 13 seconds West 161.53 feet to the point of beginning, containing 5.03 acres more or less.

Being part of the same property conveyed to D. Stevens, Trustee, with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiaries, by deed from Jacey A. Moore, Jr., a single person, of record in Book 5987, page 570, Register's Office for Davidson County, Tennessee; and being part of the same property conveyed to J.D. Stevens, Trustee with full power to mortgage, sell, transfer or convey without the joinder of any beneficiary, by deed from Claude Swann, Trustee with full power to mortgage, sell, transfer or convey without joinder of any beneficiary, of record in Book 7408, page 420, Register's Office for Davidson County, Tennessee. J. D. Stevens, Trustee and D. Stevens, Trustee are one and the same person.

EXHIBIT "B"

BOOK 9518 PG 740

THIS INSTRUMENT PREPARED BY:
Clement, Gibson & Gregory
Suite 600, 200 Fourth Avenue, North
Nashville, Tennessee 37219

PRIVATE ROAD AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is hereby made and entered into on the dates set forth below by and between the owners (hereinafter the "Parties) of certain property located in Davidson County, Tennessee, north of Pettus Road and being a part of Map 181, Parcels 59 and 160 (hereinafter the "Property").

W I T N E S S E T H:

WHEREAS, the Property was originally conveyed to James D. Stevens, Trustee (hereinafter "Stevens"), by deed of record in Book 5987, page 570, and Book 7408, page 420, Register's Office for Davidson County, Tennessee; and

WHEREAS, Stevens has developed and divided the Property into 18 tracts of more than 5.1 acres each as described on an unrecorded survey by J. Bruce Rainey dated July 13, 1993, as revised on May 19, 1994, attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Stevens constructed a private roadway, which is described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter the "Private Roadway") from Pettus Road for the use and benefit of the owners of Tracts 1 through 18; and

WHEREAS, Stevens has installed water lines from Tract 1 to each Tract owner, within the public utility easement as reflected on the unrecorded survey by J. Bruce Rainey, dated July 13, 1993, as revised on May 19, 1994; and

WHEREAS, Stevens has arranged and paid for the installation of lines for electricity to service the 18 Tracts, which is to be constructed by the Nashville Electric Service, which lines will be secured by poles, including some poles which will be located on anchor utility easements, all of which is reflected on the plans prepared by Nashville Electric Service as shown on Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, the above-mentioned water lines and lines for electricity, as well as any future utilities which might service Tracts 1 through 18, hereby become the responsibility of the Parties, including the installation of said utilities to any improvement to be constructed on the Tracts, as well as the maintenance of said utilities; and

WHEREAS, each Warranty Deed that conveyed the individual tracts to the Parties from Stevens included the legal description to the middle of the Private Roadway, but the deeds included language stating that each tract of land is subject to the joint use of the Parties for ingress and egress and utility easements; and

WHEREAS, as a result of the construction of the Private Roadway and the exceptions outlined in the Warranty Deeds mentioned above, the Parties have a non-exclusive right to use the Private Roadway for the purposes of ingress and egress and utility easements; and

WHEREAS, the Parties desire to more specifically set forth their obligations and responsibilities relative to said roadway and utilities.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and understandings herein contained, the Parties agree as follows:

1. The Parties shall be jointly responsible for the upkeep, maintenance, repair and resurfacing of the Private Roadway. The Parties hereby agree to share the cost of such upkeep, maintenance, repair and resurfacing equally. In the event one or more of the Parties, his or her guests, agents, employees, or invitees cause damage to the Private Roadway, other than ordinary wear and tear, that party shall be required to repair such damage and shall be solely and exclusively responsible for the costs thereof. If any party divides his or her tract of land, each of the resulting lots or parcels so created that has an easement and right to use the Private Roadway and shall share in the cost of upkeep, maintenance, repair and resurfacing of the Private Roadway on a prorata basis with all other Parties having the right to use it. No party shall destroy or damage the Private Roadway, although ordinary wear and tear is expected.

2. Although the Private Roadway shall be kept and maintained in good condition, with ordinary wear and tear expected, all expenditures made for the upkeep, maintenance, repair and resurfacing of the road shall be agreed to in writing by the Parties before such expenditures are contracted for or made, unless an emergency situation requires otherwise.

3. None of the owners of the tracts of land (any of the Parties), their guests, employees, agents or invitees shall block the Private Roadway in such a way that prevents easy ingress and egress along the Private Roadway. The parking of vehicles by an owner of one the tracts of land (any of the Parties), their guests, employees, agents or invitees, along the Private Roadway shall be temporary only and there shall be no permanent parking of vehicles along the Private Roadway.

4. The terms "upkeep", "maintenance" and "repair" shall include, but not be limited to, filling potholes in the Private Roadway, keeping the Private Roadway free and clear of obstructions and limbs, trimming brush and trees along the Private Roadway, matching and adding content in spots to the Private Roadway, adding stone and crushed gravel to the shoulders of the Private Roadway and maintaining the supports to the Private Roadway. If any of the Parties (any individual tract owner) defaults in the performance of the requirements of this Agreement, or fails to contribute his or her share of the cost, for the upkeep, maintenance, repair and resurfacing of the Private Roadway, then that individual owner shall be responsible for all costs of collection incurred by the remaining Parties, including reasonable attorney fees and court costs. None of the Parties shall fail to perform his or her obligations under this Agreement because of non-use of the Private Roadway and each of the Parties, their heirs, successors and assigns

(including but not limited to, future purchasers of the individual tracts) shall remain responsible for all the terms and conditions of this Agreement.

5. Each individual tract owner shall be responsible for the installation of utilities from the point where they have been made available by Stevens which is located on the Private Roadway. Each individual tract owner shall further be responsible for the maintenance of any and all utilities from Pettus Road to each individual tract and/or the improvements located thereon.

6. The Parties shall meet once a year and elect one individual to serve as Manager, whose duties shall be to contact the Parties for an annual meeting to determine when the Private Roadway needs maintenance, repair or resurfacing. The Manager shall make available to the parties the cost of any maintenance, repair or resurfacing and the Parties will vote as to whether or not such maintenance, repair or resurfacing is needed and which company should be selected to perform the work. In the event of an emergency, the Manager shall have the right to call a meeting to discuss possible emergency repairs. A majority vote will govern all decisions as to whether or not maintenance, repair or resurfacing should be performed.

7. The covenants and requirements set forth in this Agreement shall run with the land and shall be binding upon the Parties, their heirs, successors and assigns, including but not limited to, any future purchasers of the individual tracts.

8. This Agreement may not be amended except by writing, signed by the owners of the 18 tracts of land herein described at such time. This Agreement contains the entire agreement between the Parties and shall be interpreted and construed according to the laws of the State of Tennessee.

9. Stevens has remained the owner of Tracts 7, 8, 9, 10 and 11, and has the right to combine any or all of those tracts so as to reduce the total number of tracts from eighteen to as few as fourteen tracts. In the event the tracts are combined so that the total project has less than eighteen tracts, it is understood by the Parties that the expenditures incurred to maintain, repair and resurface the Private Roadway, as described in this Agreement, shall be borne by the number of the overall tracts that are a part of this project. An example would be, if there are fifteen tracts, then each tract owner would be responsible for one-fifteenth (1/15) of the cost to upkeep, maintain, repair and resurface the Private Roadway. In the event Tracts 7, 8, 9, 10 and 11 are combined into fewer than five tracts, the Parties shall be notified in writing by Stevens, which notice shall inform the Parties of the total number of Tracts and resulting percentage of obligation of each tract owner for the upkeep, maintenance, repair and resurfacing of the Private Roadway.

10. This Agreement is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF the parties to this Agreement have executed on the dates set forth below.

Kasso Sierramince Rep Sierramine 11-8-94
Owner of Tract 1 Date

Jesse J. Smith Lora E Smith 11/2/94
Owner of Tract 2 Date

James F. Stevens 11/2/94
Owner of Tract 3 Date

11/2/94
Owner of Tract 4 Date

11/2/94
Owner of Tract 5 Date

Houston Hill Donald Clemmons 11/1/94
Owner of Tract 6 Date

James P. Stevens, Trustee 11/4/94
Owner of Tract 7 Date

James P. Stevens, Trustee 11/4/94
Owner of Tract 8 Date

James P. Stevens, Trustee 11/4/94
Owner of Tract 9 Date

James P. Stevens, Trustee 11/4/94
Owner of Tract 10 Date

James P. Stevens, Trustee 11/4/94
Owner of Tract 11 Date

11-2-94
Constance Wisenbaker PRES. Orchard Farms, Incorporated
Owner of Tract 12 Date

Britt Wisenbaker as Pres. Orchard Royal Crop Inc. 11/2/94
Owner of Tract 13 Date

Houston Hill Donald Clemmons 11/1/94
Owner of Tract 14 Date

Jolley Allen Ball Ellen Berkley Bunch 11/1/94
Owner of Tract 15 Date

Glenn M. Nabors Kaye J. Nabors 11/2/94
Owner of Tract 16 Date

Houston Hill Donald Clemmons 11/1/94
Owner of Tract 17 Date

Ed Hill 11/1/94
Owner of Tract 18 Date

3319 11/11 0101 03CHECK 179.05

EXHIBIT "A"

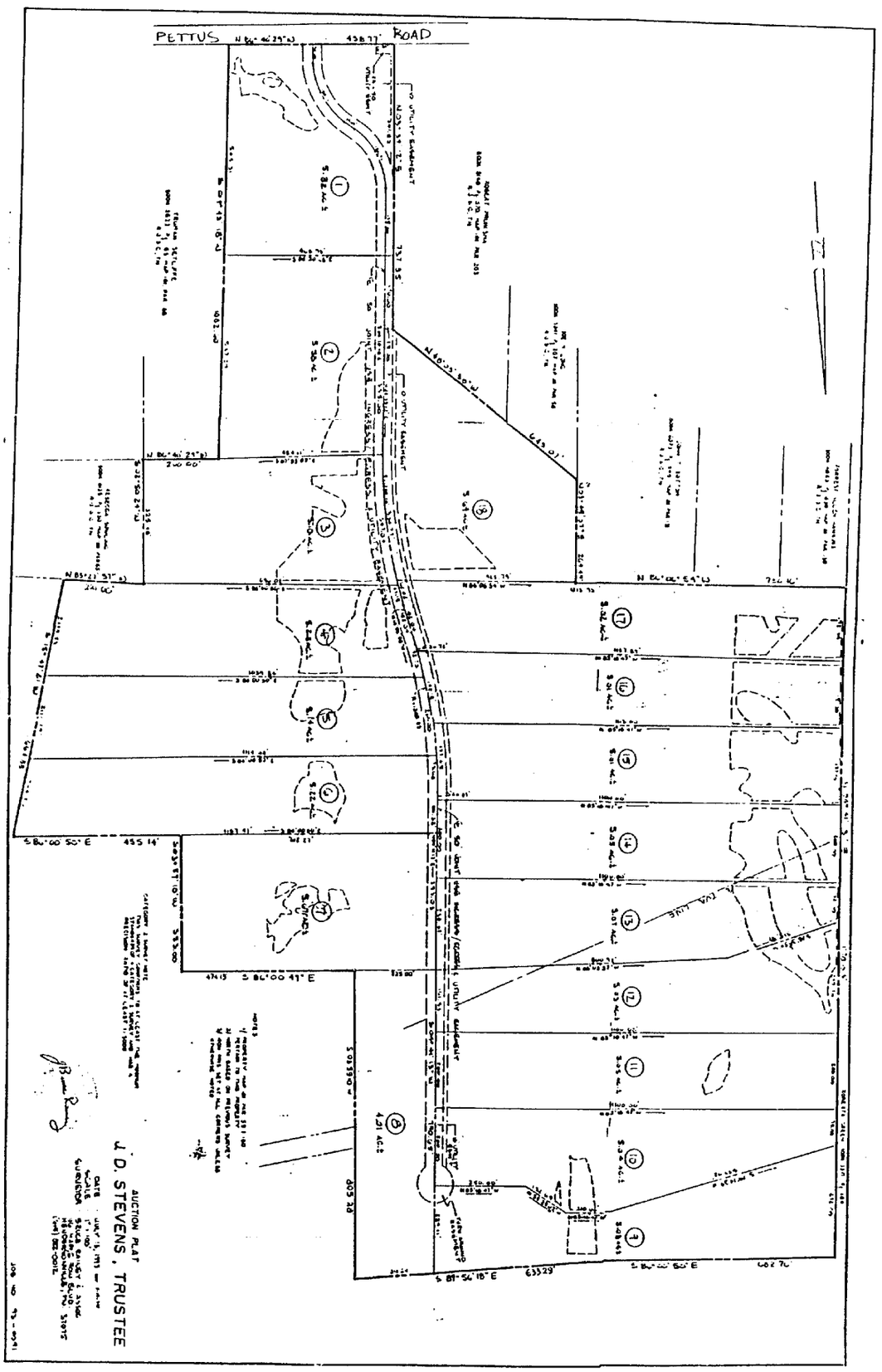


EXHIBIT "B"

BOOK 9518 PG 745

INGRESS/EGRESS EASEMENT

Land in Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor, #823 dated July 13, 1993 and known as Job no: 930091 and being a 50 foot ingress/egress and public utility easement which lies 25 feet each side of the centerline of which is more particularly described as follows:

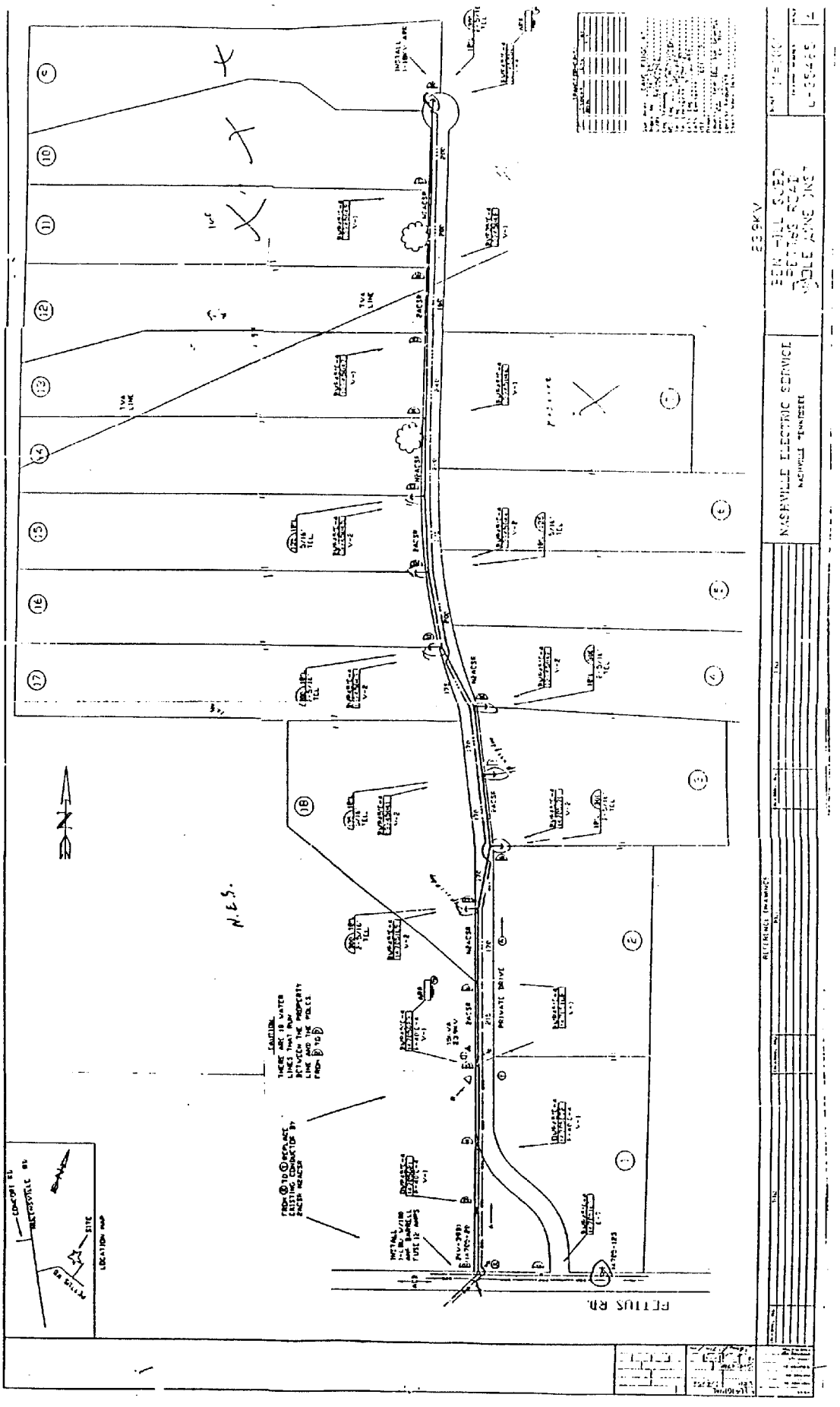
Beginning at a point on the northerly margin of Pettus Road, said point of beginning being 299.38 feet easterly from the Southeast corner of the Robert Pruiksma property of record in Book 8148, page 870, R.O.D.C., TN.; thence leaving the margin of Pettus Road and with the centerline of said 50 foot ingress/egress and public utility easement the following calls: North 03 degrees 19 minutes 31 seconds East 50.00 feet to a point; thence with a curve to the left having a radius of 177.37 feet and a long chord of 174.22 feet, said chord having a bearing of North 26 degrees 05 minutes 19 seconds West a distance along the curve of 182.11 feet to point; thence North 55 degrees 30 minutes 08 seconds West 37.04 feet to a point; thence with a curve to the right having a radius of 176.19 feet and a long chord of 173.94 feet, said chord having a bearing of North 25 degrees 55 minutes 28 seconds West a distance along the curve of 181.91 feet to a point; thence North 03 degrees 39 minutes 12 seconds East 700.00 feet to a point; thence with a curve to the left having a radius of 1,280.46 feet and a long chord of 395.21 feet, said chord having a bearing of North 05 degrees 13 minutes 26 seconds West a distance along the curve of 396.79 feet to a point; thence North 14 degrees 06 minutes 06 seconds West 102.04 feet to a point; thence with a curve to the right having a radius of 1208.85 feet and a long chord of 394.64 feet, said chord having a bearing of North 04 degrees 42 minutes 26 seconds West a distance along the curve of 396.41 feet to a point; thence North 04 degrees 41 minutes 13 seconds East 1020.89 feet to the centerpoint terminus of said easement. From said terminus there is provided a 100 foot radius turn around easement, the radius point of which is the terminus point of the above described centerline.

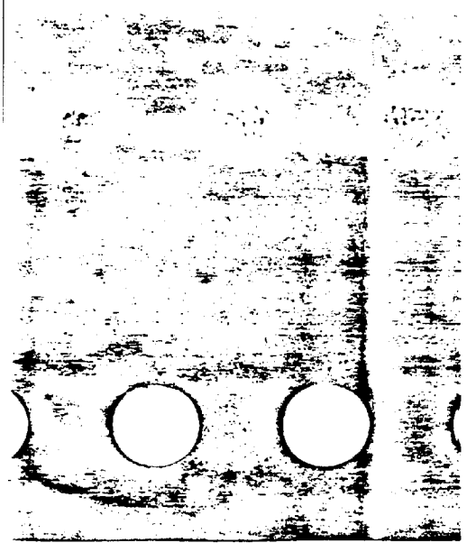
In addition to the above described 50 foot joint use ingress/egress and utility easement there is an additional 10 foot public utility easement on the West side of the above described 50 foot easement, said 10 foot utility easement commences on the South side of Tract no. 18 and continues along the West side of the above described 50 foot easement Northwardly to the terminus of said 50 foot easement.

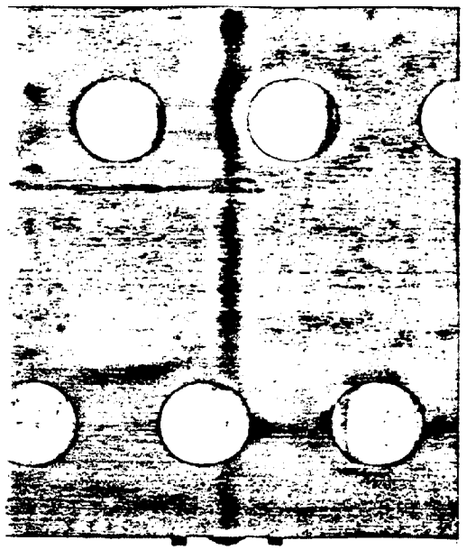
94 NOV 11 AM 11:12
FELIA ... REGISTER
DAVIDSON COUNTY, TN.

08309
IDENTIFICATION REFERENCE

EXHIBIT "C"


FELTUS RD.
PRIVATE DRIVE
N.E.S.
LOCATION MAP
NASHVILLE ELECTRIC SERVICE





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

RECEIVED OF _____

FOR _____

BOOK 9518 PG 747

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 25500.00
				MAMT 19125.00
				CON TX 94.35
				MOR TX 19.70
				PRFEE 1.00
				WDEED 64.00
				TOTAL 179.05
				CHECK 179.05
			11/11/94 01	12:10 0001 3319

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08309
IDENTIF. ↑ REFERENCE

94 NOV 11 AM 11:22
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 853407