WII.SWD.R2.THR

ORIGINAL

This instrument was prepared by
Michael E. Spitzer, Attorney at Law
102 North Court Street, P. O. Box 789
Hohenwald, Tennessee 38462

BOOK 10619 PG 729

Preparer is not closing agent pursuant to Section 6045 of Internal Revenue Code as amended by the Tax Reform Act of 1986.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby expressly acknowledged, JRS, LLC has this day bargained and sold, and by these presents does hereby bargain, sell, transfer and convey unto WILLAMETTE INDUSTRIES, INC., an Oregon corporation, its successors and assigns, all of grantor's right, title and interest in and to the lands, foundations, sewer and utility lines, but specifically excluding all concrete or asphalt surfaces and buildings and improvements erected thereon, which are specifically retained by the grantor, said surface and subsurface estate being situated in Davidson County, Tennessee, and more particularly described as follows:

(SEE EXHIBIT A ATTACHED HERETO)

Being Tract 1 of the property conveyed to JRS, LLC by deed of Madison Industrial Properties, of record in Deed Book 9645 at page 56, RODCT.

This is the same description as in the previous deed of record in Deed Book 9645 at page 56, RODCT.

It is the grantor's intent to sever and convey to the grantee, and grantee accepts with its signature hereinbelow, only the land described above, including the utility and sewer easements and railroad spur line, but excluding from this conveyance the buildings, fencing and other improvements affixed to but above ground and located on the property, which said improvements are retained by the grantor.

Grantor also grants to grantee a non-exclusive right to the use of a sanitary sewer and/or storm drainage, more particularly described according to an Agreement for Easement for Sanitary Sewer and/or Storm Drainage, of record in Book 9537 at page 102, RODCT, and corrected in instrument of record in Book 9645 at page 49, RODCT, and more specifically described as follows:

(SEE EXHIBIT B ATTACHED HERETO)

Grantor reserves unto itself, its successor and assigns, the right to use the above described sewer easement.

This conveyance is subject to a lien to Willamette Industries, Inc., secured by Deed of Trust in the amount of $2,125,000.00, dated April 13, 1995, and of record in Book 9645 at page 63, RODCT, and a second lien to Willamette Industries, Inc., secured by Deed of Trust in the amount of $650,000.00, dated April 15, 1996, and of record in Book 10061 at page 47, RODCT.

This property is known as Tax Map 034-10-0, Parcel 124.00.

TO HAVE AND TO HOLD the said tract or parcel of land, excluding the above ground improvements, with the appurtenances, estate, title and interest thereto belonging, unto the said Willamette Industries, Inc., its successor and assigns, in fee simple forever.

IT DOES COVENANT with the said Willamette Industries, Inc., its successors and assigns, that it is lawfully seized and possessed of the realty in fee simple; that the same is unencumbered, except as set forth above, and it has a good and perfect right to convey the same.

IT DOES FURTHER COVENANT and bind itself, its legal and personal representatives, to forever warrant and defend the title to the above-described property unto the said Willamette Industries, Inc., its successors and assigns, against the lawful claims of all persons whomsoever.

Witness, this the 18th day of August, 1997.

BOOK 10619 PG 730

JRS, LLC

BY: [signature]
Treasurer (Title)
Executed pursuant to Consent Resolution attached hereto

STATE OF Kentucky

COUNTY OF Jefferson

Personally appeared before me, Wanda L. Caudill (Notary Public), a Notary Public in and for the state and county aforesaid, James Lalumondiere, 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 Treasurer of JRS, LLC, and being authorized so to do, executed the foregoing and within instrument for the purposes therein contained by signing the name of the company by himself as such official.

Witness my hand and official seal at Louisville (City), Kentucky (State), on this the 18th day of August, 1997.

Wanda L Caudill
NOTARY PUBLIC

My commission expires February 10, 2000.

****

WANDA G. CAUDILL NOTARY PUBLIC

BOOK 10619 PG 731

I or we hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $540,000.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Marvin D. Cozzi
AFFIANT

Subscribed and sworn to before me on this 2nd day of September, 1997.

Jane L. Muncey
NOTARY PUBLIC \ REGISTER

My commission expires ~~Commission Expires 1-21-2002~~.

****

PERSON(S) OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:

Willamette Industries, Inc.
1300 SW 5th Avenue, Suite 3800
Portland, OR 97201

NAME AND ADDRESS OF PROPERTY OWNER(S): Same as above



EXHIBIT A

BOOK 10619 PG 732

Being a parcel of land in Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of Myatt Drive and Edenwold Road and being more particularly described as follows:

BEGINNING at an iron pin in the southerly right-of-way line of Myatt Drive, said pin being approximately 300 feet west of the centerline of Edenwold Road;

THENCE, with said right-of-way line of Myatt Drive with a curve to the right, 248.48 feet to an iron pin, said curve having a radius of 1,387.40 feet, a central angle of 10° 15′ 42", a tangent distance of 124.57 feet and a chord of S 25° 59′ 56" E, 248.15 feet;

THENCE, continuing with said right-of-way line with a curve to the right, 37.70 feet to an iron pin in the westerly right-of-way line of Edenwold Road, said curve having a radius of 25.00 feet, a central angle of 86° 23′ 41", a tangent distance of 23.47 feet and a chord of S 22° 19′ 46" W, 34.23 feet;

THENCE, with said right-of-way line of Edenwold Road, with a curve to the left, 125.08 feet to an iron pin, said curve having a radius of 85.00 feet, a central angle of 84° 18′ 51", a tangent distance of 76.96 feet, and a chord of S 23° 22′ 11" W, 114.10 feet;

THENCE, continuing with said right-of-way line S 18° 47′ 15" E, 297.13 feet to an iron pin;

THENCE, continuing with said right-of-way with a curve to the right, 138.22 feet to an iron pin, said curve having a radius of 185.00 feet, a central angle of 42° 48′ 25", a tangent distance of 72.51 feet, and a chord of S 02° 36′ 57" W, 135.03 feet;

THENCE, continuing with said right-of-way line S 20° 08′ W, 75.00 feet to an iron pin;

THENCE, continuing with said right-of-way line S 30° 46′ W, 13.09 feet to an iron pin;

THENCE, leaving said right-of-way line with the northerly boundary of property conveyed to Armstrong Rubber Co., by deed of record in Book 4761, Page 518, R.O.D.C., N 53° 20′ 27" W, 472.86 feet to an iron pin;

THENCE, continuing with said boundary, N 24° 22′ 48" W, 411.50 feet to an iron pin;

THENCE, leaving said Armstrong's boundary at right angles, N 65° 37′ 12" E, 484.89 feet to an iron pin in the southerly right-of-way line of Myatt Drive, the point of beginning.

Containing 281,805 square feet or 6.47 acres, more or less.

BOOK 10619 PG 733

EXHIBIT B

(1)
00275536
Box 35

CORRECTED
AGREEMENT FOR EASEMENT
for
SANITARY SEWERS AND/OR STORM DRAINAGE BOOK 9645 PG 49

WHEREAS, ABG Properties, Inc. granted a Sanitary Sewer and/or Storm Drain Easement to Madison Industrial Properties, Inc. by instrument dated October 6, 1994 and recorded in Book 9537, at page 102, Register's Office for Davidson County, Tennessee (the "Previous Easement"); and

WHEREAS, the Previous Easement did not contain a precise legal description of the parcel burdened by the Previous Easement and the parties which to clarify their respective rights and burdens pursuant to the Previous Easement; and

WHEREAS, the parties wish to cancel the Previous Easement and enter into a new agreement to take its place, which new agreement shall be the full and complete agreement between the parties with respect to the Sanitary Sewer and/or Storm Drain Easement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Previous Easement is hereby cancelled and shall be of no further force and effect between the parties, their respective successors and/or assigns.

2. ABG Properties, Inc. hereby grants an easement to Madison Industrial Properties, Inc., as follows:

For and in consideration for the mutual benefits that will accrue by reason of the hereinafter described improvements, the

undersigned do hereby grant, bargain, sell, transfer and convey unto MADISON INDUSTRIAL PROPERTIES, INC., its successors and assigns forever, a permanent easement and/or right-of-way described as follows:

A 20 ft. easement as more particularly described on Exhibit "A" and as shown on the map attached hereto, as Exhibit "B".

In addition, during the period of the installation or construction of a sewer line in said easement area, MADISON INDUSTRIAL PROPERTIES, its successors and/or assigns, shall be granted a temporary 30 ft. construction easement south of and adjacent and contiguous to the south line of said 20 ft. easement.

This conveyance includes the right of Madison Industrial Properties, Inc., its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements within the limits of the aforedescribed easement or right-of-way.

To have and to hold said easement or right-of-way to Madison Industrial Properties, Inc., its successors and assigns forever. I/We do hereby covenant with said Madison Industrial Properties, Inc., that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said Madison Industrial Properties, Inc., that said portion or parcel of land as aforedescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in

BOOK 10619 PG 735

BOOK 9645 PG 51

the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Madison Industrial Properties, Inc. hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/we do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Madison Industrial Properties, Inc., during the construction of any of the aforesaid improvements.

MADISON INDUSTRIAL PROPERTIES, INC.

F L Cook

By: VICE PRESIDENT

ABG PROPERTIES, INC.

By:

State of ~~TENNESSEE~~ New York)
County of ~~DAVIDSON~~ Genesee) ss:

On this 20 day of MARCH, 1995, before me personally came FREDERIC C. COOK, to me known, who, being by me duly sworn, did depose and say that deponent resides at the Town of Clarence, that deponent is the VICE PRESIDENT of MADISON INDUSTRIAL PROPERTIES, INC., the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Notary Public

JANET M. NOVAKOWSKI GABEL
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires October 31 19 95

BOOK 10619 PG 736

BOOK 9645 PG 52

State of TENNESSEE)
County of DAVIDSON) ss:

On this 20 day of MARCH, 1995, before me personally came Arles B. Greene, to me known, who, being by me duly sworn, did depose and say that deponent resides at 301 SO. MAIN STREET, that deponent is the PRESIDENT of ABG PROPERTIES, INC., the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Sandra E. Cook
Notary Public

NOTARY PUBLIC DAVIDSON CO. TENN.

State of Tennessee)
County of Davidson) ss:

The actual consideration or value whichever is greater for this transfer is $0. Tax having been paid on Receipt No. 14278, instrument recorded in BK9537, Pg. 102, Register.

Ted C Cook

Subscribed to and sworn
before me this 20 TH day of
MARCH, 1995.

JANET M NOVAKOWSKI GABEL
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires October 31 19 95

0636 04/13 0101 03CHECK 28.00

BOOK 10619 PG 737

BOOK 9645 PG 53

Produced by: Janet N. Gabel
Lippes, Silverstein, Mathias & Wexler
28 Church Street
700 Guaranty Building
Buffalo, New York 14202

G:\STOR\JNG\MARKIV\TENN\EASEMENT

MAIL BACK

97 SEP 24 AM 10:54

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

035 1828

IDENTIF. & REFERENCE

BOOK 10619 PG 738

EXHIBIT A

BOOK 9645 PG 54

SURVEYOR'S DESCRIPTION

Being a twenty-foot wide Sanitary Sewer Easement in Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee located on the easterly side of Myatt Drive southeast of Spring Branch Road and crossing a portion of the property conveyed to A. B. G. Properties by deed of record in Book 8716, Page 681, R.O.D.C. the centerline of said easement being more particularly described as follows:

BEGINNING at a point in the easterly right-of-way line of Myatt Drive, said point being southeasterly 945 feet, more or less, from the centerline of Spring Branch Road, said point also being southeasterly 11.45 feet from the northwesterly corner of said A. B. G. Properties property;

THENCE, leaving said right-of-way line with a line 10 feet southerly from and parallel to the northerly line of said A. B. G. Properties property N 79° 35' 23" E, 458.62 feet to a point in the centerline of a 20 foot wide sanitary sewer easement as of record in Book 4224, Page 208, R.O.D.C. the terminus of the herein described easement.

51344

IDENTIF. & REFERENCE

95 APR 13 PM 2:41

FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

2159 09/24 0101 03CHECK 2047.00

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING O
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVE

BOOK 10619 PG 739

BOOK 9645 PG 55

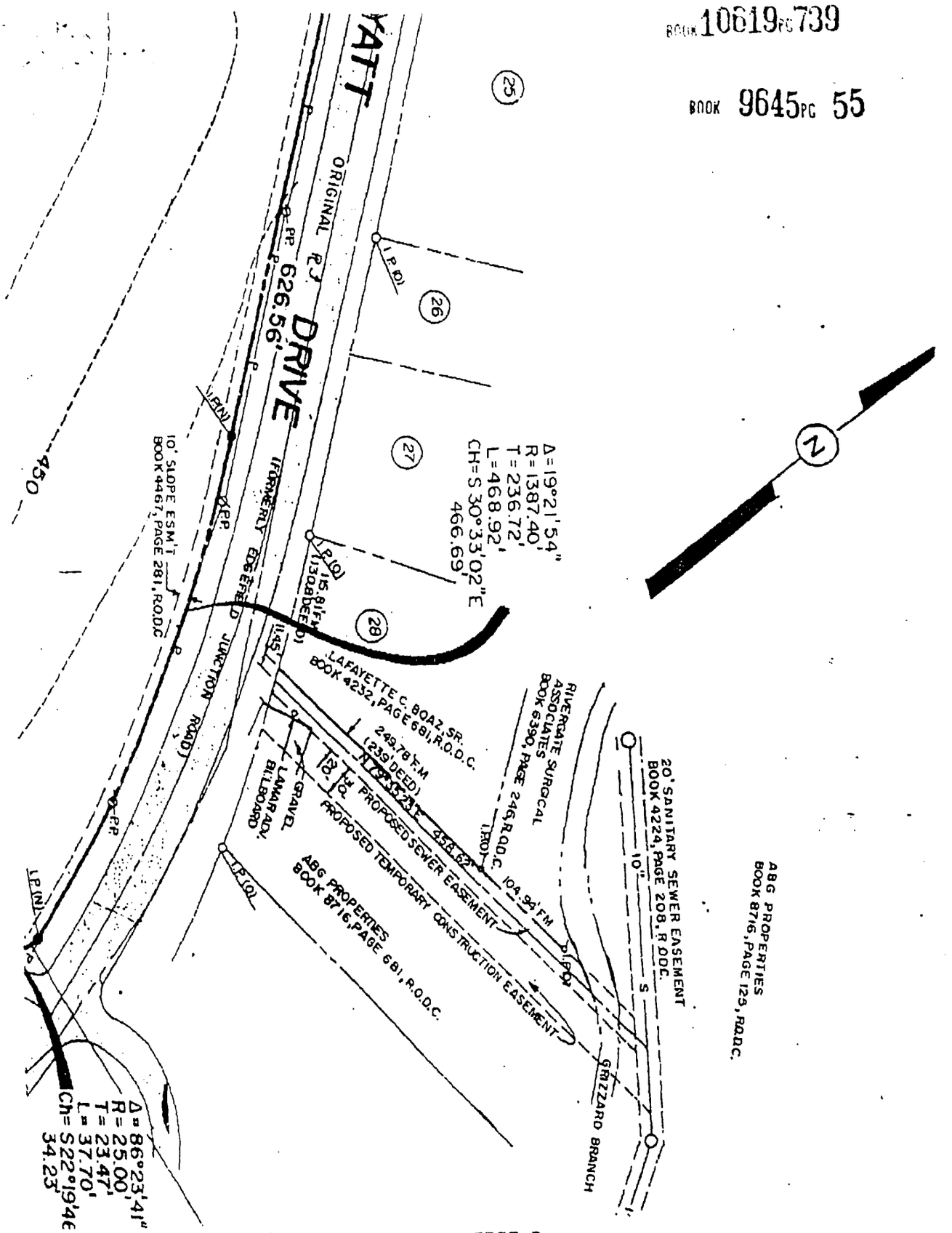


EXHIBIT B

JRSLLC.CR.CORP.7MR

CONSENT RESOLUTION

BOOK 10619 PG 740

We, the undersigned, being all of the members of the Board of Directors of JRS, LLC (hereinafter referred to as the "Company"), an active and currently operating Tennessee Limited Liability Company, do hereby unanimously consent, in writing, pursuant to the Articles of Organization of JRS, LLC, to the following action by resolution:

RESOLVED that the Board of Directors does hereby authorize the Company to sell a 6.47-acre tract of land on the Myatt Road in Nashville, Tennessee, at a cost of $540,000.00 to Willamette Industries, Inc., by Special Warranty. This tract being Tract 1 of that property conveyed to JRS, LLC by deed of Madison Industrial Properties, of record in Deed Book 9645 at page 56, RODCT.

RESOLVED that this conveyance will be for the land only, including subsurface improvements and rail spur line, and that the above ground improvements will be severed and retained by JRS, LLC.

RESOLVED FURTHER that James Laemmle shall be, and he hereby is, authorized, directed and empowered to execute any and all necessary, appropriate or desirable documents involved in the Company selling the aforesaid real estate, including but not limited to the limited warranty deed, closing statements, and to receive proceeds and to take such further action as James Laemmle may believe to be necessary, appropriate or desirable to complete the sale of the aforesaid real estate on behalf of the Company.

IN TESTIMONY WHEREOF, witness the signatures of all of the members of the Board of Directors of JRS, LLC on the ____ day of August, 1997.

TIMOTHY M. JANSON

MATTHEW JANSON

JAMES LAEMMLE

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

RECEIVED OF _____

FOR _____

BOOK 10619 PAGE 741

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
540000.00
CON TX 1998.00
PRFEE 1.00
WDEED 48.00
TOTAL 2047.00
CHECK 2047.00

09/24/97 01 10:55 0001 2159

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0351828
IDENTIF. # REFERENCE

97 SEP 24 AM 10:54

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1201552