OLD REPUBLIC

National Title Insurance Company
344 Fourth Avenue North
Nashville, Tennessee 37219-1611

STATE OF TENNESSEE }
COUNTY OF }
THE ACTUAL CONSIDERATION FOR THIS TRANSFER IS
$ None .

Cecil D Branstetter
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE
5th DAY OF July , 19[illegible]

Alice Faye Sutherland
NOTARY PUBLIC

My Commission expires: 3-27-2004

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

THIS INSTRUMENT PREPARED BY

BRANSTETTER, KILGORE, STRANCH & JENNINGS, 227 2nd Ave., N., 4th Floor,
NAME ADDRESS Nashville, TN 37201

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
YOUTH INCORPORATED	(same)	to be assigned -
(NAME) 312 Plaza Professional Bldg.	(NAME)	Part of
(ADDRESS) Madison, TN 37115	(ADDRESS)	142-15-94
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Quitclaim Deed PICK-UP

For and in Consideration of the sum of $1.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, I

CECIL D. BRANSTETTER

has bargained and sold, and by these presents does remise, release and QUITCLAIM unto

YOUTH INCORPORATED

all of his right, title and interest in a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

Commencing at a point situated in the margin of McPherson Drive, said point also being the northeast corner of Lot 28, Harpeth Valley Park, Section 1 of record in Plat Book 3600, page 93, Register's Office for Davidson County, Tennessee.

Thence, along a curve to the right, having a central angle of 13 deg. 37' 25", a radius of 525.00 feet, a tangent of 62.71, a length of 124.83 feet, and having a chord which bears S 15 deg. 47' 42" W, a distance of 124.54 feet;

Thence, N 67 deg. 24"00" W, a distance of 56.83 feet to the point of beginning of the herein described tract;

Thence, S 59 deg. 54'25" E, a distance of 203.92 feet to a point situated in the westerly margin of an access easement; (Con't as Exhibit A)

This is unimproved (XXX) improved ( ) property, known as

(House Number) (Street) (City) (State) (Zip)

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 5th day of July , 19XX 2000

Instr:200007110068431 Page: 1 OF 4
REC'D FOR REC 07/11/2000 9:01:08AM
RECORD FEE: $18.00
M. TAX: $0.00 T. TAX: $0.00

Cecil D Branstetter
CECIL D. BRANSTETTER

INDIVIDUAL ACKNOWLEDGMENTS:

STATE OF TENNESSEE }
County of Davidson }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Cecil D. Branstetter, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that __he__ executed the within instrument for the purposes therein contained.
Witness my hand and official seal at office this 5th day of July, ~~199x~~ 2000

My Commission expires:
3-27-2004

Notary Public

STATE OF TENNESSEE }
County of _____ }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that __he__ executed the within instrument for the purposes therein contained.
Witness my hand and official seal at office this _____ day of _____, 199__.

My Commission expires:

_____

Notary Public

STATE OF TENNESSEE }
County of _____ }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who acknowledged that __he__ executed the within instrument for the purposes therein contained.
Witness my hand and official seal at office this _____ day of _____, 199__.

My Commission expires:

_____

Notary Public

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT:

STATE OF TENNESSEE }
County of _____ }

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a corporation (or partnership), and that ____, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by _____self as such officer (or partner).
Witness my hand and official seal at office this _____ day of _____, 19____.

My Commission expires:

_____

Notary Public

Thence, along said easement, S 08 deg. 51'00" W, a distance of 320.72 feet to a point;

Thence, leaving said easement, N 81 deg. 22' 45"W,a distance of 604.95 feet to a point;

Thence, N 29 deg. 58'00" E, a distance of 395.14 feet to a point;

Thence, N 78 deg. 42'00" E, a distance of 165.62 feet to a point;

Thence, S 67 deg. 24'00"E, a distance of 120.50 feet to the point of beginning and containing 203,836.024 square feet of 4.679 acres of land, more or less.

Being a part of the same property conveyed to Cecil D. Branstetter by deed from Cumberland Heights Foundation of record in Book 7277, page 50, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Easement to TVA of 250 feet for electric power transmission line, of record in Book 2271, page 192, R.O.D.C.

2. Easement to Harpeth Valley Utilities District for sewer line and pumping station.

3. Access easement of 50 feet from McPherson Drive to the aforementioned Warner Park Estates Company property.

4. Easement for flow of Harpeth River.

5. Proceeds derived from concession sales, billboards and admissions shall be used in the maintenance and administration of the park facilities.

6. The property herein conveyed shall be used for outdoor hockey and other community recreational activities. Upon the abandonment of the property or the failure to use it for recreational or community purposes such real estate shall automatically revert to Cecil D. Branstetter, his heirs and/or assigns.

7. The property herein conveyed shall be known as Cecil D. Branstetter Recreational Area and an appropriate sign, to be agreed upon by the grantor, shall be placed at the entrance to this property or in connection with the Reece Smith Ball Park subject to the approval of grantee and Reece Smith, if required. The sign shall be maintained as long as the property is used for a ball park or for community recreational purposes.

8. The Grantee herein is aware of other transfers by this Grantor as well as Reece Smith Ball Park transfer. The Bellevue Exchange Club Foundation is the Grantee of other transfers by Grantor herein. The Grantee herein in subject to terms and conditions of prior Grantees and is mandatorily required to cooperate with prior Grantees as well as future Grantees from the Grantor herein. It is anticipated that additional facilities such as soccer may be built and that Grantor herein may make transfers to other organizations. In the event the Grantee herein and Grantees of prior transfers are unable to agree upon the respective duties and responsibilities of each, Grantor herein will be presented with the dispute and his decision shall be final and binding on the Grantees, and such provisions will govern future Grantees, if any. If any of the existing Grantees or future Grantees fail to abide by the final decision of the Grantor or his heirs, the property shall revert to Cecil D. Branstetter, his heirs and/or assigns.

Exhibit B