20-A

THIS INSTRUMENT PREPARED BY:
SCHULMAN, LeROY & BENNETT, P.C.
P.O. BOX 190676
NASHVILLE, TN 37219-0676

Davidson County DEEDWARR
Recvd: 09/19/02 16:08 2pgs
Fees:13.00 Taxes:1017.50
20020919-0114559

WARRANTY DEED

ADDRESS OF NEW OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL NO.
B & E Irrigation, LLC 2913 Armory Drive Nashville, TN 37204	Same	Map 119-9 Par. 289

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $275,000.00.

Affiant

Sworn and subscribed before me, this 19th day of Sept, 2002.

Notary Public

Commission Expires:
8/22/04

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, PUMPING PARTNERS, LLC, referred to as Grantor, has bargained and sold, and by these presents does transfer and convey unto B & E IRRIGATION, LLC, hereinafter referred to as Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Whitsett Park, Section 3, of record in Book 4595, page 116, amended by Book 4743, page 647, Register's Office for Davidson County, Tennessee.

Said Lot No. 3 fronts 134.00 feet on the southerly margin of Whitsett Lane and extends back 386.60 feet on the westerly line and 372.88 feet on the easterly line to a dead line in the rear measuring 134.59 feet thereon.

Being the same property conveyed to Pumping Partners, LLC by Quitclaim Deed from Gary Nichols and Patrick R. Inglese of record in Book 10772, page 422, said Register' s Office.

This is improved property known as 219 Whitsett Road, Nashville, Tennessee 37210.

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 it does covenant with the said Grantee that it is seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except for the following:

1. Real property taxes for the year 2002 which Grantor agrees to pay before such taxes become delinquent;

2. Matters shown on plan of record in Book 4595, page 116, Register's Office for Davidson County, Tennessee as amended in Book 4743, page 647, Register's Office for Davidson County, Tennessee;

3. Easement for right-of-way in Book 2241, page 148, Register's Office for Davidson County, Tennessee;

4. Twenty foot public utility and drainage easement along the rear property line;

5. A ten foot public utility and drainage easement along the easterly property line; and

6. All matters shown on a survey of the property made by Volunteer Surveying, 28 Foster Avenue, Nashville, Tennessee 37210, said survey being dated May 20, 2002, the same being Volunteer Surveying File No. 02125.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this 19 day of Sept., 2002.

PUMPING PARTNERS, LLC

By: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, of the State and County aforesaid, personally appeared _____, 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 authorized agent of Pumping Partners, LLC, the within named bargainor, and that he as such authorized agent, executed the foregoing instrument for the purpose therein contained by signing the name of Pumping Partners, LLC by himself as such authorized agent.

Witness my hand and seal at office in Nashville, Tennessee, this 19th day of September, 2002.

_____
Notary Public

My Commission Expires:
3-4-04

X:\Angus\Pumping Partners\Intercity\warrantydeed.wpd