RT (NDS)

Davidson County DEEDWARR
Recvd: 03/11/05 11:27 9 pgs
Fees:48.00 Taxes:9641.45
20050311-0027199

This instrument prepared by:

Noah K. Hansford
Stutzman, Bromberg, Esserman & Plifka
A Professional Corporation
2323 Bryan Street, Suite 2200
Dallas, Texas 75201

GENERAL WARRANTY DEED

THE STATE OF TENNESSEE)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON)

THAT FRITO-LAY, INC., a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto ROLLING FRITO-LAY SALES, LP, a Delaware limited partnership ("Grantee"), whose mailing address is c/o Frito-Lay, Inc., 7701 Legacy Drive, MD 4A-237 (Real Estate), Plano, Texas 75024-4099, that certain tract of real property situated in Davidson County, Tennessee, more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes, together with all improvements thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way; subject to those restrictions and encumbrances listed on Exhibit B, attached hereto and incorporated herein for all purposes, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the property (collectively, the "Permitted Exceptions").

BEING the same property described in and conveyed to the Grantor herein by the Deed of record as Instrument No. 200008250084237, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto and in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the above described property, subject to the Permitted Exceptions, unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Notwithstanding any contrary provision contained in this instrument, the liability of Grantor for any and all warranties and covenants of Grantor, whether express or implied and whether arising pursuant to the express terms of this instrument or any law (whether common or statutory), rule or regulation of the State in which the property is located, shall be strictly limited to the amount of insurance proceeds, if any, awarded or otherwise available for the benefit of Grantor with respect to a breach of warranty or covenant under the coverage of any Owner Policy of Title Insurance held for the benefit of Grantor with regard to the property. The rights of Grantee and its successors and assigns to proceed against and recover from Grantor's predecessors-in-title with respect to the above described property or other third party shall not be cut off, impaired or limited by the limitation of Grantor's liability set forth above.

Grantee assumes responsibility for the payment of ad valorem taxes on the above described property for the 2004 calendar year.

EXECUTED effective as of (but not necessarily on) the 4th day of October, 2004.

GRANTOR:

FRITO-LAY, INC.,
a Delaware corporation

By: _____
Name: Clint B. Bixler
Title: Manager, Real Estate Operations

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Clint B. Bixler, as Manager, Real Estate Operations of Frito-Lay, Inc., a Delaware corporation, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same and has been fully authorized to do so.

GIVEN under my hand and seal of office, this 4th day of October, 2004.

GINA FINCHER
Notary Public, State of Texas
My Commission Expires
September 20, 2007

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

I hereby swear of affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $2,605,800.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 4th day of October, 2004.

My commission expires:
9/20/07

Notary Public

GINA FINCHER
Notary Public, State of Texas
My Commission Expires
September 20, 2007

The Owner of the Property and the Party Responsible for the Taxes:

Rolling Frito-Lay Sales, LP
P.O. Box 660634
Dallas, Texas 75266-0634
Attn: Real Estate, 4A-237

EXHIBIT A

LEGAL DESCRIPTION

The following tracts are described according to a survey dated August 5, 2000, prepared by David A. Johnson, Registered Land Surveyor Tennessee No. 1352, Ragan Smith Associates, 315 Woodland Street, Nashville, TN 37206:

PARCEL NO. 1:

A tract of land in the 15th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being the property of J. D. Brown and J. E. Nichols, as of record in Deed Book 5557, Page 304 and the Deed of Correction in Book 5569, Page 735, Register's Office for Davidson County, (R.O.D.C.), Tennessee and being more particularly described as follows:

COMMENCING at an existing concrete monument the common property corner of Riverhills Industrial Park, Section 21, Lot 1, as of record in Plat Book 5210, Page 264, (R.O.D.C.), Tennessee and Clover Nook, Lot 56, as of record in Plat Book 2900, Page 52 (R.O.D.C.), Tennessee. Said existing concrete monument is North 07° 15' 05" East, 118.89 feet from the POINT OF BEGINNING and proceeding as follows:

1. From the POINT OF BEGINNING and with the common property line of Clover Nook, Lot 56, South 07' 15' 05" West, 214.62 feet to an existing iron rod at the westerly terminus of Hickorydale Drive (a 50.00-foot wide right-of-way); thence,

2. With the westerly terminus of Hickorydale Drive (a 50.00-foot wide right-of-way), South 07° 28' 45" West, 50.11 feet to an existing concrete monument at the Northwest corner of Clover Nook, Lot 55; thence,

3. Leaving said terminus and with the common property line of Clover Nook, Lot 55, and Reserve Parcel B, South 07° 31' 21" West, 633.76 feet to an existing concrete monument in the westerly terminus of Tulip Hill Drive (a 50.00-foot wide right-of-way); thence,

4. With the westerly terminus of Tulip Hill Drive (a 50.00-foot wide right-of-way); and Clover Nook, Lot 39, South 07° 42' 34" West, 375.43 feet to an iron rod new; thence,

5. Leaving the westerly property line of Clover Nook, Lot 39, with a new line severing the property of J. D. Brown and J.E. Nichols, as of record in Deed Book 5557, Page 304, and the Deed of Correction in Book 5569, Page 735, R.O.D.C., Tennessee, South 85° 27' 32" West, 33.70 feet to an iron rod new; thence,

6. North 54° 07' 50" West, 23.76 feet to an iron rod new; thence,

7. North 41° 47' 38" West, 37.73 feet to an iron rod new; thence,

8. North 25° 39' 04" West, 40.05 feet toan iron rod new; thence,

9. North 57° 32' 36" West, 21.70 feet toan iron rod new; thence,

10. North 10° 03' 41" East, 40.40 feet to an iron rod new; thence,

11. North 38° 36' 33" West, 54.92 feet toan iron rod new; thence,

12. North 65° 36° 09" West, 100.67 feet to an iron rod new; thence,

13. North 66° 58' 18" West, 23.43 feet to an iron rod new, in the East line of Jack D. Brown and James E. Nichols Property, of record in Deed Book 6345, Page 394, R.O.D.C., Tennessee; thence,

14. With Jack D. Brown and James E. Nichols, North 07° 06' 56" East, 270.79 feet to an iron rod new, said rod being the Southeast corner of Jack D. Brown and James E. Nichols Property, of record in Deed Book 8012, page 134, R.O.D.C.; thence,

15. With the line of Jack D. Brown and James E. Nichols, as of record in Deed Book 8012, Page 134, R.O.D.C., Tennessee, North 00° 42' 22" West, 857.84 feet to an iron rod new, said rod being a corner to the W. L. Hailey & Company, Inc. Property of record in Deed Book 5806, Page 532, R.O.D.C.; thence,

16. With W. L. Hailey & Company, Inc. North 00° 49' 01" East, 10.47 feet to an iron rod new, said rod being a corner the Reserve Parcel "A", of record in Plat Book 5210, Page 264, R.O.D.C.; thence,

17. With Reserve Parcel "A" and Anderson, Yates and Anderson, of record in Deed Book 6394, Page 503, R.O.D.C., North 86° 41' 36" East, 60.00 feet to an existing iron rod; thence,

18. South 02° 45' 37" East, 37.11 feet to an iron rod new; thence,

19. South 79° 02' 40" East, 320.93 feet to the point of beginning and containing 379,235 Square Feet or 8.706 Acres more or less.

PARCEL N0. 2:

A tract of land in the 15th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being the property of Jack D. Brown and James E. Nichols, as of record in Deed Book 8012, Page 134, Register's Office for Davidson County, (R.O.D.C.), Tennessee and being more particularly described as follows:

COMMENCING at an existing concrete monument on the easterly right-of-way line of Spence Lane, to (a 60.00-foot wide right-of-way), in the westerly property line of W. L. Hailey & Company, Inc., as of record in Deed Book 5806, Page 532, (R.O.D.C.), Tennessee. Said existing

concrete monument is North 04° 32' 57" East, 25.44 feet from the POINT OF BEGINNING, an existing iron rod and proceeding as follows:

1. From the POINT OF BEGINNING and with the common property line of W. L. Hailey & Company, Inc., North 80° 42' 44" East, 697.38 feet to an existing iron rod; thence,

2. North 87° 33' 33" East, 149.52 feet to an iron rod in the line of J. D. Brown and J. E. Nichols, as of record in Deed Book 5557, Page 304, R.O.D.C., Tennessee; thence,

3. Leaving W. L. Hailey & Company, Inc., property and with the line of J. D. Brown and J. E. Nichols, as of record in Deed Book 5557, Page 304, R.O.D.C., Tennessee, South 00' 42' 22" West, 857.84 feet to an iron rod new in the line of Jack D. Brown and James E. Nichols, as of record in Deed Book 6345, Page 394, R.O.D.C., Tennessee; thence,

4. With the line of Jack D. Brown and James E. Nichols, as of record in Deed Book 6345, Page 394, R.O.D.C., Tennessee and this tract, South 64° 30' 48" West, 176.60 feet to an existing iron rod in the line of Thomas W. Beasley, of record in Deed Book 10552, Page 265, R.O.D.C., Tennessee; thence,

5. With the common property line of Thomas W. Beasley, of record in Deed Book 10552, page 265, R.O.D.C., Tennessee, North 43° 26' 45" West, 380.26 feet to an existing iron rod; thence,

6. North 28° 08' 55" West, 229.17 feet to an existing iron rod; thence,

7. North 33' 19' 13', West, 209.63 feet to an existing iron rod; thence,

8. In a northwesterly direction and with a 200.00-foot radius curve to the left for an arc distance of 216.22 feet and a chord bearing and distance of North 64° 16' 43" West, 205.84 feet to an existing iron rod on the easterly right-of-way line of Spence Lane; thence,

9. With said right-of-way line and in a northeasterly direction and with a 823.35-foot radius curve to the right for an arc distance of 72.27 feet and a chord bearing and distance of North 02° 02' 38" East, 72.24 feet to the point of beginning, and containing 453,777 Square Feet or 10.417 Acres more or less.

PARCEL NO. 3:

A tract of land in the 15th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being part of the same real property conveyed to Jack D. Brown and James E. Nichols, as of record in Deed Book 6345, Page 394, Register's Office for Davidson County, (R.O.D.C.), Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod, said rod being the northwesterly corner of the subject tract and the southwesterly corner of the Jack D. Brown and James E. Nichols property, of record in Deed Book 8012, Page 134, R.O.D.C., Tennessee; thence,

1. From the POINT OF BEGINNING, with the Jack D. Brawn and James E. Nichols property, of record in Deed Book 8012, Page 134, R.O.D.C. North 64° 30' 48" East, 176.60 feet to an iron rod new in the line of J. D. Brown and J. E. Nichols, of record in Deed Book 5557, Page 304, R.O.D.C., Tennessee and Deed of Correction in Book 5569, Page 735, R.O.D.C.; thence,

2. With the line of J. D. Brown and J. E. Nichols, as of record in Deed Book 5557, Page 304, R.O.D.C., Tennessee and Deed of Correction in Book 5569, Page 735, R.O.D.C., Tennessee, South 07° 06' 56" West, 270.79 feet to an iron rod new; thence,

3. Severing the property of Jack D. Brown and James E. Nichols, as of record in Deed Book 6345, Page 394, R.O.D.C., Tennessee, North 66° 39' 41" West, 58.46 feet to an iron rod new; thence,

4. North 04° 12' 40" East, 44.37 feet to an iron rod new; thence,

5. North 12° 55' 25" West, 36.73 feet to an iron rod new; thence,

6. North 36° 54' 52" West, 111.94 feet to the point of beginning and containing 21,149 square Feet or 0.486 Acres more or less.

Being the same property conveyed to Frito-Lay, Inc. by deed from Jack D. Brown and James E. Nichols of record in Instrument No. 200008250084237, Register's Office for Davidson County, Tennessee.

Parcel Identification Number: 094-00-0 178.00.

This is improved property, known as: 130 Spence Lane.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Agreement for dedication of easement for sanitary sewers and/or storm drainage of record in Book 6733, page 908, which voids, vacates and supersedes the easement of record in Book 6447, page 737, Register's Office of Davidson County, Tennessee, as shown on ALTA/ACSM Land Title Survey, dated August 5, 2000, last revised August 21, 2000, prepared by David A. Johnson (Tennessee No. 1352) of Ragan-Smith Associates. (Affects Parcel Nos. 1, 2, and 3).

2. Deed of record in Book 6345, Page 394, said Register's Office, refers to a 20-foot utility and drainage easement across it, and contains the following statement: "The above described real property is conveyed without any direct access to a public road." Note: Parcel No. 3 does not have access to a public right-of-way. (Affects Parcel Nos. 1, 2, and 3).

3. TVA Easement of record in Book 1291, page 115, said Register's Office, as shown on ALTA/ACSM Land Title Survey, dated August 5, 2000, last revised August 21, 2000, prepared by David A. Johnson (Tennessee No. 1352) of Ragan-Smith Associates. (Affects Parcel Nos. 1 and 2).

4. TVA Easement of record in Book 1163, page 167, said Register's Office, as shown on ALTA/ACSM Land Title Survey, dated August 5, 2000, last revised August 21, 2000, prepared by David A. Johnson (Tennessee No. 1352) of Ragan-Smith Associates. (Affects Parcel Nos. 1 and 2).

5. TVA Easement of record in Book 1174, page 42, said Register's Office, as shown on ALTA/ACSM Land Title Survey, dated August 5, 2000, last revised August 21, 2000, prepared by David A. Johnson (Tennessee No. 1352) of Ragan-Smith Associates. (Affects Parcel Nos. 1 and 2).

6. The following matters, including General Notes, as shown on ALTA/ACSM Land Title Survey dated August 5, 2000, last revised August 21, 2000, prepared by David A. Johnson (Tennessee No. 1352), of Ragan-Smith Associates:

   a. TVA Easement as shown on TVA drawing no. LW-2005, South Nashville-Green River Transmission Line (Affects Parcel Nos. 2 and 3).
   b. Encroachment of metal storage building located on the westerly line of Lot No. 55, Clovernook, of record in Plat Book 2900, page 52, said Register's Office (Affects Parcel No. 1 only).
   c. General Note No. 8 as set out on the above-referenced survey states that Parcel No. 3 has not been approved by the Metropolitan Planning Commission.

Return to: ND5
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204