

GRANT OF TRANSMISSION LINE EASEMENT CN-41

For and in Consideration of the sum of Fifty-seven & 70/100

Dollars (\$ 57.70),

cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned, J. W. Huff and wife, Jessie Huff,

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the United States of America, a permanent easement and right-of-way, for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and any necessary appurtenances; the right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way; all over, upon, across, and under the following described land, to-wit:

Situated in the 4th Civil District of Williamson County, Tennessee, containing 88-1/4 acres, more or less, being the tract of land conveyed to J. W. Huff by Phoenix Mutual Life Insurance Company by deed dated May 29, 1935, and recorded in Deed Book 67, page 291, of the Register's Office of said county, to which deed reference is here made for a particular description of said land.

The easement and right-of-way hereby granted covers a strip of land 150 feet in width across the above described lands, and is more particularly located and described as follows:

A strip of land for a transmission line right of way 150 feet wide, lying 75 feet on each side of the center line of the Columbia-South Nashville transmission line location, in the Fourth Civil District of Williamson County, Tennessee, as shown on a map filed in the Recorder's Office of Williamson County, through the land of J. W. Huff, the center line of the location through the land of J. W. Huff being more particularly described as follows:

Beginning at a point where the center line crosses a fence on the south line of J. W. Huff's land, which is the north line of J. W. Clark & wife's land, at survey station 570 / 70 on the center line of the transmission line location, said point being S. 82 deg. 01' E., 1161 feet from a point in the center line of a road, a corner of the lands of J. W. Huff, and J. W. Clark & wife; thence N. 31 deg. 19' E., 1590 feet to a point where the center line crosses a fence on the north line of J. W. Huff's land, which is the south line of A. J. Huff's land, at survey station 586 / 60, said point being N. 82 deg. 00' W., 793 feet from a corner of the lands of J. W. Huff, and A. J. Huff.

The above described strip of land is a continuous right of way 150 feet wide through said property between the above named south and north property lines and has a net length of 1590 feet along the center line.

To Have and to Hold the said easement and right-of-way to the United States of America, its successors and assigns, forever.
We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage incidental to the exercise of any of the rights above described, including any depreciation in the value of the land resulting from the granting of this easement; EXCEPT that the United States of America shall remain liable for any additional damage which may be caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the erection and maintenance of said lines.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this the 22nd day of October, 1940.

J. W. Huff

Jessie Huff

STATE OF TENNESSEE, COUNTY OF WILLIAMSON

On this 22nd day of October, 1940, before me personally appeared

J. W. Huff and Jessie Huff

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(SEAL) Witness my hand, at office, this 22nd day of October, 1940.

My commission expires: July 5, 1943.
I certify that I have qualified as a Notary Public in the aforesaid County as Notary Public provided in Chapter 193, Public Acts of 1935.

STATE OF _____, COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

Witness my hand, at office, this _____ day of _____, 19____

My commission expires: _____ Notary Public.

STATE OF _____, COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

Witness my hand, at office, this _____ day of _____, 19____

My commission expires: _____ Notary Public.

STATE OF _____, COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

Witness my hand, at office, this _____ day of _____, 19____

My commission expires: _____ Notary Public.

STATE OF _____, COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____

_____ to me personally known, who, being by me duly sworn did say that he is the _____ of _____ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and seal at office in _____, this _____ day of _____, 19____

My commission expires: _____ Notary Public.

STATE OF TENNESSEE, COUNTY OF WILLIAMSON

Received for record the 22 day of October, A.D. 1940, at 8:05 o'clock A.M.

Noted in Note Book _____, Page _____, and Recorded in Book of Deeds _____, Volume _____, Page _____

Witness my hand.
Fee Paid _____ Rachel M. Ewing County Register.

W 7
10

This indenture, made this 9th day of September, 1985, by and between JDN Enterprises, Inc., a Tennessee corporation, hereinafter called "Party of the First Part" and the City of Franklin, Tennessee, a municipal corporation, hereinafter called "Party of the Second Part."

WITNESSETH:

That for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Party of the First Part has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the Party of the Second Part, its successors and assigns, forever, the hereinafter described permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, replace, maintain, and repair underground sewerage lines and/or mains for the purpose of conveying sewerage over, across, through and under the lands hereinafter described, together with the right to excavate and re-fill ditches and/or trenches for the location of said sewerage lines and/or mains and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said sewerage lines and/or mains, said right-of-way being more particularly described as follows:

TRACT 1:

A 25 foot permanent sanitary sewer easement lying 15 feet north of and 10 feet south of a sanitary sewer to be constructed across a tract of land lying in the 9th Civil District of Williamson County, Tennessee, identified in Book 538, Page 229 R.O.W.C., and being the property of JDN Enterprises; the center line of the presently proposed sewer being more particularly described as follows:

Beginning at a point on the south property line of the JDN property, said point being 345 feet more or less west of the southeast corner of the JDN property, thence S 85° east 221 feet to a point, thence N 75° 45' E 134 feet to a point in the east property line of the JDN property, said point being approximately 62 feet north of JDN's southeast property corner.

A 20 foot temporary easement north of and adjacent to the aforescribed permanent easement, said temporary construction easement to be abandoned upon completion of construction.

TRACT 2:

A 25 foot permanent sanitary sewer easement lying 15 feet north of and 10 feet south of a sanitary sewer to be constructed across a tract of land lying in the 9th Civil District of Williamson County, Tennessee, identified in Book 538, Page 227 R.O.W.C., and being the property of JDN Enterprises, the centerline of the proposed sewer being more particularly described as follows:

Beginning at a point on the south property line of the JDN property, said point being 202 feet more or less east of JDN's southwest property corner, thence N 47° 52' 30" E 47 feet to a point, thence N 68° 52' E 186 feet to a point in JDN's north property line said point being approximately 345 feet west of JDN southeast property corner.

A 20 foot temporary easement north of and adjacent to the aforescribed permanent easement, said temporary construction easement to be abandoned upon completion of construction.

To have and to hold said easement and right-of-way unto the Party of the Second Part, its successors and assigns, forever. The Party of the First Part does hereby covenant with the Party of the Second Part that it is lawfully seized and possessed of the above described real estate, that it has a good and lawful right to convey it, or any part thereof, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

It is understood by the City of Franklin, Tennessee, that said portion or parcel of land, as aforescribed, is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all the aforesaid improvements, provided in the opinion of the Superintendent of Streets of the City of Franklin, Tennessee, said use or uses does not destroy, weaken or damage the above mentioned improvements or interfere with the operation and maintenance thereof.

The City of Franklin, Tennessee, does hereby agree by the acceptance of this instrument, that upon completion of construction it will restore the hereinabove described property to its original condition or as near thereto as is reasonably possible. The undersigned does not waive any claims for damages in any manner for the negligence of any agent, representative or contractor of the City of Franklin, Tennessee, during the construction of any of the aforesaid improvements.

It is specifically understood that the Party of the First Part is to pay the usual sewerage charges after the construction and completion of said sewerage line.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand the day and date first above written.

This Instrument Prepared By:

JDN Enterprises, Inc.
JDN Enterprises, Inc.

PETERSEN & BUERGER
306 Public Square
Franklin, Tennessee 37064
(615) 794-8850

Elizabeth Litterer, Vice-President
By: Elizabeth Litterer
Vice-President, JDN Enterprises, Inc.

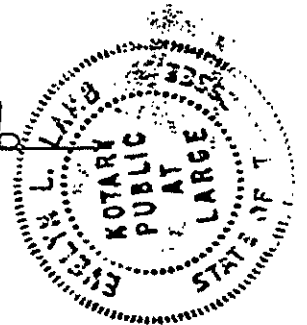
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, *Becky Lamb*, a Notary Public in and for the State and County aforesaid, personally appeared Elizabeth Litterer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Vice-president of the JDN Enterprises, the within named bargainor, a corporation, and that she as such Vice-president executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as Vice-president.

Witness my hand and official seal at office this 1st day of September 1985.

Becky Lamb
Notary Public



My Commission Expires:
EVELYN L. LAMB
Notary Public, Tenn at Large
Commission Expires 1-20-86

ATTEST:

[Signature]
Recorder

CITY OF FRANKLIN, TENNESSEE

[Signature]
Mayor

WILLIAMSON COUNTY — STATE OF TENNESSEE
Received for record the 12th day of Sept 19 85
9:05 o'clock A M Noted in Note Book 56 page 399
and Recorded in _____ Book No. 550 page 713 State : 22
Paid _____ Fee _____ Recording Fee 2.00 Total _____
Receipt No. 36469 Witness my hand

J.D. Bennett Register

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING
SUITE 1200, ONE COMMERCE PLACE
NASHVILLE, TENNESSEE 37239

VOL 552 PAGE 937

PERMANENT SANITARY SEWER EASEMENT AGREEMENT

This instrument and indenture, executed this 12th day of SEPTEMBER, 1985, by and between Paul A. Harper, Jr. and Lawrence H. Calhoun, tenants-in-common (hereinafter referred to collectively as "Grantor"), and JDN Enterprises, Inc., a Georgia corporation (hereinafter referred to as "Grantee"), bears witness to a grant of easement for the construction and maintenance of sewer line facilities this day given and entered into between the parties, the terms and conditions of which and the consideration for which are:

1. Grantor is the owner in fee simple absolute of the property more particularly described in Exhibit A attached hereto and incorporated by reference herein, which is hereinafter referred to as the "Servient Tenement".

2. Grantee is the owner in fee simple absolute of property adjacent to the Servient Tenement more particularly described in Exhibit B attached hereto and incorporated by reference herein, which is hereinafter referred to as the "Dominant Tenement".

3. Grantor, on behalf of its heirs, devisees, successors and assigns, hereby gives, grants and conveys unto Grantee, its successors and assigns, a perpetual easement appurtenant to and running with the Dominant Tenement on and across the Servient Tenement, said easement being more particularly described in Exhibit C attached hereto and incorporated by reference herein. Such grant of easement shall be for the purpose of construction and maintenance of underground pipes for use in a sanitary sewer system, carrying the flow of sewerage from the Dominant Tenement and connecting in with sewage lines now or hereafter running through or across the Servient Tenement.

4. Grantee, for itself, its successors and assigns, covenants with Grantor, its heirs, devisees, successors and assigns, that upon the conclusion of each construction and/or maintenance activity within the easement, it will restore the property within the easement to its original condition, or as near thereto as is reasonably practicable.

5. Grantee, for itself, its successors and assigns, covenants with Grantor, its heirs, devisees, successors and assigns, that Grantee will at all times keep and maintain, or cause to be kept and maintained, the said easement and the installations therein in a good state of maintenance and repair and will not permit dangerous or illegal or unhealthful conditions to exist therein, or noxious odors or gases to emanate therefrom, or otherwise permit any continuing situation to exist with respect thereto which will damage or prevent or limit the use of the Servient Tenement (other than by the existence of the easement itself).

6. Grantor, for and on behalf of itself, its heirs, devisees, successors and assigns, covenants with Grantee, its successors and assigns, that Grantor will not construct any permanent building or other improvement upon the easement herein granted or in any other way inhibit the use thereof.

7. The Grantee, as the owner of the Dominant Tenement, and its agents and contractors, as well as its successors and assigns, shall have a right of ingress and egress over the Servient Tenement for the purpose of construction and maintenance of the easement as contemplated herein, but such right must be so exercised at all times as not to unreasonably interfere with the use of the Servient Tenement.

8. All provisions of this instrument, including the benefits and the burdens, run with the land and are binding upon and inure to the heirs, devisees, successors and assigns of the parties hereto.

9. For the purpose of this Agreement all terms shall be construed, whenever the context of this Agreement so requires, so that

the singular shall be construed as the plural and so that the masculine, feminine and neuter shall be construed interchangeably as circumstances require.

10. This easement is granted in consideration of the payment to Grantor by Grantee of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and date first above written.

Paul A. Harper, Jr.
Lawrence H. Calhoun

"GRANTOR"

JDN ENTERPRISES, INC.

BY: Elizabeth G. Litterer
ITS: Vice President

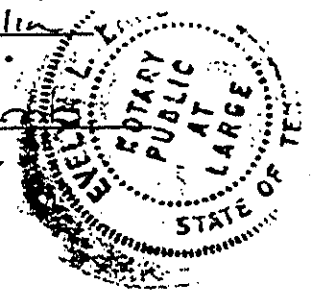
"GRANTEE"

STATE OF Tennessee
COUNTY OF Williamson

Before me, Betsy Lamb, a Notary Public in and for the County and State aforesaid, personally appeared Elizabeth Litterer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be Vice-President of JDN ENTERPRISES, INC., the within named bargainer, a corporation, and that she as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice-President.

Witness my hand and seal, at office in Franklin Tennessee this the 20th day of September, 1985.

Betsy Lamb
NOTARY PUBLIC



My Commission Expires: EVELYN L. LAMB
Notary Public, Tenn. at Large
Commission Expires 1-20-86

STATE OF Alabama)
COUNTY OF Lee)

VOL 552 PAGE 940

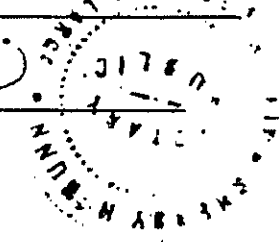
Personally appeared before me, Sherif H. Bum, a Notary Public in and for said County and State, the within named PAUL A. HARPER, JR., the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Alabama, Witness my hand and seal, at office in Auburn, this the 12th day of September, 1985.

Sherif H. Bum
NOTARY PUBLIC

MY COMMISSION EXPIRES DECEMBER 1, 1985

My Commission Expires: _____



STATE OF Alabama)
COUNTY OF Lee)

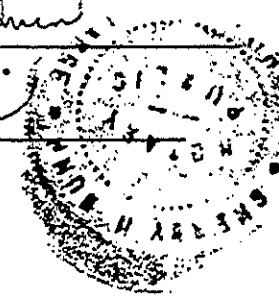
Personally appeared before me, Sherif H. Bum, a Notary Public in and for said County and State, the within named LAWRENCE H. CALHOUN, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Alabama, Witness my hand and seal, at office in Auburn, this the 12th day of September, 1985.

Sherif H. Bum
NOTARY PUBLIC

MY COMMISSION EXPIRES DECEMBER 1, 1985

My Commission Expires: 12-1-85



STATE OF TENNESSEE, WILLIAMSON COUNTY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ NONE, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale. Affiant: Robert Lamb for JDN Enterprises

Subscribed and sworn to before me this the 20th day of Sept. 19 85

[Signature]
Registrar



Being the same property conveyed to Paul A. Harper, Jr. and Lawrence H. Calhoun, by deed from JDN Enterprises, Inc., a Georgia corporation, of record in Book 533, page 39, Register's Office for Williamson County, and more particularly described as follows:

A tract of land in the Ninth Civil District of Williamson County, City of Franklin, Tennessee, and being more particularly described as follows:

Beginning at a point on the easterly right of way of proposed Relocated Carothers Road; said point being in the common line between Bill Dyer property (Tract No. 20) as of record in Deed Book 208, page 356, Register's Office for Williamson County, Tennessee, and Parcel III (Tract 19) of property conveyed to JDN Enterprises, Inc., by deed recorded in Book 471, page 102, said Register's Office.

To reach the point of beginning, start at the intersection of the southerly right of way line of Old State Route 96 and the present easterly right of way line of existing Carothers Road; thence with the easterly right of way line of existing Carothers Road go S. 2° 00' 00" W, 1513.09' to the common corner of Bill Dyer and JDN Enterprises, Inc.; thence, with the common line of Bill Dyer and JDN Enterprises, Inc., go S 88° 02' 36" E, 83.65' to the point of beginning; thence, with the easterly right of way line of proposed Relocated Carothers Road, with a curve to the left (radius 860.00'), northeasterly a distance of 195.86 feet to the end of said curve and having a chord bearing and distance of N. 34° 00' 14" E, 195.436; thence continuing with the easterly right of way line of proposed Relocated Carothers Road, N 40° 31' 42" E, 363.49 feet to an iron pin set on the present zone line between R-3 and B-3; thence, with said zone line S 88° 02' 16" E 747.00 feet to an iron pin set in the westerly line of Henry Cannon property as of record in Deed Book 208, page 342, said Register's Office; thence, with the westerly line of Cannon S 2° 16' 41" W 1017.59 feet to an existing corner post; thence, with the north line of Cannon as of record in Deed Book 157, page 409, said Register's Office, S 89° 54' 38" W 416.53 feet to an existing fence post at the southeasterly corner of Dorothy A. Dyer as of record in Deed Book 208, page 361, said Register's Office; thence with the easterly line of Dorothy A. Dyer and Bill Dyer N 2° 14' 05" E 732.50 feet to an existing iron pin at the northeasterly corner of Bill Dyer; thence with the north line of Bill Dyer N 88° 02' 16" W 342.39 feet to an existing iron pin; thence, continuing with Bill Dyer's line S 2° 01' 29" W 149.84 feet to an existing iron pin; thence, N 88° 02' 36" W 316.35 feet to the point of beginning and containing 602,772 square feet or 13.838 acres.

Being 2 tracts of land in the 9th Civil District of Williamson County, City of Franklin, Tennessee, described as follows:

TRACT A:

Being tracts 5 thru 19 on unrecorded plat by C. K. McLenore dated April, 1973, called "Division of the Felix Truett Farm".
Beginning at an existing iron pin at the intersection of the easterly right-of-way line of Carothers Road and the southerly right-of-way line of Old State Rt. 96 (Now known as Carothers Road) and being the northwesterly corner of the herein described TRACT NO. 1: thence,

1. With the southerly right-of-way line of Old St. Rt. #96 (Now Carothers Road) S 87° 45' 48" E 503.66 feet to an existing concrete highway monument at the intersection of the southerly right-of-way line of Old St. Rt. #96 (Now Carothers Road) and the new right-of-way of Carothers Road as shown on State of Tennessee plan of I-65 (Project No. I-65-2-(4)-62 right-of-way dated 1959); thence,
2. With the new right-of-way of Carothers Road N 40° 40' 11" E 298.91 feet to an iron pin set on the southerly right-of-way line of New State Route #96; thence,
3. With the southerly right-of-way line of New State Route #96 with a curve to the right (radius 2789.74 feet) southeasterly a distance of 507.30 feet to an iron pin set and having a chord bearing and distance of S 70° 21' 00" E 506.597 feet; thence,
4. With a line crossing Old State Route #96 S 6° 52' 59" W 87.22 feet to an iron pin set by an old corner post, corner of Henry R. Cannon as of record in Deed Book 208, page 342, R.O.W.C., TN.; thence,
5. With the westerly line of Cannon S 2° 16' 41" W 2070.84 feet to an existing corner post, corner of Cannon; thence,
6. With the north line of Cannon as of record in Deed Book 157, page 409, R.O.W.C., TN, S 89° 54' 38" W 416.53 feet to an existing steel fence post set by others, at the southeasterly corner of Dorothy A. Dyer property as of record in Book 208, page 361, R.O.W.C., TN.; thence,
7. With the easterly line of Dorothy A. Dyer, and also the easterly line of Bill Dyer as of record in Deed Book 208, page 356, R.O.W.C., TN, N 2° 14' 05" E 732.50 feet to an existing iron pin, the northeasterly corner of Bill Dyer; thence,
8. With the north line of Bill Dyer N 88° 03' 16" W 342.39 feet to an existing iron pin; thence,
9. With the westerly line of Bill Dyer S 2° 01' 29" W 149.84 feet to an existing iron pin; thence,
10. Continuing with the line of Bill Dyer N 88° 02' 36" W 400.00 feet to an iron pin set on the easterly right-of-way line of Carothers Road; thence,
11. With the easterly right-of-way line of Carothers Road; N 2° 00' 00" E 1513.09 feet to the point of beginning and containing 2045320 Square Feet or 46.954 Acres.

INCLUDED in the above description, but specifically EXCLUDED therefrom is property conveyed to Paul A. Harper, Jr. and Lawrence H. Calhoun, by deed from JDM Enterprises, Inc., a Georgia corporation, of record in Book 533, page 39, Register's Office for said County, described as follows:

A tract of land in the Ninth Civil District of Williamson County, City of Franklin, Tennessee, and being more particularly described as follows:

Beginning at a point on the easterly right of way of proposed Relocated Carothers Road; said point being in the common line between Bill Dyer property (Tract No. 20) as of record in Deed Book 208, page 356, Register's Office for Williamson County, Tennessee, and Parcel III (Tract 19) of property conveyed to JDN Enterprises, Inc., by deed recorded in Book 471, page 102, said Register's Office.

To reach the point of beginning, start at the intersection of the southerly right of way line of Old State Route 96 and the present easterly right of way line of existing Carothers Road; thence with the easterly right of way line of existing Carothers Road go S. 2° 00' 00" W, 1513.09' to the common corner of Bill Dyer and JDN Enterprises, Inc.; thence, with the common line of Bill Dyer and JDN Enterprises, Inc., go S 88° 02' 36" E, 83.65' to the point of beginning; thence, with the easterly right of way line of proposed Relocated Carothers Road, with a curve to the left (radius 860.00'), northeasterly a distance of 195.86 feet to the end of said curve and having a chord bearing and distance of N. 34° 00' 14" E, 195.436; thence continuing with the easterly right of way line of proposed Relocated Carothers Road, N 40° 31' 42" E, 363.49 feet to an iron pin set on the present zone line between R-3 and B-3; thence, with said zone line S 88° 02' 16" E 747.00 feet to an iron pin set in the westerly line of Henry Cannon property as of record in Deed Book 208, page 342, said Register's Office; thence, with the westerly line of Cannon S 2° 16' 41" W 1017.59 feet to an existing corner post; thence, with the north line of Cannon as of record in Deed Book 157, page 409, said Register's Office, S 89° 54' 38" W 416.53 feet to an existing fence post at the southeasterly corner of Dorothy A. Dyer as of record in Deed Book 208, page 361, said Register's Office; thence with the easterly line of Dorothy A. Dyer and Bill Dyer N 2° 14' 05" E 732.50 feet to an existing iron pin at the northeasterly corner of Bill Dyer; thence with the north line of Bill Dyer N 88° 02' 16" W 342.39 feet to an existing iron pin; thence, continuing with Bill Dyer's line S 2° 01' 29" W 149.84 feet to an existing iron pin; thence, N 88° 02' 36" W 316.35 feet to the point of beginning and containing 602,772 square feet or 13.838 acres.

Being the same property conveyed to JDN Enterprises, Inc., a Georgia corporation, by deeds from Wayne B. Glasgow, Jr., Trustee, of record in Book 471, page 96, Book 471, page 99, Book 471, page 102, Book 471, page 106, and by deed from Wayne B. Glasgow, Jr., Trustee, for Peter B. Glass, Trustee, of record in Book 471, page 111, Register's Office for Williamson County, Tennessee.

EASEMENT DESCRIPTION

Being a 25-foot wide Permanent Sanitary Sewer Easement on a tract of land in the Ninth Civil District, Williamson County, Tennessee and on the property now owned by Paul A. Harper, Jr. and Lawrence H. Calhoun as of record in Deed Book 533, page 39, R.O.W.C., Tennessee and being more particularly described as follows.

.Beginning at an iron pin at the northeasterly corner of the before noted Harper and Calhoun Property and being in the westerly line of Wild Duck Realty Partners Property (formerly Henry Cannon Property). Said point being $S 2^{\circ} 16' 41'' W$ 1053.25 feet from an iron pin on the southerly R.O.W. line of Old State Rt. #96 as measured along the common line of JDN Enterprises, Inc. and Wild Duck Realty Partners; thence,

1. With the common line between Harper and Calhoun, and Wild Duck Realty Partners, $S 2^{\circ} 16' 41'' W$ 515 feet, more or less, to the north edge of an existing Sanitary Sewer Easement as of record in Book 298, page 307, R.O.W.C., Tennessee; thence,

2. With the north edge of said easement, $N 73^{\circ} 30' W$ 25.2 feet, more or less; thence,

3. With a line parallel to and 25 feet west of the common line of Harper and Calhoun, and Wild Duck Realty Partners, $N 2^{\circ} 16' 41'' E$ 510 feet, more or less, to the south line of JDN Enterprises Property; thence,

4. With the south line of JDN Enterprises, $S 88^{\circ} 02' 16'' E$ 25 feet to the point of beginning.

Running with the above described Permanent 25-foot Sanitary Sewer Easement is a Temporary Construction Easement being 20 feet wide and lying parallel to and joining the westerly line of the above described permanent easement.

(See attached drawing)

JDN ENTERPRISES, INC.

Common R₂

S88°02'16"E 25'

N2°16'41"E 1053'
To South R.W. Old St. Rt. # 96

EXIST. LEON PIN
POINT OF BEGINNING
EASEMENT



PAUL A. HARPER JR. & LAWRENCE H. CALHOUN
DEED RECORDED BK. 533 PAGE 39 R.O.K.C. TN.

20' TEMPORARY CONSTRUCTION EASEMENT

N 2°16' 41" E 510'

25' FT. PERMANENT SANITARY SEWER EASEMENT

Old Wire Fence Along Common R₂

S2°16' 41" W 515'

WILD DUCK REALTY PARTNERS

DEED RECORDED BOOK 485, PAGE 266, R.O.K.C. TN.

PLAT SHOWING

PROPOSED SANITARY SEWER EASEMENT

SCALE: 1" = 50'

25'

EXISTING 25' FT. PERMANENT
SANITARY SEWER ESMT.
RECORDED BOOK 298, P. 507,
R.O.K.C. TN.

N73°30' W 25.9'

WILLIAMSON COUNTY - STATE OF TENNESSEE
Received for record the 26 day of Sept. 1981
at 11:30 clock P.M. Noted in Note Book 36 page 436
and Recorded in Book No. 552 page 937 State Tax
Paid Fee Recording Fee 360.00 Total
Receipt No. 37287 Witness my hand
J.D. Remmick, Register

47
mail:
This instrument prepared by:
Robert C. Goodrich Jr.
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner	Send Tax Bills To:	Map and Parcel No.:
as follows:		
Pinnacle National Bank	-Same-	MAP 79, PARCEL 80
Attn: Allen Dixon		MAP 79, PARCEL 81
2019 Richard Jones Road		
Nashville, Tennessee 37215-2801		

TRUSTEE'S DEED

This Trustee's Deed is made and entered into on this the 6th day of July, 2010, by Robert C. Goodrich Jr., Trustee ("Trustee").

WHEREAS, by that certain *Deed of Trust* dated January 27, 2010, recorded in Book 4998, Page 63 (the "Deed of Trust") in the Register's Office of Williamson County, Tennessee (the "Register's Office"), J. Donald Nichols ("Grantor") conveyed to Robert C. Goodrich Jr., Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Pinnacle National Bank (the "Lender"; and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender directed the Trustee to sell the Property as defined in the Deed of Trust, and the Trustee caused notice to be published in *Williamson A.M.* section of *The Tennessean* that such Property would be sold on July 2, 2010, at 10:30 a.m. prevailing central time, at the Judicial Center, 135 Fourth Avenue South, Franklin, Tennessee 37064 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on June 10, 2010, June 17, 2010, and June 24, 2010; and

WHEREAS, the Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the agent for the Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:30 a.m. central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, Lender submitted the highest, last and best bid for the Property of Eight Hundred Fifty-One Thousand Five Hundred and No/100 Dollars (\$851,500.00), which was a credit bid (the "Credit Bid").

NOW, THEREFORE, I, Robert C. Goodrich Jr., Trustee as aforesaid, in consideration of the premises and the Credit Bid, by these presents do transfer and convey unto Pinnacle National Bank, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, located in Williamson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

PARCEL 80, MAP 79, Land in the 9th Civil District of Williamson County, Tennessee, and described as follows:

Commencing at an iron post in the east margin of Carothers Road at Cannon's northwest corner, thence with said east margin North 2 degrees 00 minutes East 250 feet to an iron post, the point of beginning, thence continuing with said east margin North 2 degrees 00 minutes East 145.0 feet to an iron post, thence with the following five new staked lines: South 88 degrees 00 minutes East 400 feet to an iron post, North 2 degrees 00 minutes East 150 feet to an iron post, South 88 degrees 00 minutes East 342.9 feet to an iron post, South 2 degrees 25 minutes West 295 feet to an iron post, North 88 degrees 00 minutes west 741.3 feet to the point of beginning and containing 3.49 acres, more or less.

PARCEL 81, MAP 79, Land in the 9th Civil District of Williamson County, Tennessee, and described as follows:

Commencing at an iron post in the east margin of Carothers Road at Cannon's northwest corner, thence with said east margin North 2 degrees 00 minutes East 125 feet to an iron post the point of beginning, thence continuing with said east margin North 2 degrees 00 minutes East 125 feet to an iron post, thence with the following two new staked lines, South 88 degrees 00 minutes East 741.3 feet to an iron post, South 2 degrees 25 minutes West 434.5 feet to an iron post in Cannon's north fence line, thence with his north fence line North 89 degrees 57 minutes West 286.4 feet to an iron post, thence leaving his north fence iron and with the following two new stake lines North 2 degrees 00 minutes East 321 feet to an iron post and North 88 degrees 00 minutes West 445 feet to the point of beginning and containing 4.13 acres, more or less.

Being part of the same property conveyed to J. DONALD NICHOLS, by quitclaim deed from JDN ENTERPRISES, INC. A GEORGIA CORPORATION, of record in Book 1176, Page 863, dated December 21, 1990, said Register's Office.

The Property is unimproved property.

To have and to hold the Property, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, all of which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS, WHERE IS condition, and without representation or warranty from Trustee as to any matter whatsoever, and by accepting this Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Trustee. Without limiting the foregoing, TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting this Trustee's Deed, Grantee agrees to indemnify and hold the Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes that may be a lien against the Property.
2. Judgment against Donnie Nichols in favor of Joseph Barker of record in Book 5046, Page 186, Register's Office.
3. Transmission Line Easement of record in Deed Book 75, Page 497, Register's Office.
4. Sanitary Sewer Easement to the City of Franklin of record in Book 550, Page 713, Register's Office., Page 893 and revised in Book R1945, Page 838, Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

WITNESS the signature of the Trustee on this the day and date first above written.

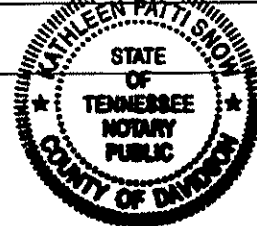
Robert C. Goodrich Jr.
ROBERT C. GOODRICH JR., TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kathleen Patti Snow, a Notary Public of the State and County aforesaid, personally appeared Robert C. Goodrich Jr., 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 Trustee, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of July, 2010.

Kathleen Patti Snow
Notary Public
My Commission Expires:



MY COMMISSION EXPIRES:
NOVEMBER 4, 2013

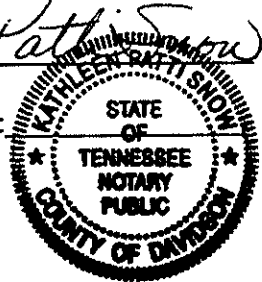
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Fifty-One Thousand Five Hundred and No/100 Dollars (\$851,500.00).

Robert C. Goodrich Jr.
Affiant

Subscribed and sworn to before me
this the 6th day of July, 2010.

Kathleen Patti Snow
Notary Public
My commission expires:



MY COMMISSION EXPIRES:
NOVEMBER 4, 2013

BK/PG:5091/284-287

10022176

TRUSTEES DEED	
07/08/2010 09:51 AM	
BATCH	182374
REG TAX	0.00
TRN TAX	3150.55
REC FEE	20.00
OP FEE	2.00
ARC FEE	0.00
TOTAL	3173.55

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS