

Record and Return to:
Karen Kirspel
Fidelity National Title
1800 Parkway Place, Suite 700
Marietta, GA 30067

RESTRICTION AND EASEMENT AGREEMENT

THIS RESTRICTION AND EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 15 day of January, 2007, by and between **GEORGE DAVIS WARREN**, a resident of Tennessee, **LOU ANN WARREN**, a resident of Georgia, and **JOHN THOMAS WARREN**, a resident of Georgia (collectively, "**Warren**"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("**HD**").

WITNESSETH:

WHEREAS, HD is the owner of certain real property containing approximately 9.40 acres located in the City of Winchester, Franklin County, Tennessee, which property is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**HD Parcel**"); and

WHEREAS, Warren is the owner of certain real property immediately adjacent to the HD Parcel containing approximately 24.366 acres, which property is more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Warren Parcel**") (the "**HD Parcel**" and the "**Warren Parcel**" are each a "**Parcel**" and collectively the "**Parcels**"); and

WHEREAS, Warren and HD desire to grant and receive the easements contained herein and place certain restrictions on the Warren Parcel, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Reciprocal Access Easement.**

(a) Warren and HD hereby grant and convey, each to the other, for the benefit of the Warren Parcel and the HD Parcel, a non-exclusive perpetual easement for ingress and egress by vehicular and pedestrian traffic (but not parking, delivery or construction traffic) upon, over and across the curb cuts, roadways, driveways, aisles, walkways and sidewalks (collectively, the "Accessways") located on the Warren Parcel and the HD Parcel from time-to-time. The easement granted hereby shall be for the benefit of, but not restricted solely to, Warren and HD, and Warren and HD may grant the benefit of such easement to the tenants and other occupants of their respective Parcels for the duration of such occupancy, and to the customers, employees, agents and/or business invitees thereof. Notwithstanding the foregoing each party shall have the right (in their sole discretion) to reasonably modify from time-to-time the Accessways on their respective Parcel.

(b) Access between the HD Parcel and the Warren Parcel shall be at two (2) locations only (the "Access Point") as shown on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "Site Plan") or as otherwise reasonably approved by HD in writing. Notwithstanding any provision of this Agreement to the contrary, in no event shall such Access Points be used as a primary means of accessing the HD Parcel by the Warren Parcel, but that the portion of the Warren Parcel to the north of the HD Parcel shall have at least one (1) other curb cut onto a publicly dedicated road and the portion of the Warren Parcel to the south of the HD Parcel shall have at least one (1) other curb cut onto a publicly dedicated road.

(c) Warren shall be responsible for the costs to install and maintain the Access Point and of any reasonable upgrades necessary to said Accessways on the HD Parcel to accommodate the intended use of the Warren Parcel. Warren may only use the Accessways on the HD Parcel so long as (i) the use of the Warren Parcel shall be for complementary retail use not in violation of the restrictions set forth in Section 4 below and (ii) such use by Warren (or any other owner or occupant of the Warren Parcel) shall not unduly or unreasonably burden the Accessways on the HD Parcel (such as excessive traffic thereon) or unreasonably interfere with the use of the HD Parcel or the conduct of business operations on the HD Parcel by HD or any other occupant thereof.

2. **Drainage Easement.** Warren hereby grants and conveys to HD, for the benefit of the HD Parcel, a perpetual, exclusive, easement under, through and across a portion of the Warren Parcel in the area described on **Exhibit "D"** attached hereto (the "Drainage Easement Area"), and by this reference made a part hereof, for the purpose of discharging storm and surface water from the HD Parcel. The foregoing easement rights shall include the right of access for the benefit of HD, its successors and assigns, over and across the Warren Parcel in order to perform the construction, installation, maintenance, repairs and replacements of drains, gutters, downspouts, berms, swells, and other drainage facilities and systems (collectively, the "Systems"). HD shall, at no cost to Warren, maintain the Systems and Drainage Easement Area in good condition. The easement rights granted hereby shall be for the benefit of, but not solely restricted to, HD. HD may grant the benefit of such easement to its tenants and other occupants of the HD Parcel for the duration of such occupancy.

3. Temporary Easements.

(a) Warren hereby grants and conveys to HD, for the benefit of the HD Parcel, a temporary, exclusive, easement under, through and across a portion of the Warren Parcel in the area described on **Exhibit "E"** attached hereto, and by this reference made a part hereof, for the purpose of installing, depositing and/or storing fill dirt from the HD Parcel and grading same. The term of such temporary easement shall expire on the date which is eighteen (18) months after the date hereof or sooner filing of a NPDES notice of termination related to the same. During such term, HD shall have the right to use such fill dirt it has deposited onto the Warren Parcel in its development of its retail store on the HD Parcel. Upon expiration of such term, HD shall be deemed to have released any and all rights in and to the fill dirt it has brought to the Warren Parcel pursuant to this Section 3. Until the filing of such NPDES notice of termination, HD shall (at HD's sole cost and expense) be responsible for and appropriate permitting and soil and erosion control related to same.

(b) In order to accommodate HD's construction of its intended project and related appurtenances on the HD Parcel and Drainage Easement Area, Warren hereby grants and conveys to HD, for the benefit of the HD Parcel, a temporary, non-exclusive, fifteen (15) foot wide temporary construction easement along the boundaries of the HD Parcel and Drainage Easement Area on the Warren Parcel. Such temporary construction easement shall terminate thirty (30) days after final completion of HD's intended project and all appurtenances related thereto, but not later than eighteen (18) months after the date hereof.

4. Restrictions.

(a) No portion of the Warren Parcel shall be used for a home improvement center or for any business which sells, displays, leases, rents or distributes the following items or materials, singly or in any combination: lumber, hardware, tools, plumbing supplies, pool supplies, electrical supplies, paint, wallpaper and other wallcoverings, window treatments (including draperies, curtains and blinds), kitchen or bathrooms or components thereof (including tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), windows, hard and soft flooring (including tile, wood flooring, rugs and carpeting), siding, ceiling fans, gardening and garden nursery supplies, artificial and natural plants, outdoor cooking equipment and accessories, patio furniture and patio accessories, Christmas trees, indoor and outdoor lighting systems and light fixtures, cabinets and unfinished and finished furniture, kitchen and household appliances, closet organizing systems, pictures or picture framing, interior design services, or other products generally sold in a retail home improvement center, except for the incidental sale of such items. An "incidental sale of such items" is one in which there is no more than the lesser of (i) five percent (5%) of the total floor area of such business, or (ii) 1,000 square feet of sales and/or display area, relating to such items individually or in the aggregate.

(b) No portion of the Warren Parcel shall be used for any of the following purposes: a flea market or a business selling so-called "second hand" goods (the term "second hand" shall mean stores which sell goods primarily as a service to the public rather than to a retail customer for a profit); cemetery; mortuary; any establishment engaged in the business of

selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; off-track betting parlor; junk yard; recycling facility or stockyard; motor vehicle or boat dealership, repair shop (including lubrication and/or service center) that stores vehicles outdoors overnight, body and fender shop, or motor vehicle or boat storage facility; a mini-storage or self-storage facility; a laundromat or dry-cleaning facility (but this shall not be deemed to prohibit nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer); a bar, tavern or cocktail lounge; a discotheque, dance hall, comedy club, night club or adult entertainment facility; billiard or pool hall; massage parlor, game parlor or video arcade (which shall be defined as any store containing more than three (3) electronic games); a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees and not to customers (but shall specifically not prohibit a school which is incidental to a primary retail purpose); industrial or manufacturing uses, school or house of worship.

5. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or United States express mail postage or delivery charge prepaid, return receipt requested, or by an established express delivery service (such as Federal Express or United Parcel Service), sent to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Parcels are located. The parties expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Agreement. All notices to Warren and HD shall be sent to the person and address set forth below:

If to Warren: c/o Davis Warren
 97 Laurel Oak Drive
 Winchester, Tennessee 37398

If to HD: Home Depot U.S.A., Inc.
 2455 Paces Ferry Road, C-20
 Atlanta, Georgia 30339-4024
 Attention: Vice President – Real Estate Law Group
 Store No. _____

With a copy to: Home Depot U.S.A., Inc.
 2455 Paces Ferry Road, C-20
 Atlanta, Georgia 30339-4024
 Attention: Corporate Counsel – Real Estate Law Group

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of

receipt of notice of refusal or notice of non-delivery by the sending party.

6. Miscellaneous.

(a) Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels or of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed. An owner of a Parcel shall have the right to close, if necessary, all or any portion of the Accessways on its Parcel from time to time as may be necessary, in the opinion of such owner, to prevent a dedication thereof or the accrual of any rights of the public therein.

(b) Each of HD and Warren shall defend, indemnify, protect and hold the other harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in or upon the indemnifying party's Parcel; (ii) occasioned wholly by any negligent or willful act or omission of the indemnifying party, its tenants or occupants or their respective agents, contractors, servants or employees; or (iii) in connection with the failure to comply with the provisions of this Agreement.

(c) This Agreement and the easements and restrictions created hereby shall inure to the benefit of and be binding upon Warren, HD, and their respective heirs, personal representatives, tenants, occupants, successors and assigns, and upon any person or entity acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Further, the terms of this Agreement and each restriction and easement on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof as set forth herein, and shall run with the land.

(d) The failure of a party to insist upon strict performance of any of the restrictions or other terms and provisions contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions or other terms and provisions contained herein by the same or any other party.

(e) If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. Further, this Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the easements, restrictions and other terms and conditions contained in this Agreement affecting the Parcels.

(f) This Agreement and the easements and restrictions established hereby with respect to each owner and Parcel, shall be superior and senior to any lien placed upon any Parcel, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no

breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the easements and restrictions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

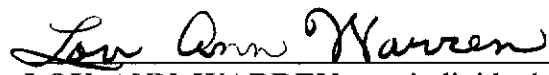
(g) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Time is of the essence of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Tennessee.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF the undersigned have executed this Agreement under seal as of the day and year first written above.

WARREN:


GEORGE DAVIS WARREN, an individual
resident of Tennessee


LOU ANN WARREN, an individual resident of
Tennessee


JOHN THOMAS WARREN, an individual
resident of Tennessee

[Acknowledgments on Next Page]

STATE OF TENNESSEE
COUNTY OF Franklin

Before me, the undersigned Notary Public, of the state and county aforementioned, personally appeared GEORGE DAVIS WARREN, 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 within named bargainor, an individual resident of Tennessee, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of himself.

WITNESS my hand and seal this 23 day of January, 2007.

Brenda K. Wells
Notary Public

My commission expires: 9-22-08

STATE OF TENNESSEE
COUNTY OF Franklin

Before me, the undersigned Notary Public, of the state and county aforementioned, personally appeared LOU ANN WARREN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the within named bargainor, an individual resident of Georgia, and that she executed the foregoing instrument for the purpose therein contained, by signing the name of herself.

WITNESS my hand and seal this 23 day of January, 2007.

Brenda K. Wells
Notary Public

My commission expires: 9-22-08

STATE OF TENNESSEE
COUNTY OF Franklin

Before me, the undersigned Notary Public, of the state and county aforementioned, personally appeared JOHN THOMAS WARREN, 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 within named bargainor, an individual resident of Georgia, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of himself.

WITNESS my hand and seal this 23 day of January, 2007.

Brenda K. Wells
Notary Public

My commission expires: 9-22-08

[Signatures Continued on Next Page]

HD:

HOME DEPOT U.S.A., INC., a
Delaware corporation

By:  *pkf*
Name: Thomas K. Anderson
Title: Corporate Counsel

STATE OF GEORGIA
COUNTY OF COBB

Before me, the undersigned Notary Public, of the state and county aforementioned, personally appeared Thomas K. Anderson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Corporate Counsel of Home Depot U.S.A., Inc., the within named bargainor, a Delaware corporation, and that he/she as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal this 24th day of January, 2007.


Notary Public

My commission expires: Feb. 5, 2010

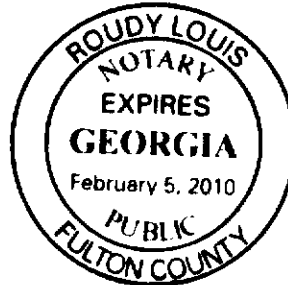


EXHIBIT "A"

Legal Description of HD Parcel

BEING THE FOLLOWING TWO (2) PARCELS OF LAND:

SURVEY OF PART OF THE LOU ANN WARREN, JOHN THOMAS WARREN, AND GEORGE DAVIS WARREN PROPERTY PER QUIT CLAIM DEED RECORDED IN BOOK D311 – PAGE 696 IN THE REGISTER'S OFFICE OF FRANKLIN COUNTY, TENNESSEE, LYING ON THE WEST SIDE OF U.S. HIGHWAY 41A, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A SET IRON IN THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41A (STATE ROUTE 16) (PUBLIC PAVED ROAD, 104 FT R.O.W.). SAID IRON BEING SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST – 636.94 FEET FROM A FOUND CONCRETE MONUMENT ON THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BLAIR POND ROAD (PUBLIC PAVED ROAD, R.O.W. VARIES) ON THE NORTHEAST CORNER OF THE WARREN PROPERTY AND SAID POINT OF BEGINNING BEING LOCATED AT TENNESSEE UNADJUSTED STATE PLANE COORDINATES OF 323,740.42 FEET NORTH AND 1,937,610.67 FEET EAST (NAD83); THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST – 312.32 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY TO A SET IRON; THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 63 DEGREES 21 MINUTES 36 SECONDS WEST – 218.00 FEET TO A SET IRON; THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST – 181.62 FEET TO A SET IRON; THENCE SOUTH 63 DEGREES 21 MINUTES 36 SECONDS WEST – 754.74 FEET TO A SET IRON IN THE WEST LINE OF THE WARREN PROPERTY AND EAST LINE OF THE ROBERT L. ABBOTT, JR PROPERTY PER DEED IN BOOK 93 – PAGE 530; THENCE NORTH 01 DEGREES 58 MINUTES 28 SECONDS EAST – 205.48 FEET ALONG THE EAST LINE OF THE ABBOTT PROPERTY TO AN ANGLE POINT AT AN OLD FENCE CORNERPOST; THENCE CONTINUING ALONG THE EAST LINE OF THE ABBOTT PROPERTY, NORTH 05 DEGREES 46 MINUTES 03 SECONDS EAST – 371.40 FEET TO A SET IRON; THENCE NORTH 63 DEGREES 21 MINUTES 36 SECONDS EAST – 675.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 369,945 SQUARE FEET OR 8.493 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2:

COMMENCING AT A SET IRON IN THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41A (STATE ROUTE 16) (PUBLIC PAVED ROAD, 104 FT R.O.W.). SAID

RAC

IRON BEING SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST – 636.94 FEET FROM A FOUND CONCRETE MONUMENT ON THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BLAIR POND ROAD (PUBLIC PAVED ROAD, R.O.W. VARIES) ON THE NORTHEAST CORNER OF THE WARREN PROPERTY AND SAID POINT OF BEGINNING BEING LOCATED AT TENNESSEE UNADJUSTED STATE PLANE COORDINATES OF 323,740.42 FEET NORTH AND 1,937,610.67 FEET EAST (NAD83); THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST – 312.32 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY TO A SET IRON ON THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING LOCATED AT TENNESSEE UNADJUSTED STATE PLANE COORDINATES OF 323,461.25 FEET NORTH AND 1,937,750.70 FEET EAST (NAD83):

THENCE CONTINUING ALONG SAID HIGHWAY RIGHT-OF-WAY, SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST – 181.62 FEET TO A SET IRON; THENCE LEAVING SAID HIGHWAY RIGHT-OF-WAY, SOUTH 63 DEGREES 21 MINUTES 36 SECONDS WEST – 218.00 FEET TO A SET IRON; THENCE NORTH 26 DEGREES 38 MINUTES 24 SECONDS WEST – 181.62 FEET TO A SET IRON; THENCE NORTH 63 DEGREES 21 MINUTES 36 SECONDS EAST – 218.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,593 SQUARE FEET OR 0.909 ACRES OF LAND.

ALL DEEDS AND PLATS REFERENCED ARE OF RECORD IN THE REGISTER'S OFFICE OF FRANKLIN COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED BY QUIT CLAIM DEED FROM GEORGE DAVIS WARREN, ACTING AS TRUSTEE UNDER THE DECLARATION OF TRUST DATED DECEMBER 7, 1993, FOR AND ON BEHALF OF THE GEORGE THOMAS WARREN TRUST TO LOU ANN WARREN, JOHN THOMAS WARREN, AND GEORGE DAVIS WARREN, DATED FEBRUARY 15, 2002, AND RECORDED FEBRUARY 15, 2002 IN OFFICIAL RECORDS BOOK D311, PAGE 696.

EXHIBIT "B"

Legal Description of Warren Parcel

BEING THE FOLLOWING TWO (2) TRACTS OF LAND:

TRACT 1:

SURVEY OF PART OF THE LOU ANN WARREN, JOHN THOMAS WARREN, AND GEORGE DAVIS WARREN PROPERTY PER QUIT CLAIM DEED RECORDED IN BOOK D311 – PAGE 696 IN THE REGISTER’S OFFICE OF FRANKLIN COUNTY, TENNESSEE, LYING ON THE WEST SIDE OF U.S. HIGHWAY 41, BEING PART OF PARCEL NUMBER 24 ON FRANKLIN COUNTY TAX MAP 55, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE RIGHT-OF-WAY MONUMENT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BLAIR POND ROAD (PUBLIC, ASPHALT PAVED, RIGHT-OF-WAY VARIES) AND THE WESTERLY LINE OF U. S. HIGHWAY 41 (PUBLIC, ASPHALT PAVED), SAID POINT BEING 52.00 FEET FROM THE PRESENT CENTERLINE OF SAID HIGHWAY AS ESTABLISHED PER THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION PLANS FOR HIGHWAY 41; THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY – 636.94 FEET TO AN IRON PIN SET IN THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 42 HAVING TENNESSEE UNADJUSTED GRID COORDINATES (NAD 83) OF NORTH 323,740.42 FEET AND EAST 1,937,610.67 FEET; THENCE SOUTH 63 DEGREES 21 MINUTES 36 SECONDS WEST (PERPENDICULAR TO U.S. HIGHWAY 41) – 675.29 FEET TO A SET IRON PIN IN THE EAST PROPERTY LINE OF ROBERT L. ABBOTT & WF., ELEOTA GARNER ABBOTT PER DEED BOOK 93, PAGE 530; THENCE NORTH 05 DEGREES 46 MINUTES 03 SECONDS EAST ALONG THE EAST PROPERTY LINE OF THE ABBOTT PROPERTY – 921.87 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF BLAIR POND ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BLAIR POND ROAD THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 71 DEGREES 33 MINUTES 36 SECONDS EAST – 57.84 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 81 DEGREES 04 MINUTES 05 SECONDS EAST – 172.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 319,676 SQUARE FEET OR 7.339 ACRES, MORE OR LESS.

ALL DEEDS AND PLATS REFERENCED ARE OF RECORD IN THE REGISTER’S OFFICE OF FRANKLIN COUNTY, TENNESSEE.

TOGETHER WITH:

RDE

TRACT 2:

SURVEY OF PART OF THE LOU ANN WARREN, JOHN THOMAS WARREN, AND GEORGE DAVIS WARREN PROPERTY PER QUIT CLAIM DEED RECORDED IN BOOK D311 – PAGE 696 IN THE REGISTER’S OFFICE OF FRANKLIN COUNTY, TENNESSEE, LYING ON THE WEST SIDE OF U.S. HIGHWAY 41, BEING PART OF PARCEL NUMBER 24 ON FRANKLIN COUNTY TAX MAP 55, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE PRESENT SOUTHEAST CORNER OF THE WARREN PROPERTY PER QUIT CLAIM DEED IN BOOK D311 – PAGE 696 IN THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, SAID POINT BEING 53.84 FEET FROM THE PRESENT CENTERLINE OF SAID HIGHWAY AS ESTABLISHED PER THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION PLANS FOR HIGHWAY 41 AND SAID POINT BEING LOCATED NORTH 81 DEGREES 47 MINUTES 27 SECONDS WEST – 0.22 FEET FROM A FOUND REBAR AND SAID POINT ALSO BEING THE PRESENT NORTHEAST CORNER OF THE TRADERS NATIONAL BANK PROPERTY PER DEED IN BOOK 277 – PAGE 580, BEING PARCEL 3 OF THE MERCHANT CENTRAL SUBDIVISION AS RECORDED IN ENVELOPE NO. 256 A & B; THENCE NORTH 81 DEGREES 47 MINUTES 27 SECONDS WEST ALONG THE NORTH PROPERTY LINE OF THE SAID TRADERS NATIONAL BANK PROPERTY AND ALSO ALONG THE NORTH PROPERTY LINE OF THE EXCEL REALTY TRUST-ST, INC. PROPERTY PER DEED IN BOOK 283 PAGE 323, BEING PARCEL 4 OF THE SAID MERCHANT CENTRAL SUBDIVISION, A DISTANCE OF 1, 406.91 FEET TO A FOUND IRON PIN IN THE EAST PROPERTY LINE OF THE ROBERT L. ABBOTT & WF., ELEOTA GARNER ABBOTT PROPERTY PER DEED IN BOOK 93 – PAGE 530; THENCE NORTH 01 DEGREES 58 MINUTES 28 SECONDS EAST ALONG THE SAID EAST PROPERT LINE OF THE ABBOTT PROPERTY – 383.56 FEET TO A SET IRON PIN IN SAID EAST PROPERTY LINE; THENCE NORTH 63 DEGREES 21 MINUTES 36 SECONDS EAST – 972.74 FEET TO A SET IRON PIN IN THE WESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 41, SAID POINT BEING 52.00 FEET FROM THE PRESENT CENTERLINE OF SAID HIGHWAY; THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 41 A DISTANCE OF 44.68 FEET TO THE NORTHEAST CORNER OF PARCEL CONVEYED FEE SIMPLE TO THE STATE OF TENNESSEE FOR DRAINAGE PURPOSES BEING PARCEL 3 IN DEED BOOK D285, PAGE 639; THENCE SOUTH 63 DEGREES 21 MINUTES 36 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL – 28.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL; THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL – 60.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 63 DEGREES 21 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL – 28.00 FEET TO A POINT IN THE WESTERLY LINE OF U. S. HIGHWAY 41; THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY – 565.07 FEET TO THE NORTHEAST CORNER OF A PARCEL CONVEYED FEE SIMPLE TO THE STATE OF TENNESSEE FOR DRAINAGE PURPOSES BEING PARCEL 2 IN DEED BOOK D285, PAGE 639; THENCE

SOUTH 63 DEGREES 21 MINUTES 36 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL – 258.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL – 250.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 89 DEGREES 12 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID EASEMENT – 286.89 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 41; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY THE FOLLOWING TWO COURSES AND DISTANCES: THENCE SOUTH 26 DEGREES 38 MINUTES 24 SECONDS EAST – 50.00 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 58 SECONDS EAST – 45.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 741,701 SQUARE FEET OR 17.027 ACRES, MORE OR LESS.

ALL DEEDS AND PLATS REFERENCED ARE OF RECORD IN THE REGISTER'S OFFICE OF FRANKLIN COUNTY, TENNESSEE.

EXHIBIT "C"

Site Plan

WLC

EXHIBIT "D"

Description of Drainage Easement Area

RAK

EXHIBIT "E"

Description of Fill Deposit and Grading Easement Area

ack

SCALE: 1"=500'

EXPORT MATERIAL STORAGE

