

(Part of) Map 100, Parcel 2

WARRANTY DEED

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations not herein mentioned, receipt of all of which is hereby acknowledged, THE CITY OF CROSSVILLE, Crossville, Tennessee, a municipal corporation, has this day bargained and sold and by these presents does hereby bargain, sell, transfer and convey unto JIMMY COLEMAN and wife, WANDA COLEMAN, their heirs and assigns, the following described tract or parcel of land, lying and being in the FIRST CIVIL DISTRICT of Cumberland County, Tennessee, bounded and described as follows:

BEGINNING at an iron pin found near a steel fence post in the North margin of Maryetta Drive, said pin being the Southwest corner of the Roger Baker Property and also S 79° 36' 00" W, 1320 feet more or less from the intersection of Highway 70N; thence with the said North margin of Maryetta Drive S 79° 36' 00" W, 880.62 feet to an iron pin set; thence leaving said margin N 10° 24' 00" W, 425.48 feet to an iron pin set at a wood fence post said pin being the Samuel F. Baisley Southwest property corner; thence with the Baisley South line N 83° 58' 28" E, 883.18 feet to an iron pin found near a steel fence post, said pin being the Northwest corner of the Roger Baker property; thence with the Baker West line S 10° 24' 00" E, 358.11 feet to the Beginning and containing 7.92 acres per a field survey by TARE, INC., September 8, 1995.

THIS CONVEYANCE IS SUBJECT TO THE DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS DESCRIBED UPON THE ATTACHED EXHIBIT "A", CONSISTING OF THREE (3) PAGES AS MODIFIED BY THE AGREEMENT RECORDED AT MISC. BOOK 461, PAGE 472, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, WHICH CONDITIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS AS MODIFIED SHALL ATTACH TO AND RUN WITH THE PROPERTY HEREIN CONVEYED FOREVER AND WHICH SHALL BIND THE GRANTEE, HIS HEIRS, SUCCESSORS AND ASSIGNS.

Being part of the property conveyed to the grantor herein by virtue of a deed of record in Deed Book 125, Page 462, Register's Office, Cumberland County, Tennessee.

To have and to hold the above described tract or parcel of property to the grantee herein named, their heirs and assigns, in fee simple, forever.

Grantor covenants with the grantee herein named, their heirs and assigns, that it is lawfully seized and

STATE OF TENNESSEE, CUMBERLAND COUNTY

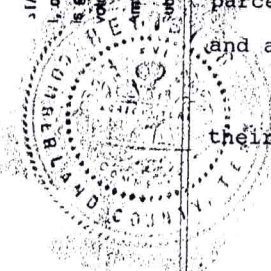
I, or we hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 35.640 which amount is equal to or greater than the amount which property transferred would command at a full voluntary sale.

Amt. Tax Paid \$ 131.87

Subscribed and sworn to before me this the 13 day of Oct.

Notary

19 95 Angela K. Hale D.R.



Mail to owner

possessed of said property and have a good and lawful right to convey the same, that it is free and unencumbered; and, that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever, and Grantor binds its successors, assigns and representatives by the above covenants.

This instrument was prepared from information furnished by the parties herein for which the preparer assumes no responsibility.

Executed this the 2nd day of October, 1995.

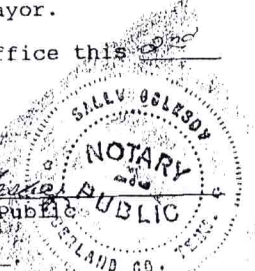
THE CITY OF CROSSVILLE

BY J. Earl Dean
J. EARL DEAN, MAYOR

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, J. EARL DEAN, with whom I am personally acquainted, or proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Mayor of the City of Crossville, Crossville, Tennessee, the within named bargainer, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein expressed by signing the name of the corporation by himself as such Mayor.

Witness my signature and seal of office this 2nd day of October, 1995.

Sally Colvard
Notary Public


My commission expires: 3/29/97

This Instrument Prepared By:
UPCHURCH, COLVARD & YORK
Attorneys at Law
P. O. Box 3549, Woodmere Mall
Crossville, TN 38557

SEND TAX NOTICES TO: owner

Jim Coleman
P.O. Box 257
Livingston TN 38570

1/deed/city/4

EXHIBIT "A"

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS
AND RESERVATIONS UPON CROSSVILLE INDUSTRIAL PARK
PROPERTY

DEFINITION OF TERMS

COPY

"Industrial Site" shall mean any lot or any parcel of land upon which an industrial building or buildings and appurtenant structures may be erected in conformance with the requirements of this instrument.

"Improvements" shall mean and include industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

(1) PROTECTIVE COVENANTS

- (a) Said property shall be used as an industrial site for the location of industry.
- (b) In the event Party of Second Part elects to sell any portion of land which is not being used in connection with the business of Second Party of which the Second Party desires to sell separate and distinct from any sale of the business, the same shall first be offered for sale to the Party of First Part and First Party shall have the option of repurchasing the land for cash at the same per acre price as the original sale price, plus the depreciated cost of any improvements of value made to or on the land by the purchaser, plus any special assessments paid by the purchaser which related to said lands, with interest at the rate of 5% per annum from the date of payment of the purchase price, date of completion of improvements and date of payment of special assessments respectively.
- (c) The Party of First Part, its successors or assigns, have 120 days from the notice of intent to sell by Second Party to exercise the option unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of the option shall be by a resolution adopted by the Board of First Party. If the option is exercised, conveyance to First Party shall be by warranty deed free and clear of all liens, or encumbrances created by act or default of Second Party.
- (d) If the Party of First Part does not exercise its option as prescribed above, then the Second Party may sell said lands to any person, firm or corporation subject to all of the covenants, conditions and restrictions hereinbefore and hereinafter contained.
- (e) Second Party may not lease or rent any part of its parcel of land to any other person, firm or corporation except for such land as may be necessary for the use of leased or rented buildings or structures.

(2) GENERAL RESTRICTIONS:

- (a) No industry which creates noxious or offensive trade or activity shall be permitted, nor shall anything be done which may be or become an annoyance or nuisance to said Industrial Park by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise. All of the uses permitted shall have their primary operations conducted within enclosed buildings.
- (b) No industrial discharge shall be permitted to be drained into the public sewer system without the approval of the State Department of Public Health.
- (c) Each industry is responsible for pre-treating its industrial waste in accordance with state requirements.
- (d) The City of Crossville reserves all minerals for the property.

(3) ZONING RESTRICTIONS:

No building, structure or premises shall be used and no building or structure shall be erected or altered until and unless the following conditions have been complied with and prior written approval thereof has been obtained from First Party:

- 1. Plot Plan, Parking, Loading, Entrances
 - (a) A plot plan showing present and proposed driveways, buildings, off street parking and loading areas and other accessory uses.
 - (b) Any other information First Party may deem necessary to determine that the proposed use and construction complies with the conditions and requirements contained herein.
 - (c) All approved projects shall determine grades and plant layout consistent with engineering plans for proposed development.
- 2. Front Yard

There shall be a minimum distance of thirty (30) feet between the front property line and any buildings, structure or part thereof.
- 3. Side Yards

There shall be a minimum distance of Fifteen (15) feet between any side property line and any building, structure or part thereof.
- 4. Rear Yard

There shall be a minimum distance of fifteen (15) feet between the rear property line and any building, structure or part thereof.
- 5. Optional Zoning Restrictions

In lieu of restriction one through four under item (3) the following option is available:

 - (a) Building coverage ----- 30%
 - (b) Landscaping ----- 20%
 - (c) Parking and open space ----- 30%
 - (d) Loading zones and local access----- 20%

Total -----100%

6. Open Space Requirements

All open and unoccupied areas shall be maintained as follows:

 - (a) A trailer, shack, flattop or temporary building or structure shall be permitted on said property at any time during construction. Storage on said property will be permitted of movable buildings that are manufactured in plants within said industrial park.
 - (b) All required yard areas (except for driveways and parking areas) shall be landscaped and maintained in such a manner that they will be esthetically attractive.
 - (c) A driveway shall not be closer than ten (10) feet to a side property line at the point where the driveway crosses the street line.
7. Height

No building or structure shall exceed forty-five (45) feet in height, provided, however, that water towers or tanks, standpipes, flagpoles, smokestacks and similar structures may exceed this height with written approval of the City of Crossville.
8. Entrances

All entrances to the park will be determined by The City of Crossville, Tennessee.
9. Parking
 - (a) Off-street paved parking facilities shall be provided which are sufficient to meet the needs of all persons associated with the use of the property, either as employees, customers, suppliers or visitors. The minimum standards shall be one (1) off-street parking space for each two main shift employees, plus adequate parking for customers and visitor vehicles.
 - (b) No parking shall be permitted on any street or road, either public or private or at any place other than the paved parking spaces provided in accordance with the foregoing, and each owner shall be responsible for compliance by its employees and visitors.
10. Loading Areas

Loading areas shall be constructed and maintained upon a building site in such a location that any vehicle transporting goods, wares, merchandise or materials to or from a building site shall not be required to park on any street or in any minimum front yard or any street side of a corner lot. Provided, however, that if a building is setback further than the minimum yard requirements, the area of setback beyond the minimum yard requirement may be used for loading purpose.
11. Materials
 - (a) All buildings shall be of metal or masonry construction.
 - (b) No articles, goods or materials shall be kept in the open or exposed to public view in an unsightly manner; when necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least six (6) feet in height; said storage shall be limited to the rear two-thirds, of the property.
12. Billboards and Signs

No billboards or advertising signs other than those identifying the name, business and products of the firm occupying the premises shall be permitted.

THIS INSTRUMENT PREPARED
BY Upchurch, Calvard & York Attys
ADDRESS Crossville, Tn. 38555

AGREEMENT TO MODIFY RESTRICTIVE COVENANTS

WHEREAS, the City of Crossville has sold tracts of land in the Highway 70 North, City of Crossville Industrial Park, which tracts are now owned by the undersigned entities and/or individuals, and

WHEREAS, the deeds to the undersigned land owners as recorded at Deed Books 279, Page 452 (Olson), Deed Book ~~310~~³¹⁶, Page ~~302~~³²¹ (Allstar), Deed Book 442, Page 526 and Deed Book 401, Page 409 (May), and Deed Book 454, Page 200 (Baker), Register's Office, Cumberland County, Tennessee, are subject to conditions, covenants, restrictions and reservations which the parties desire to amend,

NOW, THEREFORE, the parties hereto for and in consideration of the mutual benefit to be derived herefrom agree that the restrictive covenants contained in the deeds above referenced are amended as follows:

1. The term "industrial site" is changed and amended to read as follows:

COPY

"Industrial site" shall mean any lot or parcel of land upon which a business or industrial building or buildings and appurtenant structures may be erected in conformance with the requirements of this instrument.

2. The definition of "Improvements" is amended to read as follows:

"Improvements" shall mean a business or industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

3. Paragraph "a" under Section "1" entitled PROTECTIVE COVENANTS is hereby amended to read as follows:

(a) Said designated property shall be used for the location of any business or industrial concern except those whose business activity involves the sale of personal property to the general public, the provision of services to the general public, or other activity which involves dealing with the general public at the designated property. Said property shall under no circumstances be used for residential purposes.

PK
Boots
Shaw
12-14

This 28 day of Dec, 1993.

CITY OF CROSSVILLE

By J. Earl Dean
J. Earl Dean, Mayor

ALLSTAR AUTOMOTIVE, INC.

By Ralph J. Torrelli
Ralph Torrelli, President

JAY OLSON COMPANY

By Jay Olson
Jay Olson, President

Robert F. May
Robert F. May

Roger D. Baker Sr.
Roger D. Baker, Sr.

Nancy J. Baker
Nancy J. Baker

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, J. EARL DEAN, with whom I am personally acquainted, or proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Mayor of the City of Crossville, of Crossville, Tennessee, the within named bargainor, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein expressed by signing the name of the corporation by himself as such Mayor.

Witness my signature and seal of office this 28 day of Dec, 1993.

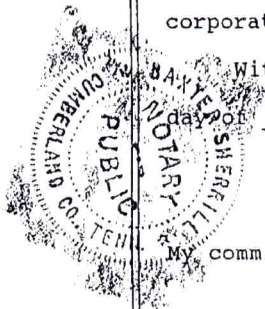


Robert R. Shind
Notary Public

My commission expires: 5/6/94

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, RALPH TORRELLI, with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of the Allstar Automotive, Inc, of Crossville, Tennessee, the within named bargainer, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.



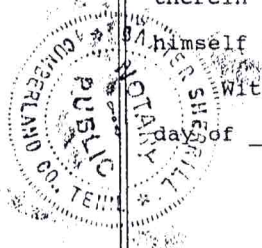
Witness my signature and seal of office this 4 day of JAN, 1994.

Ralph Torrelli
Notary Public

My commission expires: 4/6/94.

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JAY OLSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of the Jay Olson Company, of Crossville, Tennessee, the within named bargainer, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.



Witness my signature and seal of office this 28 day of DEC, 1991.

Ralph Torrelli
Notary Public

My commission expires: 4/6/94.

STATE OF TENNESSEE)

COUNTY OF CUMBERLAND)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, ROBERT F. MAY, the within named, with whom I am personally acquainted, or proven to me upon satisfactory evidence, and who acknowledged that he executed the within and foregoing instrument for the purposes therein contained.



Witness my signature and seal of office this 4

Jan, 1994.

Robert F. May
Notary Public

My commission expires: 4/6/94.

STATE OF TENNESSEE)

COUNTY OF CUMBERLAND)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, ROGER D. BAKER, SR. and wife, NANCY J. BAKER, the within named, with whom I am personally acquainted, or proven to me upon satisfactory evidence, and who acknowledged that they executed the within and foregoing instrument for the purposes therein contained.



Witness my signature and seal of office this 21

Dec, 1993.

Robert F. May
Notary Public

My commission expires: 4/6/94.

2/usr/A/modify

State of Tennessee, County of CUMBERLAND
Received for record the 13 day of
OCTOBER 1994 at 9:35 AM. (RECH 145314)
Recorded in official records DEED
Book D496 Page 141- 149
Notebook 9 Page 338
State Tax \$ 131.87 Clerks Fee \$ 1.00,
Recording \$ 36.00, Total \$ 168.87,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register PHYLLIS K. HALE

State of Tennessee, County of CUMBERLAND
Received for record the 04 day of
JANUARY 1994 at 3:43 PM. (RECH 115838)
Recorded in official records MISC.
Book M461 Page 472- 475
Notebook B Page 685
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register VELMA DAUGHERTY

BOOK D496 PAGE 149

BOOK M461 PAGE 475