Address New Owner as Follows:

J. Clark Akers, III
(Name)
Lester Earl Bentz

2002 Richard Jones Road
(Address)

Nashville, Tennessee 37215
(City) (State) (Zip Code)

Send Tax Bills To:

Mr. J. Clark Akers, III
(Name)

2002 Richard Jones Road
(Address)

Nashville, Tennessee 37215
City (State) (Zip Code)

Property on Tax Map 43 Parcel 4

BOOK 7574 PAGE 5

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 950,000.00
RAY HARKINGTON
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF June 1988.
Deputy Register

40540

IDENTIFICATION REFERENCE

JUN 15 3 15 PM '88
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RECEIVED

5998 06/15 0101 03CHECK 2687.50

This instrument prepared by
or under the direction of:

William C Barney

William C. Barney
Counsel

Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

47037-060-999
02-052488 KC

BOOK 7574 PAGE 6

THIS DEED, made this 1st day of June, 1988, between CSX TRANSPORTATION, INC., a Virginia corporation, hereinafter called "Grantor," and LESTER EARL BENTZ and J. CLARK AKERS, whose mailing address is 931 Industrial Road, Old Hickory, Tennessee 37138, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($950,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantees, that certain tract or parcel of land situate, lying and being at Nashville, Davidson County, Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, description attached hereto and incorporated herein, and containing 38.42 acres, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining, and including Grantor's underlying fee interest in the westerly one-half of Myatt Drive that runs along the easterly property line of the Premises.

TO HAVE AND TO HOLD the said Premises unto Grantee, Grantee's heirs and assigns or successors and assigns, in fee simple forever.

SUBJECT to reservations, conditions, restrictions and easements of record, all public utilities, or items apparent from an inspection of the Premises, including, but not limited to:

1. An easement sixty (60) feet in width for ingress and egress as granted to E. I. DuPont deNemours, Inc., by deed dated January 13, 1984, recorded in Deed Book 6237, Page 171, Public Records of Davidson County, Tennessee, and shown shaded on Exhibit A-1, attached hereto and incorporated herein.

2. An easement to Davidson County, Tennessee, for the construction and maintenance of sewers across a portion of the Premises pursuant to deed dated August 6, 1962, recorded in Deed Book 3428, Page 366, and deed dated December 11, 1968, recorded in Deed Book 4391, Page 969, Public Records of Davidson County, Tennessee;



Grantor hereby warrants that the Premises are free from encumbrances, that it is seized of said Premises in fee and that it will forever defend all and singular said Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof, by, through or under Grantor.

Grantee, by acceptance of this deed, hereby covenants that Grantee shall maintain the existing drainage in such a manner as to not impair exisiting railroad right-of-way drainage or redirect or increase the quantity or velocity of any surface water runoff or streams into said drainage or upon the right-of-way or lands and other facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building codes, subdivision covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon the right-of-way or lands and other facilities or properties of Grantor.

GRANTEE, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not: be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and any adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Said covenant(s) to run with title to Premises conveyed, and to bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

RESERVING unto Grantor, Grantor's successors and assigns, a perpetual railroad easement, said easement to be a minimum one hundred (100) feet in width, fifty (50) feet in each direction from the center of each track, for the continued location, maintenance, use, repair, replacement and removal of the trackage and appurtenant rail material and facilities (ties, ballast, drainage structures, signals, switches, communication lines, etc.) shown on Premises description drawings, ownership of all of which is also excepted hereunder; TOGETHER WITH the right of ingress and egress to and from said trackage and facilities. Said railroad easement shall automatically terminate and title vest in Grantee upon cessation of use and removal of said trackage and facilities by Grantor, Grantor's successors or assigns. Grantor shall be responsible for payment of any use tax as a result of its retaining said easment for railroad purposes.



AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee(s).

GRANTOR, by its undersigned officer, hereby certifies that the full value of all land or property conveyed hereby, or the actual consideration for the release of all property rights quitclaimed hereby, is $950,000.00 (U.S.), including any property exchanged and any financing.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Robert L Wheaton

Nancy E. Gabrzyelski

CSX TRANSPORTATION, INC.:

By J. L. Kiesler
J. L. Kiesler
AVP-Property Services
CSX Rail Transport

Attest David M. Yarwood (SEAL)
Assistant Secretary

Signed, sealed and delivered
in the presence of:

Cynthia Chaney

Patricia Stevens

UNITED STATES TRUST COMPANY OF
NEW YORK, as Corporate Trustee
as aforesaid:

By _____
ASSISTANT VICE PRESIDENT

Attest _____
ASST. SECRETARY

UNITED STATES TRUST COMPANY OF NEW YORK

BOOK 7574 PAGE 9

STATE OF FLORIDA )
) SS.
COUNTY OF DUVAL )



I, Kathryn R. Casey, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came J. L. Kiesler, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Assistant Vice President-Property Services, CSX Rail Transport, of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 1st day of June, 1988.

Kathryn R. Casey
Notary Public

(SEAL)

My commission expires on:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 24, 1990
Bonded thru Patterson - Becht Agency

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, ~~JAMES E. LOGAN~~, and WILLIAM EISING with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E. LOGAN, as its Assistant Vice President and attesting the same by WILLIAM EISING, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 3RD day of JUNE, 1988.

Robert E. Patterson III
Notary Public

(SEAL)

My commission expires on:

ROBERT EARLY PATTERSON, III
NOTARY PUBLIC, State of New York
No. 4784543
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires October 31, 1989

EXHIBIT A

Description of property at: Nashville, Tennessee
To: Lester Earl Bentz and J. Clark Akers
Deed File No.: 47037-060-999



BEING a parcel of land in the Second Civil District, Nashville, Davidson County, Tennessee, located on the westerly side of Myatt Drive, being property conveyed to Grantor, by deed of record in Book 5992, Page 495, R.O.D.C., and being more particularly described as follows:

BEGINNING at a concrete monument in the westerly margin of Myatt Drive, said monument being S 20 degrees 18 minutes E, 450 feet, more or less, as measured along said westerly margin from the centerline, as extended, of Myatt Industrial Drive; thence leaving said westerly margin with the northerly line of property conveyed to Paccar, Inc., by deed of record in Book 5164, Page 626, R.O.D.C., S 69 degrees 42 minutes W, 1,394.68 feet to a concrete monument in the easterly line of the Lemans Apartment Condominiums of record in Book 5200, Page 506, R.O.D.C.; thence with said easterly line and the easterly line of property conveyed to Tom L. Hill, et ux, by deed of record in Book 1733, Page 421, R.O.D.C., N 16 degrees 56 minutes W, 1,303.83 feet to a railroad monument in the southerly line of property conveyed to E. I. Dupont by deed of record in Book 6237, Page 171, R.O.D.C.; thence with said southerly line N 83 degrees 45 minutes E, 66.93 feet to a concrete monument; thence with the easterly and northerly lines of said E. I. Dupont property, the following calls: With a curve to the left, 81.05 feet to an iron pin, said curve having a central angle of 11 degrees 14 minutes 04 seconds, a radius of 413.34 feet, a tangent of 40.65 feet and a chord of N 40 degrees 44 minutes 58 seconds W, 80.92 feet; N 46 degrees 22 minutes W, 540.30 feet to an iron pin; N 43 degrees 38 minutes E, 15.00 feet to an iron pin; N 46 degrees 22 minutes W, 175.80 feet to an iron pin; With a curve to the left, 565.81 feet to an iron pin, said curve having a central angle of 75 degrees 41 minutes, a radius of 428.34 feet, a tangent of 332.75 feet and a chord of N 84 degrees 12 minutes 30 seconds W, 525.56 feet; S 57 degrees 57 minutes W, 112.80 feet to a

railroad rail monument in the southerly margin of Grantor; thence with said southerly margin N 49 degrees 58 minutes E, 50.80 feet to an iron pin; thence, continuing with said southerly margin with the chord of a spiral curve, N 49 degrees 03 minutes E, 182.46 feet to an iron pin in the centerline of the Peterbilt Spur Track Easement at the southwesterly corner of the property conveyed to Nashville Warehouse Associates by deed of record in Book 5835, Page 701, R.O.D.C.; thence with the westerly line of said Nashville Warehouse Associates, the following calls: With a curve to the right, 512.85 feet to a point, said curve having a central angle of 61 degrees 25 minutes 45 minutes, a radius of 478.34 feet, a tangent of 284.18 feet and a chord of S 77 degrees 04 minutes 55 seconds E, 488.63 feet; S 46 degrees 22 minutes E, 716.09 feet to a point; With a curve to the right 60.46 feet to a point, said curve having a central angle of 07 degrees 14 minutes 30 seconds, a radius of 478.34 feet, a tangent of 30.27 feet and a chord of S 42 degrees 45 minutes E, 60.42 feet; thence, with the southerly line of said Nashville Warehouse Associates, the following calls: N 83 degrees 45 minutes E, 75.55 feet to a concrete monument; With a curve to the right 66.29 feet to a point, said curve having a central angle of 06 degrees 59 minute 15 seconds, a radius of 543.34 feet, a tangent of 33.18 feet and a chord of S 31 degrees 18 minutes 08 seconds E, 66.25 feet; N 83 degrees 45 minutes E, 320.53 feet to a point; N 76 degrees 55 minutes E, 823.47 feet to a concrete monument in the westerly margin of Myatt Drive; thence, with said westerly margin with a curve to the left, 397.62 feet to a point, said curve having a central angle of 03 degrees 56 minutes 55 seconds, a radius of 5,769.58 feet, a tangent of 198.89 feet and a chord of S 18 degrees 18 minutes 52 seconds E, 397.54 feet; thence continuing with westerly margin S 20 degrees 18 minutes E, 671.80 feet to the POINT OF BEGINNING; Containing 1,673,397 square feet, or 38.42 acres, more or less, as shown on print of survey dated July 22, 1987, prepared by William C. Cockrill, Tennessee License No. 1401, Barge, Wagoner, Sumner and Cannon.



BEING all or part of the same property acquired by Grantor, or its predecessor, from Tennessee Property Company by deed dated August 6, 1963, recorded in Deed Book 3612, Page 487, Public Records of Davidson County, Tennessee.

TOM L HILL et ux
BOOK 733, PAGE 421, R.O.D.C.

BOOK 7574 PAGE 13

E I DUPONT
BOOK 6237, PAGE 171, R.O.D.C.

PROPERTY MAP NO. 93
SURVEY MAP NO. 34

PARCEL B
359,807 S.F. OR
8.26± ACRES

N83°45'E
66.93'

Δ=11°14'04"
R=413.34'
T=40.65'
L=81.05'
Ch=N40°44'58"W
80.92'

N46°22'W

RAILROAD RAIL (O)

C.M.F. 9.4' CONC. MON.

I.P. (O)

P.O.B.

℄ RUN-AROUND TRACK

716.09'
TRACK

S46°22'E

SPUR

PETERBILT

540.30'

S46°22'E

N43°38'E
15.00'

N46°22'W
175.80'

I.P. (O)

I.P. (O)

50'

50'

℄ SPUR

EASEMENT
S46°22'E-175.80'

R=428.34'
T=332.75'
L=565.81'
Ch=N84°12'30"W
525.56'

Δ=5°49'45"
R=528.34'
T=256.71'
L=477.93'
Ch=S72°16'E
461.80'

N43°38'E
15.00'

PERMANENT INGRESS-
ENGRESS EASEMENT TO
E. I. DUPONT BOOK 6237,
PAGE 171, R.O.D.C.

Δ=10°53'21"
R=543.34'
T=51.79'
L=103.26'
Ch=N22°21'48"W
103.11'

1340'

320.53'

LSHOWIN ON RR MAP)

15'E

C.M.F. CONC. MON.

Δ=06°59'15"
R=543.34'
T=33.18'
L=66.29'
Ch=S31°18'08"E
66.25'

N83°45'E
75.55'

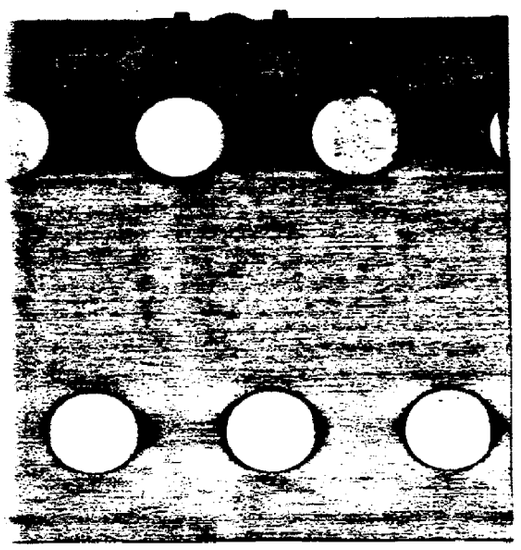
Δ=07°14'30"
R=478.34'
T=30.27'
L=60.46'
Ch=S42°45'E
60.42'

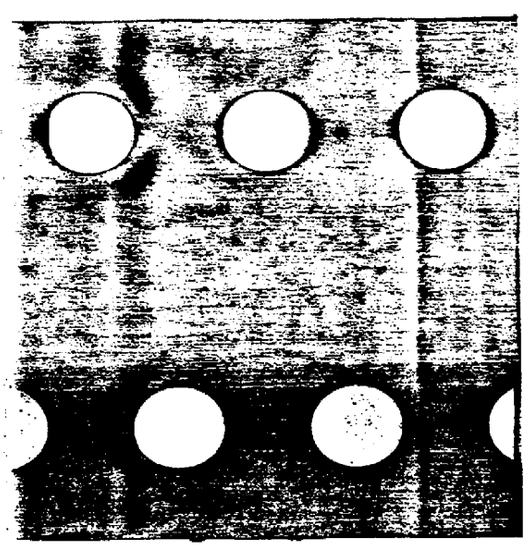
RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in T
Document Unsatisfactory When Received

## NOTES

1. THIS SURVEY MEETS THE REQUIRE (CLASS "A" AS PER STANDARDS OF EXAMINERS, FOR LAND SURVE
2. BEARINGS SHOWN BASED ON PREV RAILROAD COMPANY, INC. REVISED
3. PROPERTY ZONED "IR" (RESTRIC
4. THIS PROPERTY IS NOT LOCATED EMERGENCY MANAGEMENT AGENC PANEL NO 470040-0114, DATED,
5. NO TITLE REPORT WAS FURNISHED

EXHIBIT A-1
MYATT DRIVE
TENTH COUNCILMANIC DISTRICT
SECOND CIVIL DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENN





**OFFICIAL RECEIPT**

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7574 PAGE 14

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TAX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TAX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL |
|---|---|---|---|---|
| | | | | CAMT 950000.00 |
| | | | | CON TX 2660.00 |
| | | | | PRFEE 0.50 |
| | | | | WDEED 27.00 |
| | | | | TOTAL 2687.50 |
| | | | | CHECK 2687.50 |
| 06/15/88 | | 01 | | 15:16 0001 5998 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

40540

IDENTIFICATION REFERENCE

JUN 15 3 15 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 102827