Box 37
Bw/LBe

BOOK 9892 PG 486

| Address New Owner: | Map-Parcel Numbers: | Send Tax Bills To: |
|---|---|---|
| Home Depot U.S.A, Inc.<br>2727 Paces Ferry Road,<br>11th Floor<br>Atlanta, Georgia 30339 | Map No. 118-15<br>Parcel 7 | Same as New Owner |

This instrument prepared by: Waller Lansden Dortch & Davis, James R. Cheshire, III
511 Union Street, Suite 2100, P.O. Box 198966, Nashville, Tennessee 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, QUEBECOR PRINTING (USA) CORP., a Delaware Corporation (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to HOME DEPOT U.S.A, INC., a Delaware corporation (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Real Property").

This conveyance of the Real Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Real Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of good and indefeasible fee simple title to the Real Property; and that Grantor has a good and lawful right to sell and convey the same.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Real Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor, but no otherwise.

The Real Property is, however, conveyed subject to the reservation by Grantor hereby and the grant by Grantee to Grantor hereby of a perpetual twenty foot (20') gas line easement (the "Easement") as follows:

1. Such easement shall be for the benefit of other properties of Seller or Seller's affiliate adjacent or in proximity to the Real Property, such other properties being (i) a leasehold estate in a certain tract of land adjacent to and on the northwest side of the Real

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $2,500,000.00

R E Wood
Affiant

Subscribed and sworn to before me this 18th day of December 1995.

Loretta B. Lane
Notary Public
My Commission Expires: 5/23/98

LORETTA B. LANE NOTARY PUBLIC

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Property as evidenced by Memorandum of Lease Agreement of record in Book 4087, page 779, Register's Office of Davidson County, Tennessee, as amended by Amendment to Memorandum of Lease Agreement of record in Book 9759, page 15, said Register's Office; (ii) a fee simple estate in a certain tract of land to the southeast of the Real Property as evidenced by deed of record in Book 4651, page 569, said Register's Office, by merger agreement of record in Book 8926, page 860, said Register's Office, by name change certificate of record in Book 6706, page 700, said Register's Office, by Charter Amendment of record in Book 8964, page 742, and by merger agreement of record in Book 9057, page 123, said Register's Office; (iii) a leasehold estate in a certain tract of land to the southeast of the Real Property as evidenced by notice of lease of record in Book 2660, page 155, as amended by instruments of record in Book 2837, page 334 and Book 4223, page 798, all in said Register's Office; and (iv) an easement estate as evidenced by instrument of record in Book 5185, page 921, said Register's Office (the parcels referenced in the foregoing clauses (i), (ii), (iii) and (iv) the "Benefited Tracts"). It is the intention of the Grantor and Grantee that the Easement shall benefit Quebecor Printing Dickson, Inc. as the holder of the foregoing referenced interests in the Benefited Tracts, and that Grantor shall have the right to assign this Easement to Quebecor Printing Dickson, Inc. or to any other third party so long as such Easement continues to be held for the benefit of the Benefited Tracts.

2. The Easement shall be ten feet (10') on either side of an existing gas pipeline located generally as depicted on that certain unrecorded "Partial Site Plan - a Gas Pipeline for Baird-Ward Printing Co." certified by William James Stockard, Tennessee Registered Land Surveyor, of Hart-Freeland-Roberts, Inc., dated August 8, 1977, which is attached hereto and made a part hereof as Exhibit C.

3. The Easement shall be for the use, maintenance, inspection, identification, operation, protection, replacement, repair, and removal of a pipeline and appurtenances for the transportation of liquids and/or gases.

4. Grantor further reserves the right of unimpaired access to said pipeline and the right of ingress and egress on, over and through the Real Property at places and by ways and means reasonably designated by Grantee from time to time for any and all purposes incident to the exercise by Grantor of the rights reserved hereunder, subject to the reasonable security procedures established by Grantee.

5. Grantor shall be responsible at its sole cost and expense for maintenance and repair of the pipeline and related facilities within the area of the Easement and Grantor shall restore any damage to the Real Property (including, without limitation, any pavement or similar construction thereon) occasioned by the use, enjoyment, maintenance or repair of the Easement. Furthermore, Grantor shall indemnify and hold Grantee harmless from and against any and all loss, costs, damage, expense or liability suffered as incurred by Grantee or the Real Property as a result of Grantor's use and enjoyment of the Easement and pipeline facilities therein. Grantor shall (except in cases of emergency) give Grantee reasonable advance notice of any maintenance to be performed on the Real Property by Grantor and Grantor shall cooperate with Grantee to minimize any interference with business operations on the Real Property resulting therefrom.

6. Grantee covenants and agrees that it will not impound water or construct buildings, or major structures, on the area encompassed by the Easement, but Grantee shall be entitled to the use of the portion of the Real Property which is subject to the Easement for any and all purposes not inconsistent, and which do not interfere, with Grantor's use and enjoyment of the Easement and the pipeline located therein (permitted uses including, without limitation, pavement of the surface area for use for driveways and parking, landscaping and similar purposes).

7. Grantee shall have the right, at its expense, at any time and from time to time to relocate all or any portion of the Easement so reserved and the gas line therein provided that (i) no such relocation causes any interruption of the service provided by the gas line (or if such relocation cannot be achieved without a temporary interruption in service, such work shall be performed on a schedule reasonably acceptable to Grantor that will minimize, to the extent

reasonably practicable, any resulting interference in the conduct of business operations on the Benefited Tracts, (ii) Grantor shall have been given reasonable prior notice of the relocation and furnished the plans and specifications therefor; (iii) such relocation is performed in accordance with all applicable laws, ordinances, codes, rules and regulations and in a good and workmanlike manner; and (iv) Grantor, shall in connection with the relocation and as a condition to same, be granted a new twenty foot (20') easement across, over and under the Real Property for the relocated gas pipeline and easement on the same terms and conditions as contained herein. Upon satisfaction of the foregoing requirements with respect to the relocation of the Easement and gas pipeline thereon, Grantor shall release its interest in the portion of the Real Property from whence the easement is relocated and otherwise created by the virtue of the Easement reserved hereby.

8. This Easement and the terms, conditions and covenants hereof shall run with the land, shall be an appurtenance to the Benefited Tracts and shall inure to the benefit of and be binding upon the parties, their respective successors, assigns and successors in title. By use and enjoyment of this Easement, Quebecor Printing Dickson, Inc. and any other parties benefited hereby shall be deemed to have agreed to be bound by the terms and provisions hereof.

Grantor does further hereby convey unto Grantee, its successors and assigns, all of Grantor's right, title and interest, if any, in and to that certain easement created by instrument dated September 27, 1948 and recorded at Book 1643, page 603, said Register's Office, such easement also being shown in Plat of record in Book 5060, page 67, said Register's Office, provided, however, such conveyance shall not constitute a release or conveyance of the pipeline Right of Way Easement of record in Book 5185, page 921, said Register's Office, and Grantor expressly hereby reserves such pipeline easement.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed (Grantee doing so for the purpose of granting the Easement herein and agreeing to the covenants imposed on it thereby) as of the 18 day of December, 1995.

QUEBECOR PRINTING (USA) CORP.

By: Robert S. Ventura

Its: U.S. GENERAL COUNSEL

HOME DEPOT U.S.A., INC.

By: K E Lee

Its: KATHRYN E. LEE
Senior Corporate Counsel Real Estate

STATE OF Tennessee
COUNTY OF Davidson

Before me, Loretta B Lane, of the state and county mentioned, personally appeared Robert S Ventura, 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 U.S. Gen. Counsel of the named bargainor, a corporation, and that he as such U.S. Gen. Counsel executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as U.S. Gen. Counsel.

Loretta B. Lane
Notary Public

My Commission Expires: 5/23/98

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STATE OF GEORGIA
COUNTY OF Cobb

Before me, Joanna Paulson, of the state and county mentioned, personally appeared Kathryn S. Lee, 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 the Sr. Corp. Counsel - Real Estate of the named bargainor, a corporation (HOME DEPOT U.S.A., INC.), and that he as such Sr. Corp. Counsel - Real Estate executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Sr Corp. Counsel - Real Estate

NOTARY PUBLIC FULTON COUNTY, GA.

Joanna Paulson
Notary Public

My Commission Expires: MY COMMISSION EXPIRES 1/18/98 Fulton County, Georgia

EXHIBIT A

Being a parcel of land in Nashville, First Civil District, Twenty-Sixth Councilmanic District, Davidson County, Tennessee, located between Powell Avenue and the CSX Transportation Railroad north of and adjacent to Powell Place, and being more particularly described as follows:

BEGINNING at the point of Intersection of the westerly right-of-way of Powell Avenue and the northerly right-of-way of Powell Place, said point being marked by a hole in sidewalk;

THENCE, with said northerly right-of-way of Powell Place and northerly boundary of Lot I shown on First Revision, Nashville Showroom properties of record in Book 5060, page 67, Register's Office of Davidson County, Tennessee S 57° 29' 00" W, 586.92 feet to a point in the east usage line/occupied right-of-way of the CSX Transportation Railroad;

THENCE, with said east usage line/occupied right-of-way being 33 feet distant from and parallel to the centerline of said railroad, N 32° 23' 00" W, 831.79 feet to a point;

THENCE, leaving said railroad with the southerly boundary to Baptist Sunday School Board of record in Book 1814, page 533, Register's Office Davidson County, Tennessee, N 57° 32' 00" E, 604.77 feet to an iron pin in the westerly right-of-way of Powell Avenue as widened by Project No. 67-R-32;

THENCE, with said right-of-way, S 27° 41' 57" E, 448.77 feet to an iron pin;

THENCE, with a curve to the left 372.96 feet to an iron pin, said curve having a radius of 1,482.40 feet, a central angle of 14° 25' 55", a tangent distance of 187.47 feet and a chord of S 34° 54' 25" E, 371.98 feet;

THENCE, continuing with said right-of-way, S 43° 25' 48" E, 12.64 feet to a hole in sidewalk, the point of beginning.

Containing 480,966 square feet or 11.04 acres.

Being the same property conveyed to Quebecor Printing (USA) Corp. by deed from Quebecor Printing Dickson, Inc. of record in Book 9408, page 856, Register's Office of said County.

The foregoing legal description was prepared by Barge, Waggoner, Sumner and Cannon, Inc., Wendell Talley, Sr., R.L.S. No. 785, 162 Third Avenue North, Nashville, Tennessee 37201.

This is improved property known as ____ Powell Avenue, Nashville, Tennessee 37204.

9279.00

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EXHIBIT B

1. Metro taxes for the year 1995, a lien, but not yet delinquent (Map 118-15, parcel 7).

2. Easement for electric power line granted the United States of America for use of Tennessee Valley Authority by Ida Thompson Dickinson and husband, of record in Book 1174, page 101, Register's Office for Davidson County, Tennessee.

3. Easement for electric power line granted the United States of America for use of Tennessee Valley Authority by Joseph H. Thompson, Jr. and wife, of record in Book 1153, page 542, Register's Office for Davidson County, Tennessee.

4. Easement for electric power line granted the United States of America for use of Tennessee Valley Authority by Conn Thompson Harris, et al. of record in Book 1163, page 145, Register's Office for Davidson County, Tennessee.

5. Easement for Spur Tracks of record in Book 1630, page 466; Book 1643, page 603, Book 1723, page 371; and Book 1813, page 205, as such spur tracks are defined on the ALTA/ACSM Land Title Survey Powell Avenue at Powell Place by Wendell H. Talley, Sr., R.L.S. No. 785, dated 8-2-94.

6. Utility Easements of record in Book 1561, page 117; Book 1630, page 466 and Book 1643, page 603, said Register's Office.

7. Title to that portion of the premises, if any, embraced within the charter right-of-way of CSX Transportation.

8. Easement for Water Mains and Appurtenances of record in Book 5904, page 22, said Register's Office.

9. Permanent Drainage Easements of record in Book 8254, page 834, said Register's Office.

10. All matters shown on the ALTA/ACSM Land Title Survey Powell Avenue at Powell Place by Wendell H. Talley, Sr., R.L.S. No. 785, dated 8-2-94.

11. The easements reserved hereby.

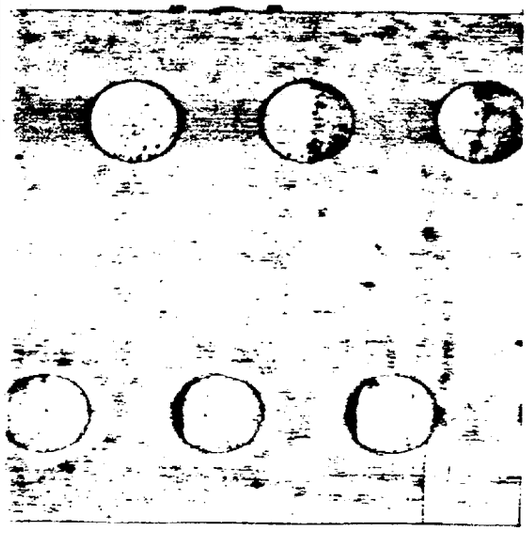
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IDENTIFICATION REFERENCE

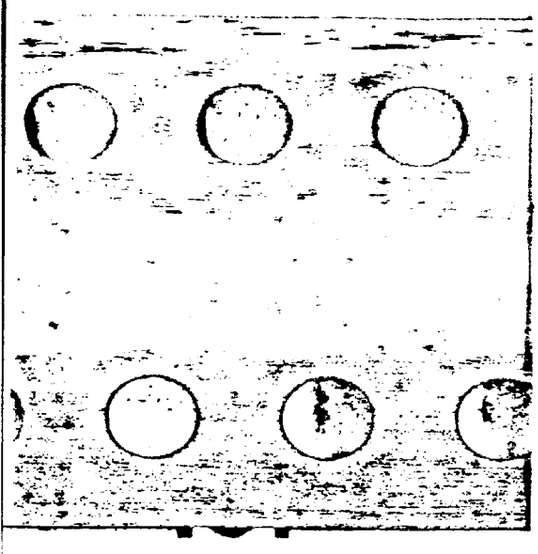
95 DEC 19 AM 11:09
FELIX ... REGISTER
DAVIDSON COUNTY, TN

10039045
12125218

EXHIBIT C

BOOK 9892 PG 492





**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9892 PG 493

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

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|

CAMT
2500000.00
CON TX 9250.00
PRFEE 1.00
WDEED 28.00
TOTAL 9279.00
CHECK 9279.00

12/19/95 01 11:09 0001 9786

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

0133413
IDENTIF. & REFERENCE

95 DEC 19 AM 11:09
FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TN.

**No.** 988211