17-1-377

Register Return to:
Land Title South, Inc.
3326 Aspen Grove Dr.
Suite 400
Franklin, TN 37067

State of Tennessee
County of Williamson

The actual value or consideration, whichever is greater, for this transfer is $ 535,000.00.

Affiant

Subscribed & Sworn to before me, this 8th day of November 2017.

Notary Public

SUSAN HARVILLE
TENNESSEE NOTARY PUBLIC
My Comm Exp. July 16, 2018
COUNTY OF WILLIAMSON

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

**MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 535,000.00**

Bill Garrett Davidson County
Batch# 28111 DEEDWARRSP
11/20/2017 11:42:02 AM 8 pgs
Fees: $43.00 Taxes: $1,979.50

20171120-0118792

SPECIAL WARRANTY DEED

THIS DEED, made this 8th day of November, 2017, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and HIGHPOINT DIVISION PARTNERS, a Tennessee General Partnership, whose mailing address is P.O. Box 1402, Brentwood, Tennessee 37024, hereinafter called "Grantee", 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 FIVE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($535,000.00), 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 Grantee, its successors and assigns, that certain tract or parcel of land situate, lying and being at Nashville, County of Davidson, State of Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.21 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 any way incident or appertaining.

EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

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

Grantor hereby WARRANTS that: (a) SUBJECT TO reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created, determinable by a proper survey or by an inspection thereof, Grantor will forever defend the 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; (b) Grantor will execute such other and further assurances of the same as may be required.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial or commercial purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal

representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by 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 the 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 thereof; 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 guardrails, or the absence thereof.

Prior to commencement of any development or construction on the Premises, Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the northeasterly line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad operating property. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining operating property.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the adjacent railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, 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 railroad operating property or other adjacent lands and facilities of Grantor.

Grantor and Grantee, by acceptance of this deed, hereby covenant and agree that the intent of this deed is only to convey that portion of the Premises located west of the top of the proposed slope and that no portion of the slope area is to be included in this conveyance.

So long as Grantor, its successors, assigns, lessees or licensees has operable railroad track or facilities adjacent to the Premises, Grantee, by acceptance of this deed, for itself, its successors and assigns, hereby covenants and agrees that neither Grantee, nor its successors and assigns or those acting on its behalf, shall engage in construction, maintenance, or work on the Premises within a distance of fifty feet (50') from said operable railroad track or facilities without first

having received written approval by Grantor for such construction, maintenance, and/or work. Upon such approval by Grantor, Grantee:

(i) Shall provide Grantor written notice of Grantee's intention to commence said construction, maintenance, or work at least thirty (30) days in advance of actual commencement;

(ii) Agrees to promptly pay to Grantor, on bills rendered by Grantor, the full amount of all costs and expenses which may be incurred by Grantor in furnishing watchmen, flagmen, inspectors, or other supervisors or personnel deemed necessary to protect Grantor's adjacent operable railroad track or facilities during such construction, maintenance, or work; and

(iii) Shall procure or require any third party contractor performing the construction, maintenance or work to procure and maintain during the period of construction, maintenance or work, at no cost to Grantor, a policy of Railroad Protective Liability (RPL) Insurance naming Grantor or its designee, as named insured and providing coverage in the amount of Grantor's then current limits.

Grantee, its successors and assigns, by acceptance of this deed, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Premises and the adjacent land(s) of Grantor or 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 abatement or reduction structures 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 noise, light, fume or vibration abatement or reduction structures. Grantee assumes all liability and responsibility respecting noise, light, fume or vibration abatement or reduction structures and covenants not to sue Grantor, its successors or assigns for existence of the noise, light, fumes and vibrations from Grantor's operations. Grantee acknowledges that the Grantor's adjacent railroad operation is a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

Said covenant(s) shall run with title to the Premises conveyed, and 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.

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 $535,000.00, including any property exchanged and any financing. Highpoint Division Partners, whose address is P.O. Box 1402, Brentwood, Tennessee 37024, is responsible for taxes.

[THE REMAIDER OF THIS DEED INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

By: Shantel N Davis
Name: Shantel N Davis
Title: VP-Real Estate + Facilities Mgt.

Attest _____ (SEAL)
Secretary

Print Name: STEVEN ARMBRUST
ASST. CORPORATE SECRETARY

STATE OF FLORIDA )
) SS.
COUNTY OF DUVAL )

I, Jennifer Bryan, 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 came Shantel N. Davis (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: she is Vice President - Real Estate and Facilities of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she 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; she signed her name thereto for said corporation pursuant to Board 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 6 day of November, 2017.

My commission expires on:

_____ (SEAL)
Notary Public
Print Name: Jennifer Bryan

JENNIFER BRYAN
Notary Public - State of Florida
My Comm. Expires Dec 10, 2017
Commission # FF 046804

Send tax bills to:
Highpoint Division Partners
P.O. Box 1402
Brentwood, TN 37024

# EXHIBIT A

Description of property at: Nashville, Davidson County, Tennessee
To: Highpoint Division Partners
CSXT Deed File No.: 2017-0742

Being a portion of a parcel of land lying in the 19th Civil District of Davidson County, Tennessee. Said parcel being a portion of the property shown on Tax Map 93-14. Said parcel belonging to CSX Transportation, Inc. It can generally be described as being East of 7th Avenue South, South and West of and adjacent to CSX Railroad, and North of Interstate 40.

Commencing at a set 1/2" iron pin capped "DBS & Assoc." Said Point of Beginning being North 52° 39' 33" East, a distance of 301.7 feet an existing 5/8" rebar capped "GS&P" in the Southwest corner of Lot No. 1 as shown on Instrument No. 20151104-0112440, as recorded in the Register's Office of Davidson County, Tennessee . Said 1/2" set iron pin being in the North property line of the Highpoint Division Partners Property, as recorded in Instrument No. 20151105-0112897, in the Register's Office of Davidson County, Tennessee. Said 1/2" iron pin set being the Southeast corner of herein described tract. Said 1/2" iron pin set also being in the West right of way of the CSX Transportation Inc. property.

Thence, along the CSX Transportation, Inc. property, and with the North boundary line of said Highpoint Division Partners property South 88° 01' 56" West, a distance of 140.00 feet to a 1/2" iron pin set capped "DBS & Assoc." Said 1/2" set iron pin being the Southwest corner of herein described tract.

Thence, continuing with said CSX Transportation Inc. property, and with the Highpoint Division Partners property, North 01° 20' 40" West, a distance of 80.76 feet and continuing with the East boundary line of the Metropolitan Government of Nashville and Davidson County Property as of record in Instrument No. 20140611-0050975 in the Register's Office for Davidson County, Tennessee, a distance of 49.24 feet, for a total distance 130.00 feet to a 1/2 " set iron pin capped "DBS & Assoc." Said 1/2" set iron pin being in the Northwest corner of herein described tract, and being in the Eastern line of said Metropolitan Government of Nashville and Davidson County, property.

Thence, leaving said Metropolitan Government of Nashville and Davidson County property, and along a new severance line through said CSX Transportation, Inc. Property, South 48° 48' 01" East, a distance of 190.01 feet to said Point of Beginning.

Said portion of parcel containing 9099.5 square feet or 0.21 Acres, more or less.

Together with and subject to any easements, covenants, right of ways, and conveyances that are of record and not of record. According to a boundary and topographic survey of the CSX Transportation, Inc. property, stamped by Joshua A. Meeks, TN RLS #2790 of DBS & Associates Engineering, Inc., dated June 26, 2017. This description prepared by Grayson W. Smith, TN RLS# 3003 of DBS & Associates Engineering, Inc., on June 30, 2017.

Being part of the same property conveyed to the Nashville, Chattanooga and St. Louis Rail Way, by deed, from Vernon K. Stevenson and Henrietta V. Stevenson, his wife, dated October 23, 1888, recorded October 30, 1888, of record in Book 117, page 61, Register's Office for Davidson County, Tennessee.

The said Nashville, Chattanooga and St. Louis Railway is now known as CSX Transportation, Inc., a Virginia corporation.