This instrument prepared by
or under the direction of:

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

Bill Garrett Davidson County
Batch# 75005 **DEEDWARRSP**
03/29/2018 03:59:25 PM 13 pgs
Fees: $68.00 Taxes: $13,275.60

20180329-0029727

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SWVP Nashville Park, LLC	NEW OWNER	**Map 093-09-D Parcel 9.0**
(NAME) **12770 El Camino Real, Suite 200**	(NAME)	The property conveyed herein has not yet been issued a parcel identification number
(ADDRESS) **San Diego, CA 92130**	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

THIS DEED, made this 28th day of March, 2018, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and SWVP NASHVILLE PARK LLC, a Delaware limited liability company, whose mailing address is 12770 El Camino Real, Suite 200, San Diego, California 92130, 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 THREE MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 DOLLARS ($3,588,000.00), 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 1.31 acres, more or less.

RESERVING unto Outfront Media LLC, formerly known as CBS Outdoor LLC, formerly known as CBS Outdoor Inc., formerly known as Viacom Outdoor, Inc. formerly known as Infinity Outdoor, Inc., formerly known as Outdoor Systems, Inc., its successors and assigns, an EXCLUSIVE perpetual signboard and utility easement, hereinafter the "Existing Signboard and Utility Easement" for the existing signboard on the Premises as described and shown in Exhibit B, attached hereto and made apart thereto, together with the right to install, maintain, repair, and replace such occupancy, TOGETHER with NON-EXCLUSIVE perpetual unrestricted access over the Premises, hereinafter the "Signboard Access" as described and shown in Exhibit C, attached hereto and made apart hereof, to reach the Existing Signboard and Utility Easement and the right to control view zones necessary to control the Existing Signboard and Utility Easement and with the further right to assign the Existing Signboard and Utility Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Existing Signboard and Utility Easement and/or the rights reserved pursuant thereto.

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.

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) intentionally deleted, (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 western 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 reasonably 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.

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 days 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 covenants 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 $3,588,000.00, including any property exchanged and any financing. SWVP Nashville Park LLC, whose address is 12770 El Camino Real, Suite 200, San Diego, California 92130, is responsible for taxes.

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: _____
Name:
Title:

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 19 day of March, 2018.

My commission expires on:

JENNIFER BRYAN
Notary Public – State of Florida
Commission # GG 155399
My Comm. Expires Dec 10, 2021
Bonded through National Notary Assn.

_____ (SEAL)
Notary Public
Print Name: Jennifer Bryan

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR VALUE OF THE PROPERTY TRANSFERRED, WHICHEVER IS GREATER IS: **$3,588,000.00.**

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28TH DAY OF MARCH, 2018.

NOTARY PUBLIC
MY COMM EXPIRES: 5/6/19

SYLVIA L. ARBOGAST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-06-2019

SYLVIA L. ARBOGAST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-06-2019

EXHIBIT A

Description of property at: Nashville, Davidson County, Tennessee
To: SWVP Nashville Park LLC
CSXT Deed File No.: 2016-1704

Being a tract of land in the central portion of Nashville, Davidson County, Tennessee. Said tract being a portion of a CSX Corridor. Said tract bounded on the north and west by the remainder of the CSX Corridor, on the east by land owned by Uptown Property Holdings LLC as recorded in Instrument # 20151125-0119535, also known as Lots 1 and 2 of the Final Plat of Nashville Yards Subdivision Parcel 1 as recorded in Plat Instrument #20171010-0103766 Registers Office Davidson County, Tennessee (RODC) and on the south by Right-of-Way (R/W) of Broadway. Said Tract being described as follows:

POINT OF BEGINNING being a PK Nail (Old) at the southeast corner of the tract being described, said point having a northing of 665,039.18 and an easting of 1,736,744.73, located at the southwest corner of the Uptown Holdings Property LLC (Lot 1) property and the northerly R/W of Broadway; thence with said R/W of Broadway South 62 Degrees 43 Minutes 49 Seconds West 101.04 feet to a point; thence leaving said R/W of Broadway and running with the remainder of the CSX Corridor North 27 Degrees 00 Minutes 23 Seconds West 255.14 feet to a point; thence continuing with a curve to the right having a radius of 964.52 feet, a central angle of 16 Degrees 27 Minutes 48 Seconds, an arc length of 277.15 feet and a chord bearing and distance of North 19 Degrees 41 Minutes 13 Seconds West 276.19 feet to a point; thence continuing North 10 Degrees 27 Minutes 43 Seconds West 153.69 feet to a point; thence continuing with a curve to the left having a radius of 1250.30 feet, a central angle of 3 Degrees 32 Minutes 37 Seconds, an arc length of 77.33 feet and a chord bearing and distance of North 11 Degrees 33 Minutes 14 Seconds West 77.32 feet to a point in the westerly line of Lot 2 of Nashville Yards Subdivision Parcel 1; thence with said Lot 2 and merging into Lot 1's westerly line South 27 Degrees 07 Minutes 11 Seconds East 750.47 feet to the point of beginning.

Containing 57,213 square feet or 1.31 acres.

Bearings based on Tennessee State Plane Coordinate System (NAD83).

Being part of the same property conveyed to the Nashville Chattanooga Rail Road Company by instruments of record in Book 11, page 418, Book 11, page 488, Book 12, page 259, Book 13, page 68, Book 13, page 313, Book 13, page 573, Book 14, page 430, Book 19, page 38, Book 39, page 600, Book 44, page 78, Book 47, page 172, and part of the same property conveyed to the Nashville Chattanooga and St. Louis Railway corporation by instruments of record in Book 109, page 341, Book 109, page 343, Book 109 page 344. The said Nashville Chattanooga Rail Road Company subsequently changed its name to Nashville Chattanooga and St. Louis Railway Corporation. Title is vested in CSX Transportation, Inc., as successor.

EXHIBIT B

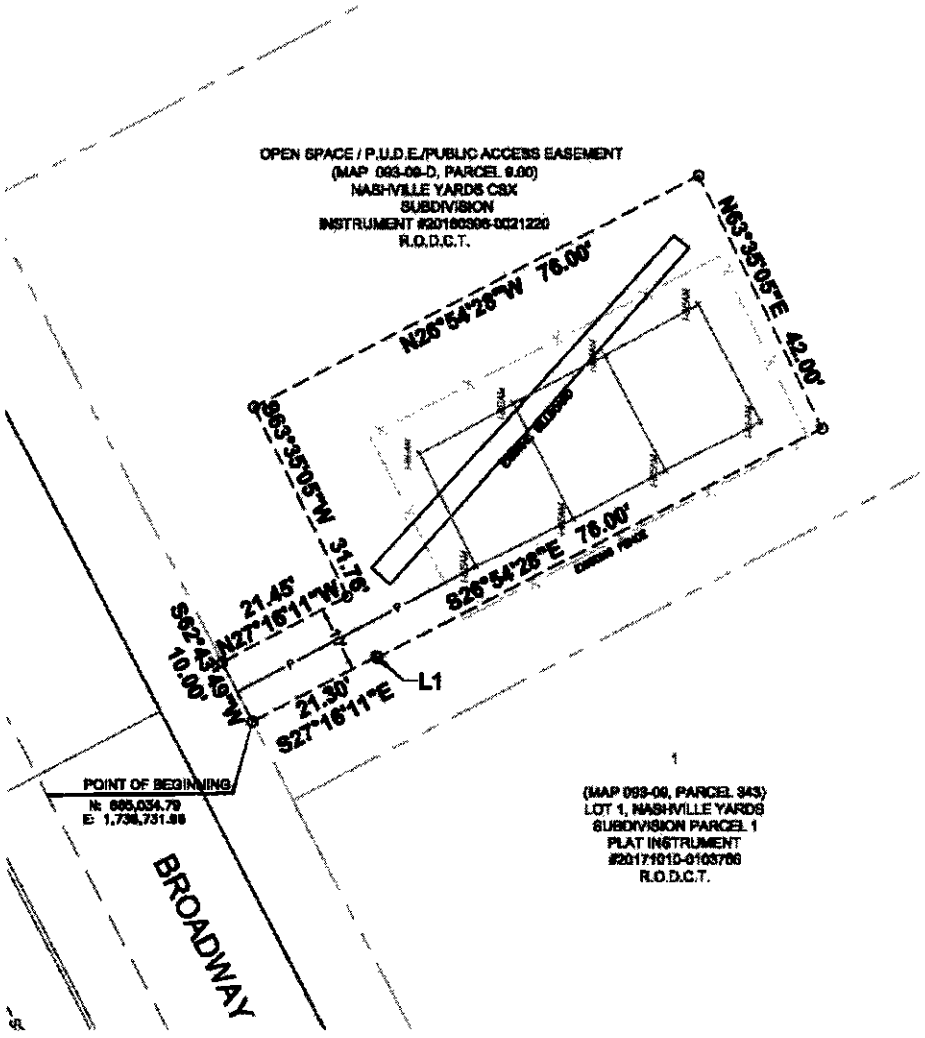
BEING A PROPOSED EASEMENT FOR AN EXISTING BILLBOARD ON A PORTION OF THE EXISTING CSX TRANSPORTATION RAILROAD PROPERTY. SAID EASEMENT LYING IN THE CENTRAL PORTION OF NASHVILLE, TENNESSEE, ALSO KNOWN AS DAVIDSON COUNTY TAX MAP 093-09-D, PARCEL 9.00 AS SHOWN ON THE FINAL PLAT OF NASHVILLE YARDS CSX SUBDIVISION AS RECORDED IN PLAT INSTRUMENT #20180306-0021220 REGISTERS OFFICE DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.). SAID EASEMENT BEING BOUNDED ON THE NORTH, EAST AND WEST BY THE REMAINDER OF SAID CSX PARCEL AND ON THE SOUTH BY RIGHT-OF-WAY OF BROADWAY. EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THE EASEMENT BEING DESCRIBED HAVING A NORTHING OF 665,034.79 AND AN EASTING OF 1,736,731.96; THENCE SOUTH 62 DEGREES 43 MINUTES 49 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 27 DEGREES 16 MINUTES 11 SECONDS WEST 21.45 FEET TO A POINT; THENCE SOUTH 63 DEGREES 35 MINUTES 05 SECONDS WEST 31.76 FEET TO A POINT; THENCE NORTH 26 DEGREES 54 MINUTES 28 SECONDS WEST 76.00 FEET TO A POINT; THENCE NORTH 63 DEGREES 35 MINUTES 05 SECONDS EAST 42.00 FEET TO A POINT; THENCE SOUTH 26 DEGREES 54 MINUTES 28 SECONDS EAST 76.00 FEET; THENCE SOUTH 63 DEGREES 35 MINUTES 05 SECONDS EAST 0.24 FEET TO A POINT; THENCE SOUTH 27 DEGREES 16 MINUTES 11 SECONDS EAST 21.30 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 3,406 SQUARE FEET OR 0.08 ACRES.

Parcel Line Table		
Line #	Length	Direction
L1	0.24	S63° 35' 05"W

0 20 40 60



811
Know what's below.
Call before you dig.

BILLBOARD EASEMENT AREA 3,406 S.F. OR 0.08 AC. +/-

DATE	MARCH 15, 2018
DESIGNED	DBC
DRAWN	SKB
SCALE	1"=20'
JOB NO.	DWG NO.
15-150	0389

BILLBOARD EASEMENT
FOR
UPTOWN PROPERTY HOLDINGS, LLC
19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE

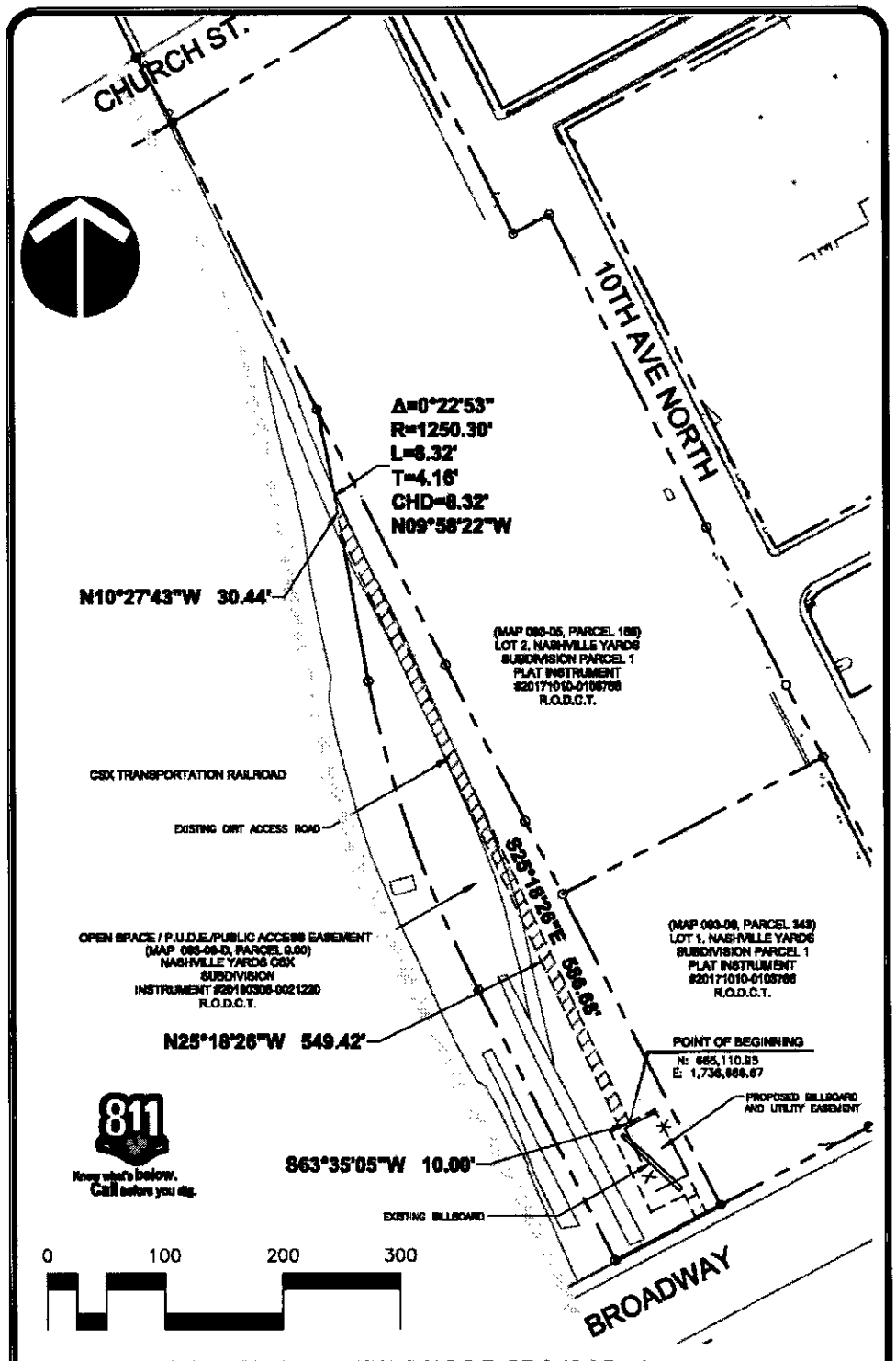
RAGAN•SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
Chattanooga Nashville Murfreesboro

EXHIBIT C

BEING A PROPOSED ACCESS EASEMENT FOR AN EXISTING BILLBOARD ON A PORTION OF THE EXISTING CSX TRANSPORTATION RAILROAD PROPERTY. SAID EASEMENT LYING IN THE CENTRAL PORTION OF NASHVILLE, TENNESSEE, ALSO KNOWN AS DAVIDSON COUNTY TAX MAP 093-09-D, PARCEL 9.00 AS SHOWN ON THE FINAL PLAT OF NASHVILLE YARDS CSX SUBDIVISION AS RECORDED IN PLAT INSTRUMENT #20180306-0021220 REGISTERS OFFICE DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.). SAID EASEMENT BEING BOUNDED ON THE NORTH THE REMAINDER OF THE CSX TRANSPORTATION PROPERTY IN WHICH SAID PARCEL 9.00 WAS SEVERED, ON THE EAST, WEST AND SOUTH BY THE REMAINDER OF SAID CSX PARCEL 9.00 AS MENTIONED ABOVE; ALSO ON THE SOUTH BY A PROPOSED BILLBOARD AND UTILITY EASEMENT (NOT OF RECORD THIS DATE). EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THE EASEMENT BEING DESCRIBED HAVING A NORTHING OF 665,110.95 AND AN EASTING OF 1,736,666.67; THENCE SOUTH 63 DEGREES 35 MINUTES 05 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 25 DEGREES 18 MINUTES 26 SECONDS WEST 549.42 FEET TO A POINT IN THE NORTHERLY LINE OF PARCEL 9.00; THENCE WITH SAID LINE NORTH 10 DEGREES 27 MINUTES 43 SECONDS WEST 30.44 FEET TO A POINT; THENCE CONTINUING WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 8.32 FEET, A RADIUS OF 1250.30 FEET, A CENTRAL ANGLE OF 0 DEGRES 22 MINUTES 53 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 9 DEGREES 58 MINUTES 22 SECONDS WEST 8.32 FEET TO A POINT; THENCE SOUTH 25 DEGREES 18 MINUTES 26 SECONDS WEST 586.68 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 5,682 SQUARE FEET OR 0.13 ACRES.



BILLBOARD ACESS EASEMENT AREA 5,682 S.F. OR 0.13 AC. +/-

DATE:	MARCH 20, 2018
DESIGNED:	DBC
DRAWN:	BKB
SCALE:	1"=100'
JOB NO.	WK. ORDER
15-150	0389

BILLBOARD ACCESS EASEMENT

FOR

UPTOWN PROPERTY HOLDINGS, LLC

19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE

RAGAN SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS