Karen Johnson Davidson County
Batch# 234417 DEEDWARRSP
05/24/2019 11:00:49 AM 9 pgs
Fees: $48.00 Taxes: $3,478.55
20190524-0049388

THIS INSTRUMENT PREPARED BY: Kim R. Bongiovanni Assistant General Counsel Law Department 500 Water Street Jacksonville, Florida 32202 ELIZABETH M. PRESTON NOTARY PUBLIC STATE OF TENNESSEE MONTGOMERY COUNTY	STATE OF Tennessee) COUNTY OF Davidson) The actual consideration or value, whichever is greater, for this transfer is: $940,148.36 Affiant Subscribed and sworn to before me, this 17 day of May, 2019. Notary Public My Commission Expires: 10/14/19

Address New Owner: Fogg Street Investment Partnership, LP 1700 Hayes Street Suite #201, P. O. Box 331606 Nashville, TN 37203	Send Tax Bills to: New Owner	Map Parcel No. To Be Assigned

SPECIAL WARRANTY DEED

THIS DEED, made this 17 day of May, 2019 between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and FOGG STREET INVESTMENT PARTNERSHIP, a limited partnership formed under the laws of Tennessee, whose address is 1700 Hayes Street, Suite #201, P. O. Box 331606, Nashville, Tennessee 37203 (c/o James Roberts), 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 TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, 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 0.178 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 the ownership in and to all existing signal and/or communication poles, wires, guys, etc., within or on the Premises and located generally along or near the eastern line thereof; and RESERVING unto Grantor a perpetual easement to maintain said existing signal and/or communication pole line, wires, guys, etc., and to reconstruct same, or to construct new poles, wires, guys, etc., sufficient in number and type to meet Grantor's present and future communication and/or signal needs, generally along the alignment of said existing pole line, TOGETHER WITH the right of ingress and egress to and from the reserved signal easement.

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, fiber optic facilities, 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 ground level floor of the Premises for any purpose other than industrial or commercial purposes and that the ground level floor of 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. Nothing herein shall preclude the Premises being used for residential purposes where such use is in a multi-level building and such residential use is on a floor above the ground level floor.

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 eastern 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.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope located on the Premises in such a manner as to insure that the slope does not fall, slide or otherwise trespass, upon the railroad tracks, operating corridor, roadbed, or other lands and facilities of Grantor.

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 enter into a construction agreement with Grantor, a draft of which is attached hereto as Exhibit "B";

(ii) 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;

(iii) 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

(iv) 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 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.

[THE REMAINDER OF THIS PAGE 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: _____
Name:
Title:

Attest _____ (SEAL)
Secretary

Print Name: _____

MARK D. AUSTIN
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 13 day of May, 20 19.

My commission expires on:

_____(SEAL)
Notary Public
Print Name: Jennifer Bryan

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

EXHIBIT A

Description of property at: Nashville, Davidson County, TN
To: Fogg Street Investment Partnership
CSXT Deed File No.: 2018-0476

Tract 1

Beginning at a point in the easterly margin of 7th Avenue South, 10.00 feet west of the Northwesterly corner of Lot 1, Section One Hundred Sixteen, Edgehill Estates, as recorded in Plat Book 5060, Page 17, Registers Office of Davidson County, Tennessee;

Thence North 01 deg 55 min 15 sec West 54.39 feet to the point of beginning of Tract 1;

Thence North 01 deg 55 min 15 sec West 68.57 feet to a point;

Thence South 49 deg 29 min 05 sec East 101.61 feet to a point;

Thence South 88 deg 04 min 45 sec West 74.99 feet to the point of Beginning, containing 2,570.99 square feet, or 0.05 acres, more or less.

Tract 2

Beginning at a point in the easterly margin of 7th Avenue South, 10.00 feet west of the Northwesterly corner of Lot 1, Section One Hundred Sixteen, Edgehill Estates, as recorded in Plat Book 5060, Page 17, Registers Office of Davidson County, Tennessee;

Thence North 01 deg 55 min 15 sec West 44.39 feet to a point;

Thence North 88 deg 04 min 45 sec East 85.93 feet to a point;

Thence South 49 deg 29 min 05 sec East 66.48 feet to a point;

Thence South 88 deg 16 min 45 sec West 135.00 feet to the point of Beginning, containing 4,923.86 square feet, or 0.11 acres, more or less.

Tract 3 Old Alley

Beginning at a point in the easterly margin of 7th Avenue South, 10.00 feet west of the Northwesterly corner of Lot 1, Section One Hundred Sixteen, Edgehill Estates, as recorded in Plat Book 5060, Page 17, Registers Office of Davidson County, Tennessee;

Thence North 01 deg 55 min 15 sec West 44.39 feet to the point of Beginning,

Thence North 01 deg 55 min 15 sec West 10.00 feet to a point;

Thence North 88 deg 04 min 45 sec East 74.99 feet to a point;

Thence South 49 deg 29 min 05 sec East 14.82 feet to a point;

Thence South 88 deg 04 min 45 sec West 85.93 feet to the point of Beginning, containing 804.60 square feet, or 0.018 acres, more or less.

BEING part of the same property conveyed to LOUISVILLE & NASHVILLE RAILROAD COMPANY by deed from LOUISVILLE PROPERTY COMPANY, dated June 19, 1913, of record in Book 452, Page 202, said Register's Office.

On December 20, 1982 the LOUISVILLE AND NASHVILLE RAILROAD COMPANY merged into SEABOARD COAST LINE RAILROAD COMPANY, and the name of the surviving corporation changed to SEABOARD SYSTEM RAILROAD, INC. as referenced in Articles of Merger of record in Book 5992, Page 495, said Register's Office. On August 6, 1986, SEABOARD SYSTEM RAILROAD, INC. changed its name to CSX TRANSPORTATION, INC. as referenced in Amended Certificate of Authority of record in Book 6976, Page 81, said Register's Office.