Karen Johnson Davidson County
Batch# 580043 DEEDWARRSP
03/01/2021 08:25:30 AM 9 pgs
Fees: $48.00 Taxes: $19,835.70
20210301-0025035

Prepared by:
John W. Julian, Esq.
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, Illinois 60045

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL:
Eleven North Parcel, LP 900 North Michigan Avenue Suite 1450 Chicago, Illinois 60611	Eleven North Parcel, LP 900 North Michigan Avenue Suite 1450 Chicago, Illinois 60611	093 05 0 205.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 12th day of February, 2021, by **W.W. GRAINGER, INC.**, an Illinois corporation, whose address is 100 Grainger Parkway, Lake Forest, Illinois 60045, as GRANTOR, to **ELEVEN NORTH PARCEL, LP**, a Delaware limited partnership, having a mailing address of 900 North Michigan Avenue, Suite 1450, Chicago, Illinois 606117, as GRANTEE.

Witness that Grantor, for the sum of Five Million Three Hundred Sixty-one Thousand and no/100 Dollars ($5,361,000.00) and other good and valuable consideration, paid in hand at and before the sealing and delivery of this instrument, the receipt of which is acknowledged, grants to Grantee all the real property located in Davidson County, Tennessee hereinafter designated as the "Premises" and being more particularly described as:

> Being a parcel of land in the Urban Services District within the Nineteenth Councilmanic District of Metropolitan Nashville-Davidson County, Tennessee.
>
> Being more particularly described as Lot 1B as shown on the plan of Resubdivision of Lot 1, Section One, The Gulch of record in Instrument No. 20210204-0016377, R.O.D.C., said plan being referenced for a more particular description of said lot.
>
> Being a part of the same property conveyed by Warranty Deed dated November 24, 1992 from CSX Transportation, Inc. to W.W. Grainger, Inc. recorded in Book 8921, Page 284, in the Register of Davidson County, Tennessee.

together with all tenements, hereditaments and appurtenances thereto; subject to those matters set forth in Exhibit A attached hereto and incorporated herein by reference (the "Permitted Exceptions").

This is unimproved property located behind 1021 Dr. Martin L. King, Jr. Boulevard, Nashville, Tennessee.

To have and to hold, all and singular, the Premises aforementioned unto said Grantee, its successors and assigns, forever.

SUBJECT, however, to the following reservations and covenants set forth in that certain Warranty Deed dated November 24, 1992 from CSX Transportation, Inc. to W.W. Grainger, Inc. recorded in Book 8921, Page 284, in the Register of Davidson County, Tennessee:

EXCEPTING unto CSX Transportation, Inc. ("CSX"), ownership in and to all tracks located on the Premises; and RESERVING unto CSX an easement fifteen (15) feet in width, more particularly described on Exhibit B, attached hereto and incorporated herein, for the continued location, maintenance, use, repair, replacement and removal of said trackage; TOGETHER WITH the right of ingress and egress to and from said trackage until removal. Said easement shall automatically terminate and all title in the Premises vest in Grantee upon cessation of use and removal of said trackage by CSX.

FURTHER RESERVING unto CSX, its successors and assigns, an easement, more particularly described in Exhibit C, attached hereto and incorporated herein, for purposes of ingress and egress to CSX's remaining land located southerly of the Premises.

Grantee, by the acceptance hereof, hereby covenants and agrees that CSX 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 CSX or of any other company affiliated with CSX; 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.

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 to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said CSX's drainage system or upon the right-of-way or other lands and facilities of CSX. If said 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-CSX owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other adjacent lands and facilities of CSX.

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 the Premises through Grantee.

Furthermore, in the event a residential development is constructed on the Premises, such construction shall utilize only noise reducing windows with a sound transmission class (STC) of twenty-eight (28) or greater for all windows located within one hundred (100) feet of any building then located on the property remaining in title to Grantor ("Remainder Property"), such Remainder Property being legally described on Exhibit D attached hereto and made a part hereof. The foregoing restriction shall expire and terminate if the Remainder Property is no longer owned by Grantor or its affiliates.

Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

W.W. GRAINGER, INC., an Illinois corporation, Grantor

By: _____
Donald Hansen
Senior Manager, Real Estate

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DONALD HANSEN, personally known to me to be the Senior Manager, Real Estate of W.W. GRAINGER, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Manager, Real Estate, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation; for the uses and purposes therein set forth.

Given under my hand and Official Seal, this 11th day of February, 2021.

_____
Notary Public

My Commission Expires: 1-15-2023

DAWN ROTHERMEL
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 15, 2023

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,361,000.00.

Affiant

Subscribed and sworn to before me this 10th day of February, 2021.

Notary Public

My Commission Expires: 5-8-2022

LINDA J. BOGGESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 2, 2022

EXHIBIT A

Permitted Exceptions

1. **All matters set forth per Plat Instrument 20210204-0016377, Register's Office for Davidson County, Tennessee.**

2. **Restrictions and Easements of record in Book 8921, Page 283, Register's Office for Davidson County, Tennessee.**

3. **Easement for Storm Drainage System and Underground Footings of record in Book 1291, Page 266, Register's Office for Davison County, Tennessee.**

4. **County of Davidson taxes for the year 2022 and subsequent years, a lien not yet ascertainable, due or payable.**

5. **Access and Utility Easement of record in Instrument 20201218-0150415, Register's Office for Davidson County, Tennessee.**

6. **Declaration of Use Restriction affecting the Premises recorded by W.W. Grainger, Inc. contemporaneously herewith in the Register's Office for Davidson County, Tennessee.**

7. **All matters shown on that certain ALTA/NSPS Land Title Survey prepared by James M. Overfelt, TN RLS #1634, Barge Design Solutions, Inc., 615 Third Avenue South, Ste. 700, Nashville, TN 37210, dated 10/05/2020 and last revised 02/11/2021 and designated as File #3730400.**

EXHIBIT B

Description of track easement at: Nashville, Tennessee
Retained by: CSX Transportation, Inc.
CSXT Deed File No.: 1992-00774-NEG

BEGINNING at an existing 'V' cut in the concrete walk in the southerly line of Charlotte Pike, being the northeast corner of lands now or formerly of Polar Refrigerated Services, Inc. (Bk. 1291, Pg. 226, Bk. 2246, Pg. 139, Bk. 3132, Pg. 557 R.O.D.C.); thence with the southerly line of Charlotte Pike, North 61° 45' 32" East 15.08 ft. to a point; thence South 34° 19' 59" East 418.76 ft. to a point in the southerly line of the PREMISES described on Exhibit A; thence with the southerly line of the PREMISES, South 57° 02' 03" West 15.01 ft. to a new iron pin in the easterly line of the Polar Refrigerated Services lands; thence with said lands, North 34° 19' 59" West 420.00 ft. to the POINT OF BEGINNING; Containing 6,291 square feet, more or less.

EXHIBIT C

Description of access easement at: Nashville, Tennessee
To: CSX Transportation, Inc.
CSXT Deed File No.: 1992-00774-NEG

BEGINNING at the southeast corner of the PREMISES described on Exhibit A; thence with the southerly line of the PREMISES, South 57° 02' 03" West 27.29 ft. to a point; thence North 09° 18' 23" West 85.08 ft. to a point in the easterly line of the PREMISES; thence with the easterly line of the PREMISES, South 27° 56' 37" East 78.23 ft. to the POINT OF BEGINNING; Containing 1,064 square feet, more or less.

4841-2647-4203.4
Nashville, TN/513-excess

EXHIBIT D

Legal Description of Grantor's Remainder Property

Being a parcel of land in the Urban Services District within the Nineteenth Councilmanic District of Metropolitan Nashville-Davidson County, Tennessee.

Being more particularly described as Lot 1A as shown on the plan of Resubdivision of Lot 1 Section One, The Gulch of record in Instrument No. 20210204-0016377, R.O.D.C., said plan being referenced for a more particular description of said lot.

Being a part of the same property conveyed by Warranty Deed dated November 24, 1992 from CSX Transportation, Inc. to W.W. Grainger, Inc. recorded in Book 8921, Page 284 in the Register of Davidson County, Tennessee.

4841-2647-4203.4
Nashville, TN/513-excess

True Copy Certification

I, Sandra S. Jackson, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Sandra S. Jackson

State of Tennessee

County of Rutherford

Personally appeared before me, Robyn DuBray, a notary public for this county and state, Sandra S. Jackson, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Robyn DuBray, Notary

My commission Expires: 1-19-2025

ROBYN DUBRAY
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires