QUITCLAIM DEED

Davidson County DEEDQC
Recvd: 12/18/15 16:17 12 pgs
Fees:63.00 Taxes:9250.00
20151218-0127569

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $2,500,000.00.

Affiant

Subscribed and sworn to me on December 18, 2015.

NOTARY PUBLIC

My Commission Expires: 9-11-17

DIANNE R. SIMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY:

John Cobb Rochford, Attorney-at-Law
2200 Abbott Martin Rd., Suite 201
Nashville, Tennessee 37215

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
The Trust for Public Land 202 Tremont St. Chattanooga, TN 37402	SAME	09312001600, 09311011000, 09311011100, 09311011200 & 09311024300

THIS DEED (this "Deed") is made and entered into as of this 18th day of December, 2015 (the "Effective Date"), by and between Greenfield Environmental Multistate Trust, Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust ("Grantor"), with a principal address of 1928 Eagle Crest Drive, Draper, UT 84020 and The Trust for Public Land, a California non-profit corporation (including, without limitation, its successors and assigns, "Grantee"), with a principal address of 202 Tremont Street, Chattanooga, TN 37402.

Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee, Grantor's right, title and interest, if any, in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Davidson and State of Tennessee, to wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

SUBJECT, HOWEVER, in all instances to the terms and conditions of this Deed and to any and all covenants, conditions, restrictions, easements, encumbrances and other matters of record or fact, any state of facts or exception which an accurate survey or inspection of the Property would show, any present and future laws, including zoning regulations, special assessments now or hereafter becoming a lien, and general real estate taxes for the year first written above and all prior and subsequent years.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever.

The foregoing conveyance is made further subject to the following terms and conditions, each of which have been agreed to by Grantee:

1. Conveyance of Property.

Grantee expressly acknowledges and agrees that, except as may be expressly stated in paragraph 4(b) hereafter, no representations, warranties, covenants, guaranties or promises of any kind, express or implied, have been made by Grantor or Grantor's agents or representatives to Grantee or to the agents or representatives of Grantee with respect to the Property, and that any statements whatsoever made by Grantor or Grantor's agents or representatives to Grantee or to Grantee's agents or representatives are not material and have not been relied upon by Grantee in any way whatsoever. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS." Grantor hereby expressly disclaims any and all representations or warranties as to: (i) the Property's compliance with any and all federal, state or local laws, rules, regulations, ordinances or other requirements, including, without limitation, any such laws or other requirements with respect to the maintenance and/or removal of improvements, if any, on the Property, (ii) legal access from the Property to any public road, (iii) the existence, attainability, or the cost of, potable water, wells, an irrigation system, sanitary sewerage disposal or a septic tank system, electricity, gas, telephone or other utilities at or on the Property, (iv) restrictions on usage of the Property imposed by any governmental authority or the suitability of the Property as a developable or useable site for any purpose, (v) the acreage or square footage of the Property, (vi) the fitness or value of the Property, and (vii) the status of title to the Property.

2. Environmental Condition of the Property.

(a) No Representations or Warranties. Without limiting the provisions of paragraph 1 above in any way, Grantor makes no representations, warranties or covenants of any kind, express or implied, with respect to the environmental condition of the Property or the Property's compliance with Environmental Laws (as defined hereafter). Grantee hereby assumes, and shall be solely responsible for, all environmental matters affecting or arising in connection with the Property, including, without limitation, the Property's compliance with all Environmental Laws and the presence of any Hazardous Substances (as defined hereafter), if any, on, in, under, or migrating from or otherwise attributable to the Property. "Environmental Laws" means any past, present, or future federal, state, or local laws, statutes, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Substances, or any other activities or conditions which impact or relate to the environment or nature. "Hazardous Substances" means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste.

(b) Release. Grantee, for Grantee and Grantee's successors and assigns, including, without limitation, each present and future fee owner, ground lessee, and tenant of all or any portion of the

Property (collectively, "Grantee Parties") hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State in which the Property is located (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Grantor Parties") from and against, and irrevocably and unconditionally waive, all Claims (as defined below) and liability against the Grantor Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Property, whether arising or accruing before, on or after the Effective Date, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Property. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

(c) Covenant Not to Sue. Grantee, for itself and for each of the other Grantee Parties, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Party in any action, suit or proceeding which has been or could be brought by or against any of the Grantee Parties to the extent the same relates to or arises in any way out of the Property.

(d) Indemnity. Grantee, but only with respect to the period Grantee shall have a fee or leasehold interest in the Property, agrees at its sole cost and expense to defend, hold harmless and indemnify Grantor and each of the other Grantor Parties from and against any and all Claims, and any and all costs that may at any time be imposed upon, incurred by or asserted or awarded against Grantor and/or any Grantor Parties, that (i) relate to or arise from the Property, and (ii) are caused by events or conditions in, at, under or about the Property, including, without limitation, Hazardous Substances and/or any violation of Environmental Laws. Grantee shall, upon assuming the defense of any Claim, control the conduct of the defense, settlement and choice of counsel and experts, provided that Grantee reasonably demonstrates to Grantor its ability to pay the costs of such defense and an adverse judgment on such Claim.

3. Transaction Costs. Grantee agrees to pay all recording fees and costs, all survey costs, all title commitment and title insurance premiums, all mortgage taxes or intangible taxes, all transfer taxes or revenue stamps incidental to the recordation of this Deed, as well as any mortgage or related instrument recorded in connection with this conveyance, and any and all other costs and expenses of Grantee arising out of or relating to this transaction. Any and all state, county and municipal sales taxes due and payable as a result of the conveyance shall promptly be paid by Grantee. To the extent the law requires Grantor to collect and remit such taxes, then Grantee shall pay such taxes to Grantor on the Effective Date. Grantee shall file all ancillary documents required to be filed in connection with this conveyance in order to fully and completely comply with all applicable laws, customs, practices and standards in the jurisdiction where the Property is located. All of the above costs and expenses shall be made by Grantee without deduction or set-off of any kind from the purchase price for the Property.

4. Representations.

(a) Grantee Representations. Grantee hereby represents and warrants that:

Grantee is a California non-profit corporation , duly organized, validly existing and in good standing under the laws of the State of California;

Grantee, acting through its duly empowered and authorized Division Legal Director_, has all necessary power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Deed and to perform its obligations hereunder;

Grantee is duly authorized to execute and deliver, acting through its duly empowered and authorized Division Legal Director, and perform this Deed and all documents and instruments and transactions contemplated hereby or incidental hereto;

Grantee has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission against Grantor or lien or claim against the Property;

Grantee (i) is not the subject of a voluntary or involuntary petition for relief under the U.S. Bankruptcy Code or the laws of any other jurisdiction and is not the subject of any proceeding in any court wherein the relief requested or sought against Grantee includes a receivership, assignment for the benefit of creditors, or other insolvency proceeding; (ii) has no present intention, as of the date hereof, of filing any bankruptcy or insolvency proceeding for protection from its creditors; (iii) is able to pay its debts in the ordinary course as they become due; and (iv) is solvent, and shall be solvent immediately after the effectuation of the transactions contemplated by this Deed; and

Grantee is not now, nor ever has been, owned by or affiliated with Kerr-McGee, Tronox, Inc. or any of their related or affiliated entities.

(b) Grantor Representations. Upon Grantor's execution of this Deed, Grantor represents and warrants that it has received the approvals from the Grantor's beneficiaries to sell and transfer the Property to Grantee pursuant to this Deed.

5. Miscellaneous. This Deed, and the covenants, representations, warranties, and indemnities contained and created herein, shall run with the land and shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. Nothing in this Deed shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor, and its related parties, under that certain Consent Decree and Environmental Settlement Agreement entered in the Tronox bankruptcy in the United States Bankruptcy Court for the Southern District of New York (Case No. 09-10156 (ALG)). The obligations, representations, warranties, covenants, agreements, acknowledgements and indemnities of Grantee set forth in this Deed shall survive the recording of the Deed and the transfer of the Property from Grantor to Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the Effective Date.

GRANTOR:
Greenfield Environmental Multistate Trust LLC,
not individually but solely in its representative
capacity as Trustee of the Multistate Environmental
Response Trust
By: Greenfield Environmental Trust Group, Inc., Member

Name: Marc Weinreich
Title: Vice President

GRANTEE:

The Trust for Public Land, a California non-profit corporation

By:
Name: Peter Fodor
Title: Division Legal Director

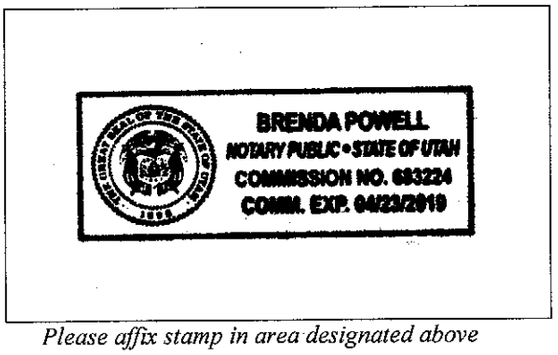
Notary page for Grantor:

State of Utah)
)ss.
County of Salt Lake)

On this 17th day of December, 2015, before me appeared Marc Weinreich, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Greenfield Environmental Trust Group, Inc., Member of Greenfield Environmental Multistate Trust LLC, Trustee of the Multistate Environmental Response Trust, and that said instrument was signed in behalf of said trust, by authority of its Trustee; and acknowledged said instrument to be the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public
Name:
My commission expires: April 23, 2019



Please affix stamp in area designated above

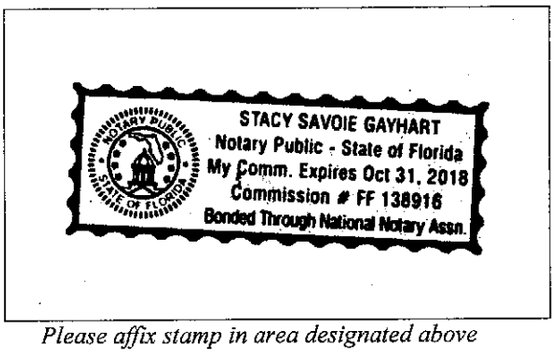
Notary page for Grantee:

State of Florida)
)ss.
County of Leon)

On this 18th day of December, 2015, before me appeared Peter Fodor, to me personally known, who, being by me duly sworn, did say that [she/he] is the Division Legal Director of The Trust for Public Land, and that said instrument was signed in behalf of said entity, by authority of its Board of Directors; and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public
Name: Stacy S. Gayhart
My commission expires: 10-31-2018



Please affix stamp in area designated above

EXHIBIT A
The Property

Five tracts or parcels of land in the 19th Council District of Davidson County, Tennessee, lying west of and adjacent to Interstates 24 & 40, north and south of and adjacent to the Nashville & Eastern Railroad, on the waters of the Cumberland River, and being more particularly described as follows:

Tract 1:

Beginning at an iron pin (set) on the westerly right-of-way of Interstates 24 & 40 of record at the State of Tennessee Department of Highways and Public Works, Project I-40-4 (4) 209 Sheets 4 & 5, said point being the northeast corner of Tract 4;

Thence leaving said right-of-way with the northerly boundary of said Tract 4 N 74°42'08" W a distance of 109.86' to a point;

Thence with the westerly boundary of said Tract 4 S 15°05'01" W a distance of 161.37' to an iron pin (found) on said westerly interstate right-of-way;

Thence with said right-of-way N 83°39'47" W a distance of 63.35' to a PK Nail (set), said PK Nail being the east most corner of an unnamed Tract conveyed to Triangle Refineries, Inc. of record in Book 4354, Page 624 in the Register's Office for Davidson County (R.O.D.C.);

Thence leaving said right-of-way with the northerly boundary of said unnamed Tract N 71°29'04" W a distance of 84.20' to a point in the northerly right-of-way of an unimproved 20' wide alley (status unknown);

Thence with said right-of-way N 71°29'04" W a distance of 79.58' to an iron pin (found) at the southeast corner of Tract 1-State of Tennessee property of record in Book 1224, Page 74 R.O.D.C.;

Thence leaving said alley with the northeast boundary of said State of Tennessee property N 23° 22'28" W a distance of 254.60' to a PK Nail (set) at the intersection of the east right-of-way of unimproved Lime St. (Status Unknown) and the south right-of-way of unimproved Sycamore St. (Status Unknown);

Thence with said Sycamore St. right-of-way N 71°29'04" W a distance of 50.00' to a PK Nail (set) in the east line of the State of Tennessee property of record in Book 48 Page 159 R.O.D.C.;

Thence with said east line N 21°38'08" E a distance of 70.00' to a point;

Thence N 70°16'12" W a distance of 47.00' to a point at the intersection of two older rock walls, said point being in the easterly boundary of the M.D.H.A. property of record in Instrument Number 20040910-0109560 R.O.D.C.;

Thence with said easterly boundary, along the east face of a rock wall of Record in Book 437, Page 206 R.O.D.C. N 24°32'36" E a distance of 142.93' to a point in the southerly right-of-way of the Nashville & Eastern Railroad Authority of record in Book 6978, Page 401 R.O.D.C.;

Thence with said right-of-way for the next six (6) calls to points as follows:
S 65°42'07" E a distance of 15.54' to a point;

S 58°18'30" E a distance of 85.90' to a point;

Along a 1482.69' radius curve to the left with an arc length of 191.21', having a chord bearing and distance of S 62°00'10" E, 191.07' to an iron pin (set);

S 27°06'23" W a distance of 10.01' to an iron pin (set);

Along a 1492.69' radius curve to the left for an arc length of 176.58', having a chord bearing and distance of S 69°04'02" E, 176.48' to a PK Nail (set);

S 72°28'36" E a distance of 166.96' to an iron pin (set) in the above mentioned westerly interstate right-of-way;

Thence leaving said railroad right-of-way with said interstate right-of-way for the next three (3) courses and distances to iron pins (set) as follows:

S 13°55'24" W a distance of 112.40';

N 74°20'05" W a distance of 40.02';

S 49°23'53" W a distance of 47.63' to the point of beginning containing an area of 159,460 square feet or 3.661 acres, more or less according to a survey performed by Civic Engineering & IT, Inc. Todd M. Fowlkes TN RLS #2125 dated August 8, 2015.

Tract 2:

Beginning at an iron pin (set) on the northerly right-of-way of the Nashville & Eastern Railroad Authority of record in Book 6978, Page 401 R.O.D.C., said point being the southwest corner of Tract 3;

Thence with said right-of-way for the next two (2) calls to iron pins (set) as follows:

N 58°18'30" W a distance of 102.10';

Along a 1290.02' radius curve to the left for an arc length of 197.90' having a chord bearing and distance of N 62°42'12" W, 197.71' to an iron pin (set);

Thence N 16°55'34" E, passing an iron pin witness corner (set) at a distance of 35.00' and continuing on for a total distance of 90' (by deed) to the un-monumented low water line of the Cumberland River;

Thence following said low water line S 84°41'10" E a distance of 300.00' to the un-monumented northwest corner of Tract 3. The low water line being referenced by a witness line beginning at the above mentioned "witness corner" and thence S 80°36'10" E a distance of 296.17' to an iron pin witness corner (set) in the westerly boundary of Tract 3;

Thence leaving said low water line with the westerly boundary of Tract 3 S 17°06'34" W, passing an iron pin (set) witness corner at a distance of 76.6' more or less and continuing on 135.42' (having a total deed distance of 212') to the point of beginning containing an area of 43,049 square feet or 0.988 acres, more or less according to a survey performed by Civic Engineering & IT, Inc. Todd M. Fowlkes TN RLS #2125 dated August 8, 2015.

Tract 3:

Beginning at an iron pin (set) on the northerly right-of-way of the Nashville & Eastern Railroad Authority of record in Book 6978, Page 401 R.O.D.C., said point being the southeast corner of Tract 2;

Thence with the easterly boundary of Tract 2 N 17°06'34" E, passing an iron pin witness corner (set) at a distance of 135.42' and continuing on for a total distance of 212' (by deed) to the un-monumented low water line of the Cumberland River;

Thence with said low water line for the next three (3) courses and distances to points as follows:

S 84°33'53" E a distance of 102.84';

N 88°55'25" E a distance of 300' (by deed)';

N 85°33'22" E a distance of 423.84' to an un-monumented corner. The low water line being referenced by a witness line beginning at the above mentioned "witness corner" and running approximately 75' south of and parallel with the low water line for the next three (3) courses and distances to iron pins (set) as follows:

S 84°33'53" E a distance of 122.60';

N 88°55'25" E a distance of 306.47';

N 85°33'22" E a distance of 471.05' to an iron pin witness corner (set) corner in the westerly boundary of the Peter H. Curry Trustee property of record in Book 8449, Page 164 R.O.D.C.;

Thence leaving said low water line with the west boundary of said Curry property and the westerly right-of-way of Interstates 24 & 40 of record in Book 2903, Page 193 R.O.D.C. S 35°24'36" E, passing an iron pin witness corner (set) at a distance of 87.5' more or less and continuing on 252.53' (having a total deed distance of 340') to an iron pin (set);

Thence continuing with said right-of-way S 13°55'24" W a distance of 62.90' to an iron pin (set), said iron pin being the northeast corner of the ICM Foundation, Inc. property of record in Instrument Number 20030429-0057411 R.O.D.C.;

Thence leaving said right-of-way with the northerly boundary of said ICM Foundation, Inc. property N 89°24'30" W a distance of 384.99' to an PK Nail (set), said PK Nail being the northeast corner of Tract 5;

Thence with the northerly boundary of said Tract 5 N 89°24'30" W a distance of 526.43' to an iron pin (set) in the northerly right-of-way of the above mentioned Nashville & Eastern Railroad Authority;

Thence with said right-of-way N 58°18'30" W a distance of 185.40' to the point of beginning containing an area of 296,259 square feet or 6.801 acres, more or less according to a survey performed by Civic Engineering & IT, Inc. Todd M. Fowlkes TN RLS #2125 dated August 8, 2015.

Tract 4:

Beginning at an iron pin (found) on the westerly right-of-way of Interstates 24 & 40 of record at the State of Tennessee Department of Highways and Public Works, Project I-40-4 (4) 209 Sheets 4 & 5, said iron pin being a southeast corner of Tract 1;

Thence leaving said right-of-way with the easterly boundary of said Tract 1 for the next two (2) courses and distances as follows:

N 15°05'01" E a distance of 161.37' to a point;

S 74°42'08" E a distance of 109.86' to an iron pin (set) in said westerly interstate right-of-way;

Thence with said right-of-way S 49°23'53" W a distance of 194.87' to the point of beginning containing an area of 8,864 square feet 0.204 acres, more or less according to a survey performed by Civic Engineering & IT, Inc. Todd M. Fowlkes TN RLS #2125 dated August 8, 2015.

Tract 5:

Beginning at an PK Nail (set) in the center of Anthes Drive on the northerly right-of-way of the Nashville & Eastern Railroad Authority of record in Book 6978, Page 401 R.O.D.C., said PK Nail being the southwest corner of the ICM Foundation, Inc. property of record in Instrument Number 20030429-0057411 R.O.D.C.;

Thence with said right-of-way for the next two (2) calls to points as follows:

Along a 1382.69' radius curve to the right for an arc length of 161.40' having a chord bearing and distance of N 61°39'09" W 161.31' to an iron pin (set);

N 58°18'30" W a distance of 412.20' to an iron pin (set), said iron pin being in the southerly boundary of Tract 3;

Thence leaving said right-of-way with said southerly boundary S 89°24'30" E a distance of 526.43' to a PK Nail (set) in the center of Anthes Drive at the northwest corner of the above mentioned ICM Foundation, Inc. property;

Thence with the westerly boundary of said ICM Foundation, Inc. property S 06°40'53" W a distance of 289.67' to the point of beginning containing an area of 78,009 square feet 1.791 acres, more or less according to a survey performed by Civic Engineering & IT, Inc. Todd M. Fowlkes TN RLS #2125 dated August 8, 2015.

The five tracts described above being the same property conveyed to Greenfield Environmental Multistate Trust, LLC of record as Instrument Number 20110308-0018442 and corrected as Instrument Number 20131104-0114331 in the Registers Office of Davidson County, Tennessee.

Certificate of Authenticity

I, John Cobb Rochford, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Brenda Zitzman, a notary public for this county and state, John Cobb Rochford, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

BRENDA ZITZMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary's Signature

My Commission Expires: 11-6-2017