This instrument prepared by
or under the direction of:

Bill Garrett Davidson County
Batch# 21503 DEEDQC
11/02/2017 02:41:30 PM 8 pgs
Fees: $43.00 Taxes: $536.50
20171102-0112689

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

Send Tax Bills to:

57th Avenue North LLC
421 East Iris Drive, Suite 300
Nashville, TN 37204

Map and Parcel

N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1st 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 57TH AVENUE NORTH, LLC, a Tennessee Limited Liability, whose address is 421 E Iris Drive, Nashville, Tennessee, 37204, 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 ONE HUNDRED FORTY FIVE THOUSAND AND NO/100 DOLLARS ($145,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to 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 0.392 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; 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.

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, 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 acknowledges that this deed is made upon Grantee's solicitation and request, and was not in any way initiated by Grantor. Grantor does not represent or warrant to Grantee any ownership or estate in the Premises or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of

the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

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 $145,000.00, including any property exchanged and any financing. 57TH AVENUE NORTH, LLC, whose address is 421 E Iris Drive, Nashville, Tennessee, 37204, is responsible for taxes.

[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: Shantel N. Davis
Title: Vice President
Real Estate and Facilities

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 30 day of October, 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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $145,000.00.

_____
Affiant

Subscribed and sworn to before me this 1st day of November, 2017.

_____
Notary Public
My Commission Expires: 1/17/21

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A

Description of property at: Nashville, Davidson County, Tennessee
To: 57th Avenue North, LLC
CSXT Deed File No.: 2017-1282

TRACT I:

Land located in the First Civil District of Nashville, Davidson County, and described according to a survey by Rocky L. Montoya, Surveyor License No. 697 and dated July 18, 2017, as follows:

BEGINNING at an iron rod (new) in the South margin of Ohio Avenue, the East margin of 60th Avenue North; thence, along the South margin of Ohio Avenue, North 89 degrees 25 minutes 33 seconds East 16.84 feet to an iron rod (new) said point being the Northwest corner of Jeffrey N. Kinman, as of record in Instrument No. 20130806-0082530, Register's Office for Davidson County, Tennessee, the Northeast corner of this lot; thence, leaving the South margin of Ohio Avenue along the common line of this lot and Jeffry N. Kinman, South 00 degrees 24 minutes 52 seconds West 162.01 feet to an iron rod in the North line of Renaissance Stone Cutting, LLC, as of record in Instrument No. 20170519-0050133, said Register's Office, the Southwest corner of Jeffrey N. Kinman, the Southeast corner of this lot; thence, with Renaissance Stone Cutting, LLC and the South line of this lot, South 89 degrees 33 seconds 36 minutes West 131.48 feet to an iron rod (old) in the East margin of 60th Avenue North, the Southwest corner of this lot; thence, with the East margin of 60th Avenue North, 35 degrees 25 minutes 06 seconds East 199.82 feet to the POINT OF BEGINNING, containing 12,010 square feet, 0.28 acres more or less.

TRACT II:

Land located in the First Civil District of Nashville, Davidson County, and described according to a survey by Rocky L. Montoya, Surveyor License No. 697 and dated July 18, 2017, as follows:

BEGINNING at an iron rod (new) in the South margin of Ohio Avenue, the East margin of 60th Avenue North; thence, along the East margin of 60th Avenue North South 35 degrees 25 minutes 06 seconds West 144.95 feet to a point; thence, leaving said East margin along the West line of lot 1624 on the plat of The Plan No. 2 of West Nashville, as of record in Plat Book 57, Page 172, Register's Office for Davidson County, Tennessee, North 00 degrees 24 minutes 57 seconds East 117.30 feet to a point, said point being the Northwest corner of the original Lot No. 1624; thence, along the north line of Lots 1624, 1622, 1620 and 1618 North 89 degrees 25 minutes 33 seconds East 83.16 feet to the POINT OF BEGINNING containing 4,876 square feet or 0.112 acres more or less.

BEING part of the same property conveyed to The Tennessee Property Company by Deed dated March 17, 1906 from C.W. Smith and wife, Sarah A. Smith, of record in Book 334, Page 96, Register's Office for Davidson County, Tennessee, and further conveyed to The Nashville, Chattanooga & St. Louis Railway by Deed dated January 4, 1916 from The Tennessee Property Company, a Tennessee corporation, of record in Book 482, Page 168, said Register's Office,

together with part of the property conveyed to Nashville, Chattanooga & St. Louis Railway by Deed dated May 17, 1906 from Realty Savings Bank & Trust Company, of record in Book 340, Page 553, said Register's Office. Title to the Property is currently vested in CSX Transportation, Inc., a Virginia corporation, as successor in interest to The Nashville, Chattanooga & St. Louis Railway..

I, John T. Cook, do hereby make oath that I am a licensed attorney and 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.

John T. Cook

State of Tennessee
County of Davidson

JEFFREY S. BENZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Personally appeared before me, Jeffrey S. Benz, a notary public for this county and state, John T. Cook, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Jeffrey S. Benz, Notary Public

My commission expires: July 6, 2019