Karen Johnson Davidson County
Batch# 555702 DEEDQC
01/15/2021 04:09:30 PM 9 pgs
Fees: $48.00 Taxes: $1,609.50
20210115-0007391

This instrument prepared by
or under the direction of:

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

Send future tax bills to:
CWM, LLC Attn: Jeff Maddox
511 Cave Road
Nashville, TN 37210

Map/Parcel:
Part of Map 094
Parcel to be assigned

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 15TH day of JANUARY, 2021, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CWM, LLC, a Tennessee limited liability company, whose mailing address is 511 Cave Road, Nashville, Tennessee 37210, 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), 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 6.21 acres, more or less.

EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld. Nothing herein shall restrict Grantee from grading and leveling the Premises for uses consistent with the conveyance herein.

RESERVING unto Grantor a perpetual non-exclusive roadway easement, hereinafter "the Roadway Easement", for the purpose of access over and across the Premises to Grantor's property located adjacent thereto, which Roadway Easement is shown on Exhibit "A" attached hereto and incorporated herein.

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, 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 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 and toe of slope located on the Premises in such a manner as to insure that the slope does not fall, slide or otherwise undermine Grantor's tracks, operating corridor, roadbed, or other lands and facilities of Grantor. Grantee further covenants to insure lateral and subjacent support of railroad tracks, the operating corridor, roadbed, and land.

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, 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 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 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 $435,000.00, including any property exchanged and any financing. CWM, LLC, whose address is 511 Cave Road, Nashville, Tennessee 37210, is responsible for taxes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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:

Jessica Braig

Luis Vazquez

CSX TRANSPORTATION, INC.:

By: _____

Name: Christina W. Bottomley
Title: Head of Real Estate

Attest _____ (SEAL)
Secretary

Print Name: Mark D. Austin

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Sarah A. Watson, 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 Christina W. Bottomley (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 by means of (X) physical presence or ( ) online notarization first duly sworn, did make oath, acknowledge and say that: she is Head of Real Estate 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 11th day of JANUARY, 2021.

My commission expires on: 02/02/2024

(SEAL)
Notary Public
Print Name: Sarah A. Watson

SARAH A WATSON
Notary Public - State of Florida
Commission # GG 945131
My Comm. Expires Feb 2, 2024
Bonded through National Notary Assn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $435,000.00.

Affiant

Subscribed and sworn to before me this 15th day of January 2021.

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Notary Public
My commission expires: 12/14/24

EXHIBIT A

Description of property at: Nashville, Davidson County, TN
To: CWM, LLC
CSXT Deed File No.: 2020-1983

A certain parcel of land in Tennessee lying in Davidson County in the city of Nashville, more particularly described as follows:
Unless stated otherwise, any monument referred to herein as an iron pin set is a set 5/8 in. rebar, 18 in. length with a plastic cap stamped "KEVIN CROWE TN 1979". All bearings are based Tennessee State Plane Coordinate System, using geoid 09, observed on September 30, 2020.

BEGINNING at a found iron pin (uncapped) in the south right of way line of R.J. Corman Railroad (100' railroad right of way), being 50' from the centerline of said right of way, being a common corner to a lot of CMW, LLC, James C. Woodward II and Jeffrey C. Maddox (Instrument #20170906-0091414; Plat Book 5800, Page 20, Lot 2), hereon known as Lot 2; thence leaving said railroad right of way line and with Lot 2, then with the end of the right of way of Cave Road (60' public right of way), then with a lot of Jami E. Hall (Instrument #20180419-0036812; Plat Book 8250, Page 183, Lot 5-F), then with a lot of Murray B. Chidester and Charlene G. Chidester (Instrument #20071121-0136559; Plat Book 8250, Page 183, Lot 5-E), then with a lot of Michael Scott Ware (Instrument #20200228-002327) S 07°55'39" W a total distance of 939.76' to a wood fence corner post; thence continuing with Ware S 89°16'48" W, passing a set iron witness pin at a distance of 10.00', for a total distance of 151.48' to a set iron pin in the east right of way line of CSX Railroad (railroad right of way varies, adjoining right of way line being 50' from the nearest rail centerline); thence leaving said lot of Ware and with said right of way line the following five (5) calls: 1) N 13°03'35" W a distance of 215.14'; thence 2) with a curve turning to the left with an arc length of 126.15', with a radius of 2547.60', with a chord bearing of N 14°28'41" W a distance of 126.14'; thence 3) N 15°53'48" W a distance of 166.11'; thence 4) with a curve turning to the right, with an arc length of 58.71', with a radius of 952.40', with a chord bearing of N 14°07'51" W a distance of 58.70'; thence 5) N 12°21'54" W a distance of 240.09' to a set pk nail with shiner at the intersection of said railroad right of way line of CSX Railroad and said railroad right of way line of R.J. Corman Railroad; thence leaving said railroad right of way line and CSX Railroad and with said railroad right of way line of R.J. Corman Railroad N 72°24'41" E a distance of 495.64' to the point of beginning, having an area of 270,496.8 square feet, or 6.21 acres, according to a survey performed under the direct supervision of Kevin David Crowe, TN PLS 1979.

30' ROADWAY EASEMENT
COMMENCING from a found iron pin (uncapped) in the south right of way line of R.J. Corman Railroad (100' railroad right of way), being 50' from the centerline of said right of way, being a common corner to a lot of CMW, LLC, James C. Woodward II and Jeffrey C. Maddox (Instrument #20170906-0091414; Plat Book 5800, Page 20, Lot 2), hereon known as Lot 2, and being a common corner to a lot of CSX Railroad (Deed Book 426, Page 544); thence leaving said railroad right of way line and with the common line of Lot 2, then with the end of the right of way of Cave Road (60' public right of way), and also with CSX Railroad S 07°55'39" W a

distance of 111.64' to a point in the common line of said end of the right of way of Cave Road and the line of CSX Railroad, this being the POINT OF BEGINNING; thence continuing with the same common line S 07°55'39" W a distance of 30.01' point in the common line of said end of the right of way of Cave Road and the line of CSX Railroad; thence leaving said common line and traversing said lot of CSX Railroad the following five (5) calls: 1) with a curve turning to the left, with an arc length of 185.53', with a radius of 1920.12', with a chord bearing of N 85°54'12" W a distance of 185.46'; thence 2) with a compound curve turning to the left, with an arc length of 123.08', with a radius of 1347.36', with a chord bearing of S 88°42'42" W a distance of 123.04'; thence 3) with a compound curve turning to the left, with an arc length of 47.03', with a radius of 115.79', with a chord bearing of S 74°27'30" W a distance of 46.71'; thence 4) S 59°51'06" W a distance of 69.84'; thence 5) S 53°17'02" W a distance of 35.91' to a point in the common line of said lot of CSX Railroad and the east right of way line of CSX Railroad; thence with said common line N 12°21'54" W a distance of 50.26' to the intersection of said common line and said right of way line of R.J. Corman Railroad; thence leaving said right of way line of CSX Railroad and with the common line of said right of way line of R.J. Corman Railroad and said lot of CSX Railroad N 72°24'41" E a distance of 15.88' to a point in said common line; thence leaving said common line and traversing said lot of CSX Railroad the following three (3) calls: 1) S 36°42'58" E a distance of 10.59'; thence 2) N 53°17'02" E a distance of 1.91'; thence 3) N 59°51'06" E a distance of 43.12' to a point in said common line of said right of way line of R.J. Corman Railroad and said lot of CSX Railroad; thence with said common line N 72°24'41" E a distance of 105.58' to a point in said common line; thence leaving said common line and traversing said lot of CSX Railroad the following two (2) calls: 1) with a curve turning to the right, with an arc length of 107.77', with a radius of 1377.36', with a chord bearing of N 89°05'14" E a distance of 107.74'; thence 2) with a compound curve turning to the right, with an arc length of 188.98', with a radius of 1950.12', with a chord bearing of S 85°53'42" E a distance of 188.91' to the point of beginning, having an area of 13,671.7 square feet, or 0.31 acres, according to a survey performed under the direct supervision of Kevin David Crowe, TN PLS 1979.

Being part of the same property conveyed to the Lewisburg and Northern Railroad Company, a Tennessee corporation by deed from Nashville Terminal Realty Company recorded August 17, 1912 in Book 426, Page 544, Register's Office for Davidson County, Tennessee. Title to the Property is currently vested in CSX Transportation, Inc., a Virginia corporation, as successor-in-interest to Lewisburg and Northern Railroad Company, a Tennessee corporation.

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

Personally appeared before me, Katherine Goodson 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.

Katherine Goodson
Notary Public

My commission expires: Jan. 3, 2023

