Karen Johnson Davidson County
Batch# 1137305 DEEDQC
05/20/2024 01:44:30 PM 10 pgs
Fees: $52.00 Taxes: $0.00
20240520-0037416

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Senior Counsel
Law Department
500 Water Street
Jacksonville. Florida 32202

Address of New Owner
Send Tax Bills to:
Crieve Hall Youth
Athletic Association
c/o Nashville Baseball Academy
491 Allied Drive
Nashville, TN 37211

Map and Parcel:

N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 27 day of May, 2016, between CSX TRANSPORTATION. INC., a Virginia corporation. whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CRIEVE HALL YOUTH ATHLETIC ASSOCIATION, a Tennessee non-profit corporation, whose mailing address is Post Office Box 40521, 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, being interested in and desiring to assist in the further development of the public welfare of Grantee, has DONATED, and by these presents does REMISE, RELEASE and QUITCLAIM unto Grantee, its successors and assigns, all the estate, right, title, lien, equity, interest, claim and demand which Grantor has in and to that certain tract or parcel of land situate, lying and being at Nashville, Davidson County, Tennessee and having a Tax Parcel Identification Number of 54-6000720 hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 4.26 acres, more or less.

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.

EXCEPTING unto Grantor all mineral rights, if any, including but 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.

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 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 (d) 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 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 new 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 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 $0.00, including any property exchanged and any financing. Crieve Hall Youth Athletic Association, whose address is Post Office Box 40521, Nashville, Tennessee 37204, is responsible for taxes.

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: Richard M. Hood
Title: President - CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc.

Attest _____ (SEAL)
Secretary

Print Name: Steven Armbrust

RETURN TO: **Crieve Hall Youth Athletic Association**
Post Office Box 40521
Nashville, Tennessee 37204

Tax Map No.: N/A

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, John A. Blanton, 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 Richard M. Hood (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: he resides in Jacksonville, Duval County, Florida; he is President-CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he 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; he signed his 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 27 day of May, 2016.

My commission expires on:

_____ (SEAL)
Notary Public
Print Name: John A. Blanton

JOHN A BLANTON
Notary Public - State of Florida
My Comm. Expires Aug 25, 2018
Commission # FF 124458

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer of property is $10.00 and no other monetary consideration.

Sworn to and subscribed before me this
2nd day of August, 2016.

Jean P. Shearer
Notary Public
My Commission Expires: 7-3-17

JEAN P. SHEARER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A

Description of property at: Nashville, Davidson County, Tennessee
To: Crieve Hall Youth Athletic Association
CSXT Deed File No.: 2016-0548

LEGAL DESCRIPTION

BEING located in the 26th Councilmanic District of Davidson County, Tennessee, being located northeasterly of the Farrell Parkway and Regent Drive intersection and being a portion of CSX Transportation, Inc. Property and being more particularly described as follows:

BEGINNING at a new iron pin monument in the southerly right-of-way of Farrell Parkway, said monument being a northeasterly corner common to the Electric Power Board of the City of Nashville Property recorded as Deed Book 2301, Page 526, in the Register's Office of Davidson County, Tennessee;

Thence leaving said southerly right-of-way of Farrell Parkway and continuing along with the westerly and southerly property line of the Electric Power Board of the City of Nashville Property the following two calls: S 22°31'55" W a distance of 225.00' to a new iron pin monument;

Thence S 67°28'05" E a distance of 110.00' to a new iron pin monument, said monument being the westerly right-of-way of Regent Drive;

Thence leaving said Electric Power Board of the City of Nashville Property and continuing along with the westerly right-of-way of Regent Drive the following four calls: S 22°31'55" W a distance of 127.62' to new iron pin monument;

Thence with a curve turning to the right with an arc length of 223.98', with a radius of 1000.00', with a chord bearing of S 28°56'55" W, with a chord length of 223.52', to new iron pin monument;

Thence S 35°21'55" W a distance of 20.33' to new iron pin monument;

Thence with a curve turning to the left with an arc length of 506.46', with a radius of 2000.00', with a chord bearing of S 28°06'39" W, with a chord length of 505.11', to new iron pin monument;

Thence leaving said westerly right-of-way of Regent Drive and continuing along with a new severance line across the CSX Transportation, Inc. Property the following two calls: N 69°08'37" W a distance of 60.78' to new iron pin monument;

Thence with a curve turning to the right with an arc length of 1108.75', with a radius of 6174,35', with a chord bearing of N 15°33'00" E, with a chord length of 1107.26', to new iron pin monument, said monument being the southerly right-of-way of Farrell Parkway;

Thence continuing along with the southerly right-of-way of Farrell Parkway, S 67°28'05" E a distance of 163.95' to new iron pin monument, which is the point of beginning, having an area of 185,596 square feet, 4.26 acres more or less.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated April 2, 2016

Being part of the same property conveyed to Louisville and Nashville Railroad Company, a Kentucky corporation, by deed from Houston McCord Realty Company, a Tennessee corporation, of record in Book 2883, Page 173, in the Register's Office of Davidson County, Tennessee. Louisville and Nashville Railroad Company having since merged into and become known as Seaboard Coast Line Railroad Company, as evidenced by Articles of Merger in Book 5992, Page 495, said Register's Office. Seaboard Coast Line Railroad Company having since changed its name to Seaboard System Railroad, Inc., as evidenced by Articles of Amendment in Book 5992, Page 498, said Register's Office. Seaboard System Railroad, Inc. having since changed its name to CSX Transportation, Inc., as evidenced by Amended Certificate of Authority in Book 6976, Page 81, said Register's Office.

Tennessee Certification of Electronic Document

I, C Palmer Pillans IV, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on May 27, 2016 (date of document).

Affiant Signature

May 15, 2024
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 15th day of May, 2024.

Notary's Signature

MY COMMISSION EXPIRES: 10-04-2027

NOTARY'S SEAL

NICHOLAS P MAPLES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 10-04-2027