Karen Johnson Davidson County
Batch# 1224898 DEEDQC
01/09/2025 12:06:30 PM 9 pgs
Fees: $48.00 Taxes: $5,180.00
20250109-0001970

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:	Map/Parcel:
1140 Virginia Drive Fort Washington, PA 19034	Abuts 08205013400 (to be assigned)

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 13th day of December, 2024, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, and whose Tax Identification Number is 54-6000720, hereinafter called "Grantor", and Byline Property Owner, LLC, a Delaware Limited Liability Company, whose mailing address is 1140 Virginia Drive, Fort Washington, PA 19034 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 MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($1,400,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby CONVEY, GRANT, 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 0.24 acres, more or less.

EXCEPTING unto Grantor the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), if any, hereinafter "the Track", within and on the Premises. Grantee shall remove the Track, at its sole cost and expense, within TWO HUNDRED (200) days after Closing and stockpile same (other than the ballast) for later retrieval by Grantor.

Grantor hereby quitclaims the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, if any, 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. Notwithstanding anything to the contrary contained in this paragraph, Grantor and Grantee covenant and agree that the mere construction of multi-family residential structures at the Premises without residential occupancy shall not constitute use of the Premises for residential 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 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 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 $1,400,000.00, including any property exchanged and any financing. Byline Property Owner, LLC, whose address is 1140 Virginia Drive, Fort Washington, PA 19034, 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:

CSX TRANSPORTATION, INC.:

By: _____
Name: Christina W. Bottomley
Title: VP Business Development and Real Estate

Attest _____ (SEAL)
Name: Michael S. Burns
Title: Corporate Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Yasmina R. White, 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 to me known to be the person whose name is subscribed to the above instrument, who, being by me by means of physical presence first duly sworn, did make oath, acknowledge and say that: she is VP Business Development and 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 December, 2024.

My commission expires on: 10/18/2028

Yasmina R. White (SEAL)
Notary Public
Print Name: Yasmina R. White

Notary Public State of Florida
Yasmina R White
My Commission HH 602621
Expires 10/18/2028

EXHIBIT A

Description of property at: Nashville, Davidson Co., Tennessee
To: Byline Property Owner, LLC
CSXT Deed File No.: 2024-11444

Portion of Lot No. 94 on Plat of the Subdivision of McGavock City Parks Lots

Being a portion of Lot No. 94 on Plat of the Subdivision of McGavock City Parks Lots, of record in Plat Book 57, Page 101, Register's Office for Davidson County, Tennessee. Generally located east of 2nd Avenue North, north of Van Buren Street, and west of 1st Avenue North, and being more particularly described as follows:

BEGINNING at a PK Nail (Old) in the easterly right-of-way of 2nd Avenue North being 205.33 feet as measured along the right-of- said right-of-way from the northerly right-of-way of Van Buren Street;

THENCE, with said 2nd Avenue North N 04° 41' 44" W, 30.66 feet to the northerly line of the portion of Lot 94 owned by CSX Transportation, Inc. of record in Deed Book 6278, Page 308, R.O.D.C.;

THENCE, thence with said northerly line the following calls:

N 63° 14' 50" E, 64.18 feet,

Along a curve to the left, having a central angle of 19° 02' 57", a radius of 303.91 feet, a tangent of 50.99 feet, and a chord of N 51° 58' 11" E, 100.57 feet for an arc length of 101.04 feet;

N 62° 40' 37" E, 8.00 feet to a the center line of Alley No. 222 Abandoned by Ordinance No. BL2007-7 (Easements Retained);

THENCE, with center line of Alley No. 222 Abandoned S 27° 19' 23" E, 46.75 feet to the southerly line of said portion of Lot 94 owned by CSX Transportation, Inc.;

THENCE, with said southerly line of said portion of Lot 94 owned by CSX Transportation, Inc. S 62° 48' 18" W, 182.80 feet to the POINT OF BEGINNING;

Containing 5,746 Square Feet or 0.13 Acres, more or less;

CSX Railroad Portion of Lot Nos. 102-104 on Plat of the Subdivision of McGavock City Parks Lots
Deed Book 340, Page 304, R.O.D.C.

Being a portion of Lot Nos. 102-104 on Plat of the Subdivision of McGavock City Parks Lots, of record in Plat Book 57, Page 101, Register's Office for Davidson County, Tennessee. Generally located east of 2nd Avenue North, north of Van Buren Street, and west of 1st Avenue North. Being property conveyed to CSX Railroad, Inc. of record in the following: Deed Book 340, Page 304, R.O.D.C., Deed Book 175, Page 137, R.O.D.C., Deed Book 4319, Page 138, R.O.D.C., and Deed Book 6278, Page 308, R.O.D.C., and being more particularly described as follows:

BEGINNING at an Iron Rod (Old) in the easterly side of the terminus of the right-of-way of 1st Avenue North;

THENCE, with said 1st Avenue North S 27° 19' 23" E, 150.01 feet to a ½" Iron Rod (Old) the southerly line of Lot 104 on the Subdivision of the McGavock City Part Lots of record in Plat Book 57, Page 101, R.O.D.C., and the southerly line of the CSX Transportation, Inc. of record in Deed Book 340, Page 304, R.O.D.C., Deed Book 175, Page 137, R.O.D.C., Deed Book 4319, Page 138, R.O.D.C., and Deed Book 6278, Page 308, R.O.D.C.;

THENCE, with the southerly line of said Lot 104 and said CSX Transportation, Inc. property S 62° 48' 27" W, 64.10 feet to a ½" Iron Rod (Old) at a common corner for the Metropolitan Government of Nashville and Davidson County, Tennessee property or record in Deed Book 39, Page 558, R.O.D.C. and Byline Properties Owner, LLC property of record in Instrument No. 20230703-0050816, R.O.D.C.;

THENCE, with said Metropolitan Government of Nashville and Davidson County, Tennessee property along a curve to the left, having a central angle of 32° 10' 36", a radius of 284.59 feet, a tangent of 82.08 feet, and a chord of N 09° 11' 08" W, 157.73 feet for an arc length of 159.82 feet to a ½" Iron Rod (Old) in the southerly line of Lot 101 in said Subdivision of the McGavock City Part Lots, and at a corner of said Byline Properties Owner, LLC property;

THENCE, with said southerly line of said Lot 101 and said Byline Properties Owner, LLC property, N 62° 48' 18" E, 15.00 feet to the POINT OF BEGINNING;

Containing 4,756 Square Feet or 0.11 Acres, more or less;

KAREN JOHNSON
REGISTER OF DEEDS

www.nashville.gov/rod

PO Box 196398
Nashville, TN 37219-6398
(615) 862-6790 phone
(615) 880-2039 fax

The following oath of consideration is required on all deeds transferring property:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater for this transfer is $ 1,400,000.00.

Melanie Kingsley
Affiant

Subscribed and sworn before me, this 3rd day of January, 2025.

Sharon C. Davidson
Notary

Commonwealth of Pennsylvania - Notary Seal
Sharon C. Davidson, Notary Public
Chester County
My commission expires June 12, 2027
Commission number 1035572
Member, Pennsylvania Association of Notaries

Tennessee Certification of Electronic Document

I, Samantha Stafford, 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 Dec. 13, 2024 (date of document).

Samantha Stafford
Affiant Signature

12/13/2024
Date

Commonwealth
~~State of~~ of Pennsylvania

County of Chester

Sworn to and subscribed before me this 13 day of December, 2024.

Sharon C. Davidson
Notary's Signature

MY COMMISSION EXPIRES:

Commonwealth of Pennsylvania - Notary Seal
Sharon C. Davidson, Notary Public
Chester County
My commission expires June 12, 2027
Commission number 1035572
Member, Pennsylvania Association of Notaries

NOTARY'S SEAL