This instrument prepared by
or under the direction of:

Karen Johnson Davidson County
Batch# 1313370 DEEDQC
08/21/2025 02:43:30 PM 9 pgs
Fees: $47.00 Taxes: $0.00
20250821-0067133

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

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 21st day of August, 2025, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and Nashville Metro Water Services, whose mailing address is 1600 2nd Avenue N., Nashville, Tennessee, 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 FIVE-HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS ($507,000.00), 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 1.737 acres, more or less.

Grantee 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.

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, Joss 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.

Grantee agrees 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 Grantor's adjacent 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 ensure that the slope does not fall, slide or otherwise undermine Grantor's tracks, operating corridor, roadbed, or other lands and facilities of Grantor.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless to the extent allowed under applicable State law 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.

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 $507,000.00, including any property exchanged and any financing. Nashville Metro Water Services whose address is 1600 2nd Avenue N., Nashville, Tennessee, 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)
Secretary

Print Name: Tammy D. Butler

202508210067133

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 (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 Vice President 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 20th day of August, 2025.

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

CIVIL
INFRASTRUCTURE
ASSOCIATES

307 Hickerson Drive
Murfreesboro, TN 37129
tel 615.663.7678
www.cia-engineers.com

Railroad Partition to the Metropolitan Government of Nashville and Davidson County

Being the following described real estate, situated within the Fifteenth Metropolitan Nashville Council District of Davidson County, Tennessee, and being a portion of that property which was conveyed to the Lewisburg and Northern Railroad Company (Now CSX Railroad) by Deed of record in Book 426, Page 544 in the Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

COMMENCING at a 1/2-inch rebar found at the southwest corner of the Metropolitan Government of Nashville and Davidson County property, Parcel ID 09400002300, being a common corner with the Metropolitan Government of Nashville and Davidson County, Parcel ID 09400003900 of record in Instrument Number 20120827-0076918 in the Register's Office of Davidson County, Tennessee; thence with the common property line North 82 degrees 08 minutes 03 seconds East, 71.37 feet to a 1/2-inch rebar found; thence North 89 degrees 26 minutes 29 seconds East, 596.87 feet to a 5/8-inch rebar with cap stamped "CIA ENG" set in the west right-of-way line of the Lewisburg and Northern Railroad Company (Now CSX Railroad) of record in Book 426, Page 544 in the Register's Office of Davidson County, Tennessee, being also the **POINT OF BEGINNING**; runs thence with said west right-of-way line North 12 degrees 39 minutes 35 seconds West, 740.45 feet to a 5/8-inch rebar with cap stamped "CIA ENG" set in the south right-of-way line of the Tennessee Central Railroad; thence with the Tennessee Central Railroad along a curve to the right 90.54 feet, having a radius of 2814.93 feet and being subtended by a chord bearing and distance of North 71 degrees 24 minutes 23 seconds East, 90.53 feet; thence North 72 degrees 19 minutes 40 seconds East, 9.99 feet to a 5/8-inch rebar with cap stamped "CIA ENG" set; thence with a severance line, being the new west CSX Railroad right-of-way line, through the lands of the Lewisburg and Northern Railroad Company (Now CSX Railroad) South 12 degrees 39 minutes 35 seconds East, 772.12 feet to a 5/8-inch rebar with cap stamped "CIA ENG' set at the northeast corner of the Metropolitan Government of Nashville and Davison County, Tennessee; thence with the Metropolitan Government of Nashville and Davidson County, Tennessee South 89 degrees 26 minutes 29 seconds West, passing through a 1/2-inch rebar found at 100.61 feet, and continuing for a total of 102.27 feet to the

POINT OF BEGINNING and containing 1.737 Acres, more or less as surveyed by Ryan W. Beasley, Tennessee Registered Land Surveyor Number 2821, of Civil Infrastructure Associates, LLC, 307 Hickerson Drive, Murfreesboro, TN 37129 on June 29, 2025. Bearings and distances are based on the Tennessee State Plane Coordinate System, NAD 83.



Digitally signed by Ryan W. Beasley
Date: 2025.08.01 15:20:03-05'00'

Ryan W. Beasley
TN RLS No. 2821

CIA Project No. 2021-048

Tennessee Certification of Electronic Document

I, Jennifer Russell, 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 8/20/2025 (date of document).

Jennifer Russell
Affiant Signature

8/21/2025
Date

State of Tennessee

County of Sumner

Sworn to and subscribed before me this 21 day of August, 2025.

Notary's Signature

MY COMMISSION EXPIRES: 10/24/2028

NOTARY'S SEAL

