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Shelby Cnty Judge of Probate, AL
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QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 3 day of April, 2014, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and BUCHANAN WOODLANDS LLC, whose mailing address is 1064 County Road 65, Selma, AL 36701, 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 NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00), 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 referred to as Tract 1, and for no consideration, that certain tract or parcel of land referred to as Tract 2 situate, lying and being at Columbiana, Shelby County, Alabama, hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 8.57 acres, more or less.

EXCEPTING unto Grantor all oil and gas, 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.

RESERVING unto Grantor, its successors and assigns, a utility easement, hereinafter "the Utility Easement", FIFTEEN feet (15') in width, in, over, under and along the EASTERN line of the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities including, but not limited to, water, sewer, natural gas, electric, telephone, fiber optics and petroleum products, consisting of cables, lines, pipes or facilities beneath the surface of the Premises and all ancillary equipment or facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Premises, and such surface rights necessary to accomplish the same TOGETHER WITH the further right to assign the Utility Easement, rights and facilities, in whole or in part, and to lease, license or permit third parties to use the Utility Easement, rights and facilities; PROVIDED that the

exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

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, or (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), or (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). 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 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



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to have a substantial interest in enforcement of the said covenants 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.

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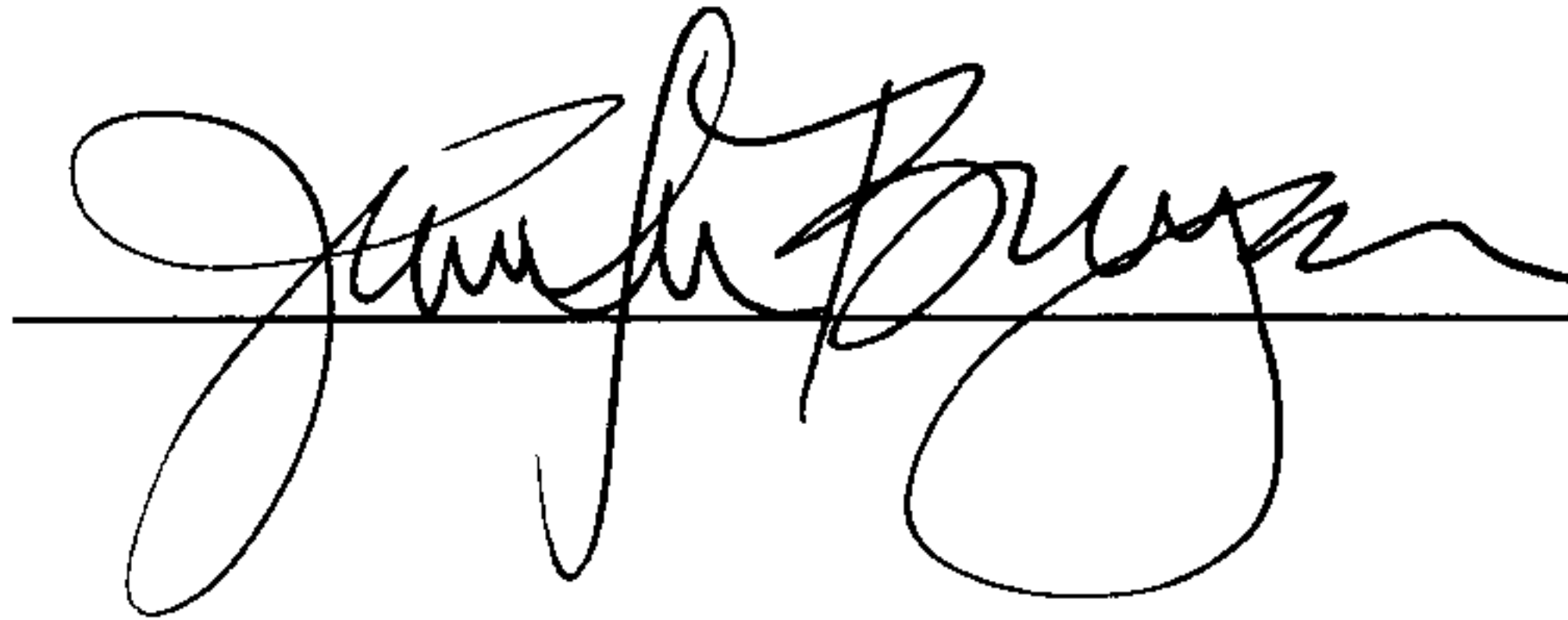


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IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:



By: _____

Name: Stephen A. Crosby

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



Attest _____

 (SEAL)

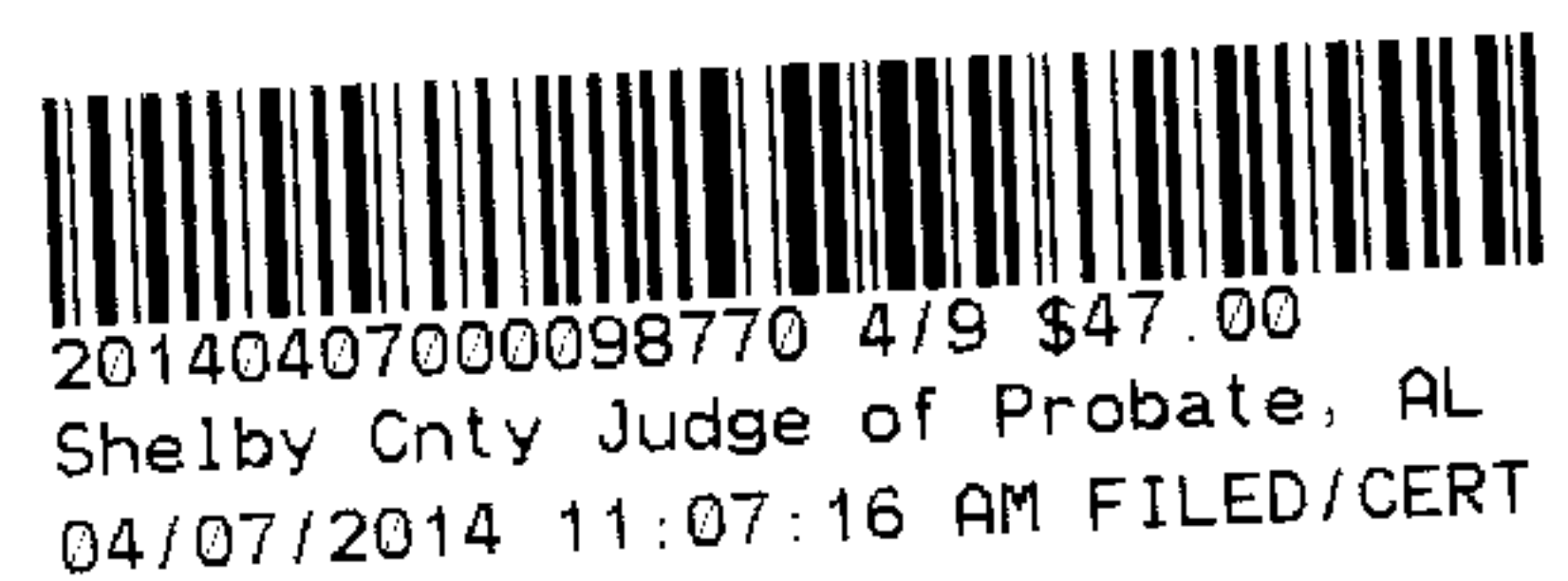
Print Name: **PAUL R. HITCHCOCK**
CORPORATE SECRETARY

This instrument prepared by
or under the direction of:

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

RETURN TO: Buchanan Woodlands LLC
PO Box 990
Selma, AL 36702

Tax Map No.: _____

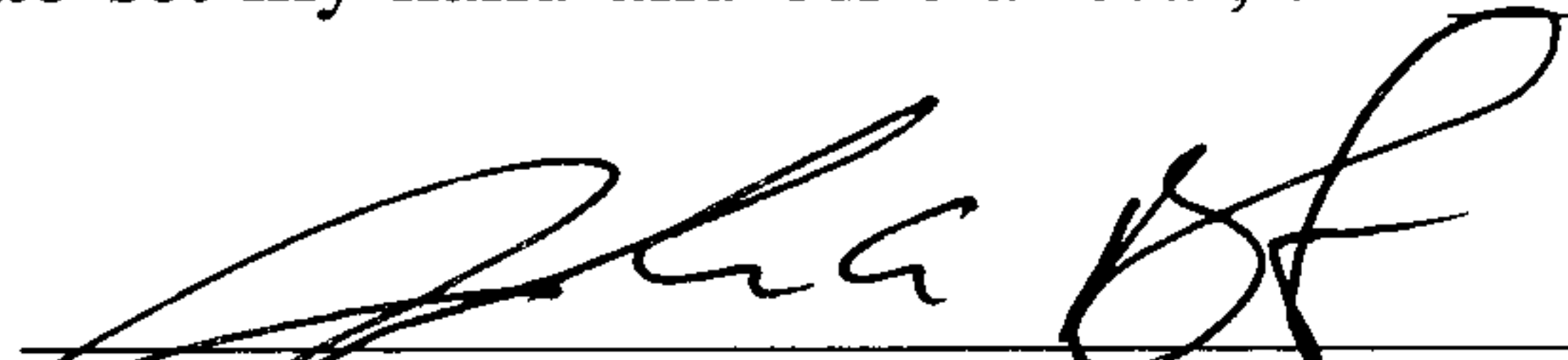


STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

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 Stephen A. Crosby (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 3 day
of April, 2014.

My commission expires on: 8/25/2014

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

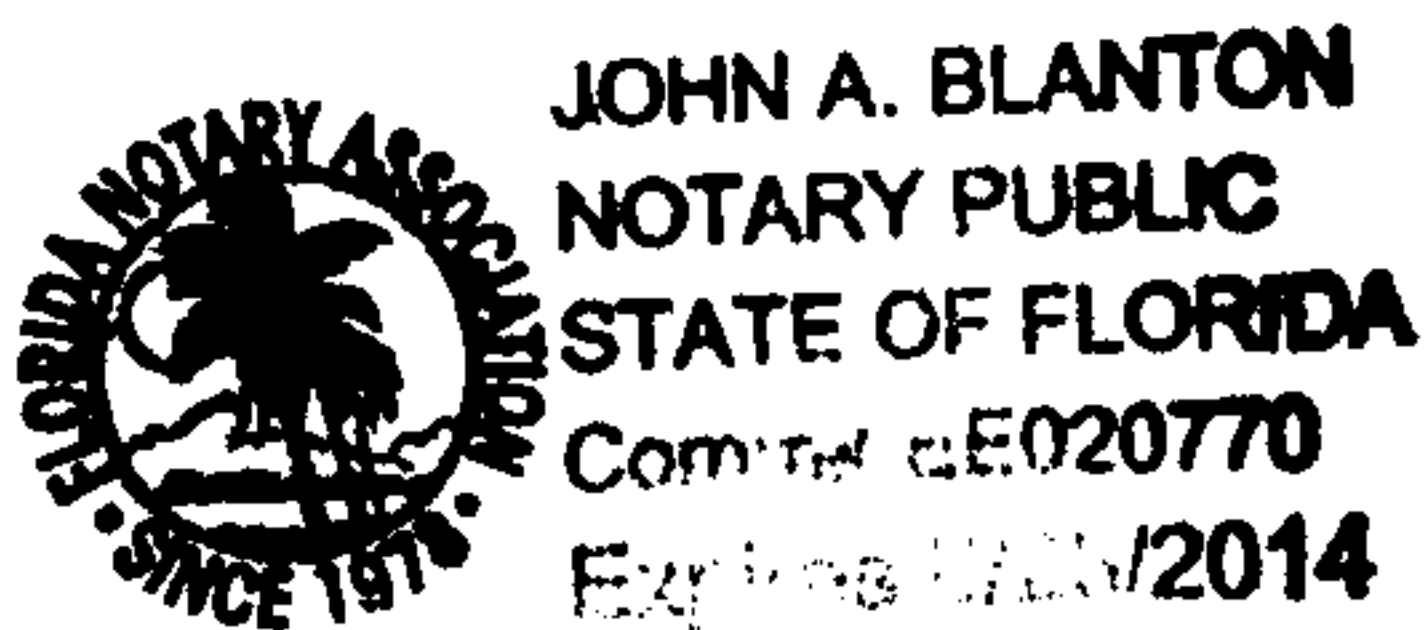
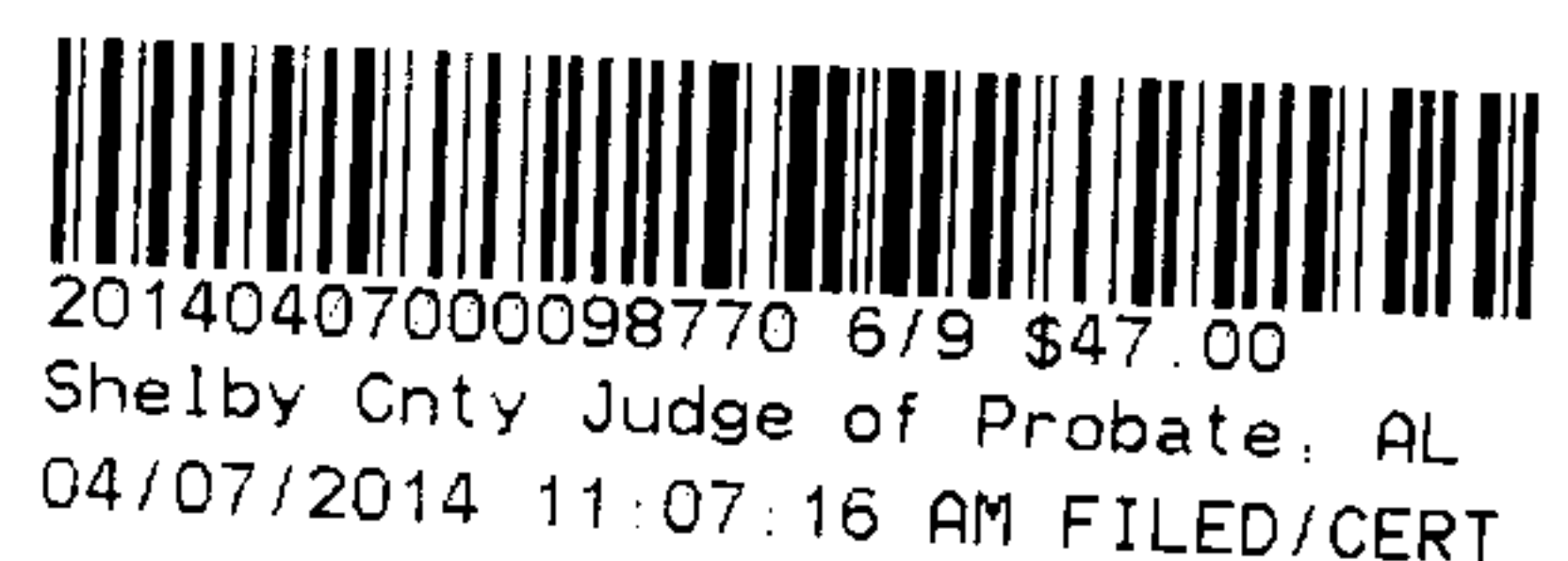


EXHIBIT A

Description of property at: Columbiana, Shelby County, Alabama
To: Buchanan Woodlands LLC
CSXT Deed File No.: 2013-12791

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed a parcel of land situated in the West half of Section 13 and the Northeast quarter of the Northeast quarter of Section 14, all in Township 22 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a railroad rail found at the Northeast corner of said Section 14 and run an assumed bearing of South 89 degrees 55 minutes 28 seconds West along the North line of said Section 14 for a distance of 965.60 feet to a point on the Easterly right of way line of CSX Railroad, also being the point of beginning; thence run South 26 degrees 41 minutes 03 seconds East along said Easterly right of way line for a distance of 77.67 feet to a point on a curve to the left, having a central angle of 14 degrees 57 minutes 04 seconds, a radius of 788.35 feet, a chord bearing of South 34 degrees 09 minutes 34 seconds East and a chord of 205.13 feet; thence run Southeasterly along the arc of said curve and also along said Easterly right of way line for a distance of 205.71 to a point on a compound curve to the left, having a central angle of 03 degrees 02 minutes 16 seconds, a radius of 4,095.62 feet, a chord bearing of South 43 degrees 09 minutes 14 seconds East and a chord of 217.13 feet; thence run Southeasterly along the arc of said curve and also along said Easterly right of way line for a distance of 217.15 to a point; thence run South 44 degrees 40 minutes 22 seconds East along said Easterly right of way line for a distance of 289.21 feet to a point on a curve to the right, having a central angle of 06 degrees 01 minutes 49 seconds, a radius of 2,402.42 feet, a chord bearing of South 41 degrees 39 minutes 28 seconds East and a chord of 252.73 feet; thence run Southeasterly along the arc of said curve and also along said Easterly right of way line for a distance of 252.85 to a point; thence run South 38 degrees 38 minutes 34 seconds East along said Easterly right of way line for a distance of 927.54 feet to a point on a curve to the right, having a central angle of 28 degrees 54 minutes 40 seconds, a radius of 1,364.83 feet, a chord bearing of South 24 degrees 11 minutes 14 seconds East and a chord of 681.40 feet; thence run Southeasterly along the arc of said curve and also along said Easterly right of way line for a distance of 688.69 to a point; thence run South 09 degrees 43 minutes 53 seconds East along said Easterly right of way line for a distance of 378.85 feet to a point on a curve to the left, having a central angle of 07 degrees 05 minutes 50 seconds, a radius of 2,824.78 feet, a chord bearing of South 13 degrees 16 minutes 48 seconds East and a chord of 349.68 feet; thence run Southeasterly along the arc of said curve and also along said Easterly right of way line for a distance of 349.90 to a point on a curve to the left, having a central angle of 15 degrees 18 minutes 22 seconds, a radius of 650.00 feet, a chord bearing of South 49 degrees 51 minutes 35 seconds East and a chord of 173.12 feet; thence run Southeasterly along the arc of said curve and also along said Easterly right of way line for a distance of 173.64 to a point; thence run South 70 degrees 07 minutes 42 seconds West and along said Easterly right of way line for a distance of 105.52 feet to a point on a curve to the left, having a central angle of 21 degrees 29 minutes 19 seconds, a radius of 2,839.78 feet, a chord bearing of South 30 degrees 36



minutes 57 seconds East and a chord of 1,058.82 feet; thence run Southeasterly along the arc of said curve and also along said Easterly right of way line for a distance of 1,065.05 to a point; thence run South 41 degrees 21 minutes 36 seconds East along said Easterly right of way line for a distance of 557.03 feet to a point; thence run South 48 degrees 38 minutes 24 seconds West for a distance of 25.00 feet to an iron pin found with a SSI cap on the centerline of CSX Railroad right of way; thence run South 41 degrees 21 minutes 36 seconds East along the centerline of said right of way line for a distance of 216.54 feet to an iron pin found with a SSI cap on the Northerly right of way line of Shelby County Highway #42; thence run South 59 degrees 34 minutes 42 seconds West along said Northerly right of way line for a distance of 25.46 feet to a point on the Westerly right of way line of CSX Railroad; thence run North 41 degrees 21 minutes 36 seconds West along said Westerly right of way line for a distance of 768.74 feet to a point on a curve to the right, having a central angle of 28 degrees 30 minutes 43 seconds, a radius of 2,889.78 feet, a chord bearing of North 27 degrees 06 minutes 15 seconds West and a chord of 1,423.24 feet; thence run Northwesterly along the arc of said curve and also along said Westerly right of way line for a distance of 1,438.03 to a point on a curve to the right, having a central angle of 13 degrees 59 minutes 16 seconds, a radius of 650.00 feet; a chord bearing of North 16 degrees 43 minutes 31 seconds West and a chord of 158.29 feet; thence run Northwesterly along the arc of said curve and also along said Westerly right of way line for a distance of 158.69 to a point; thence run North 09 degrees 43 minutes 53 seconds West along said Westerly right of way line for a distance of 378.85 feet to a point on a curve to the left, having a central angle of 28 degrees 54 minutes 40 seconds, a radius of 1,284.83 feet, a chord bearing of North 24 degrees 11 minutes 14 seconds West and a chord of 641.46 feet; thence run Northwesterly along the arc of said curve and also along said Westerly right of way line for a distance of 648.32 to a point; thence run North 38 degrees 38 minutes 34 seconds West along said Westerly right of way line for a distance of 927.54 feet to a point on a curve to the left, having a central angle of 06 degrees 01 minutes 49 seconds, a radius of 2,322.42 feet, a chord bearing of North 41 degrees 39 minutes 28 seconds West and a chord of 244.31 feet; thence run Northwesterly along the arc of said curve and also along said Westerly right of way line for a distance of 244.43 to a point; thence run North 44 degrees 40 minutes 22 seconds West along said Westerly right of way line for a distance of 289.21 feet to a point on a curve to the right, having a central angle of 03 degrees 02 minutes 16 seconds, a radius of 4,175.62 feet, a chord bearing of North 43 degrees 09 minutes 14 seconds West and a chord of 221.37 feet; thence run Northwesterly along the arc of said curve and also along said Westerly right of way line for a distance of 221.39 feet to a point on a compound curve to the right, having a central angle of 14 degrees 57 minutes 04 seconds, a radius of 868.35 feet, a chord bearing of North 34 degrees 09 minutes 34 seconds West and a chord of 225.95 feet; thence run Northwesterly along the arc of said curve and also along said Westerly right of way line for a distance of 226.59 feet to a point; thence run North 26 degrees 41 minutes 03 seconds West along said Westerly right of way line for a distance of 117.75 feet to a point on the North line of said Section 14; thence run North 89 degrees 55 minutes 28 seconds East along the North line of said Section 14 for a distance of 89.48 feet to the Point of Beginning; said parcel of land containing 8.5227 acres, more or less.

BEING more particularly shown on plat of survey dated December 18, 2013 prepared by Carl Daniel Moore, Registered Land Surveyor Number 12159, Surveying Solutions, Inc., 2232 Cahaba Valley Drive, Suite F, Birmingham, AL 35242, incorporated herein by reference.

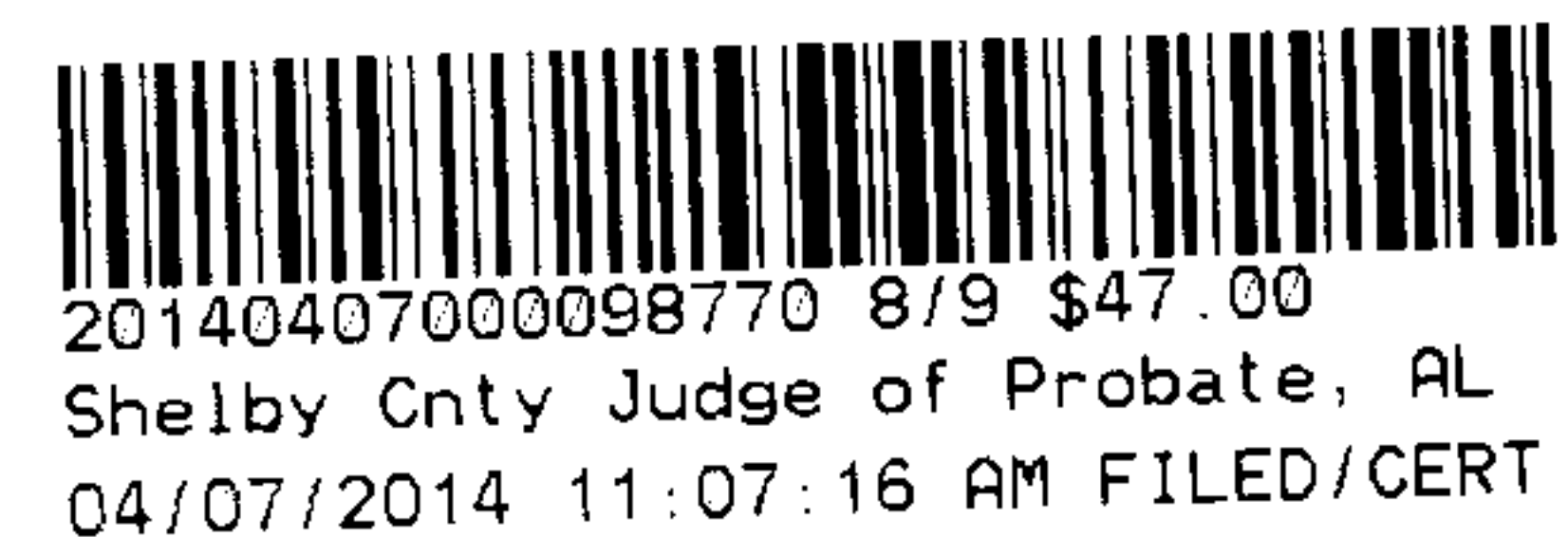


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BEING a portion of the property acquired by Alabama Mineral Railroad Company and the Louisville and Nashville Railroad Company, predecessors of Grantor, by the following instruments, recorded among the Public Land Records of Shelby County, Alabama:

<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book\Page</u>
SMITH, MILTON TRUSTEE & ANNETTE J	1/15/1921	68/209
CARTER, M S AND N E	12/23/1892	16/446
LOUISVILLE PROPERTY CO	2/1/1908	42/370

The Alabama Mineral Railroad Company merged into the Louisville and Nashville Railroad Company by deed dated September 29, 1903. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name CSX Transportation, Inc.
Mailing Address 500 Water Street
Jacksonville, FL 32202

Grantee's Name Buchanan Woodlands, LLC
Mailing Address P.O. Box 990
Selma, AL 36702

Property Address +/- .497 Acre Tract
+/- 7.511 Acre Tract
Shelby County, AL 35051

Date of Sale 04/04/2014

Total Purchase Price \$ 9,000.00

or

Actual Value \$ _____

or

Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☒ Sales Contract
☐ Closing Statement

- ☐ Appraisal
☐ Other _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if a

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 4/4/14

Print ALLEN S. NEEDS

Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) Circle one

Print Form

Form RT-1

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