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THIS INDENTURE Witnesseth that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, for and in consideration of the sum of

THIRTEEN THOUSAND AND 00/100 ($13,000.00)

Dollars in hand paid, and other valuable considerations, hereby conveys, releases, remises and forever quitclaims to the Grantee,

mail

CMC, INC.
P. O. Box 24676
Nashville, Tenn. 37202

all its right, title, interest and claim in and to the following described lands and property situated in the County of Davidson and State of Tennessee, to-wit:

Two parcels of land located in the Thirteenth Civil District in the City of Nashville, Davidson County, Tennessee described as follows: PARCEL NO. 1 That part of Lot 6 and that part of the South 50 feet, in equal width, of Lot 5 in McEwen's Subdivision lying Northwesterly of and adjacent to a line that lies parallel to and 25 feet Northwesterly from the centerline of the Illinois Central Gulf Railroad Company's main track;

Parcel No. 2 Beginning at a point in the South line of the North 50 feet, in equal width, of Lot 5 in McEwen's Subdivision, 50 feet perpendicularly distant northwesterly from the centerline of Grantor's main track; thence northeasterly parallel to and 50 feet northwesterly from said centerline of main track to a point in the East line of said Lot 5; Thence South along said East line to a point in a line that lies parallel to and 25 feet northwesterly from said centerline of main track; Thence southwesterly along the last said parallel line to a point in said South Line of the North 50 feet of Lot 5; Thence West along said South line to the point of beginning.

Grantee agrees to forever maintain an unobstructed sight zone over and across the premises herein above conveyed to provide a clear view between rail, pedestrian and vehicular traffic approaching the existing crossing in 26th Avenue (Euclid Street). Said sight zone being more particularly described as that part of the property herein above conveyed lying southeasterly of and adjacent to a line that extends northeasterly froma point on the East line of said 26th Avenue, 50 feet perpendicularly distant northwesterly from the centerline of Grantor's main track to a point on the East line of said Lot 5 of McEwen's Subdivision, 30 feet perpendicularly distant northwesterly from said centerline of main track. This covenant shall run with the land and be binding upon the Grantee, its successors and assigns.

~~Grantor reserves for itself, its successors and assigns all coal, oil,~~ gas, ores and any other minerals whether similar or dissimilar or ~~now~~ known to exist or hereafter discovered of every kind in, on ~~or under~~ said premises, together with the right at any time to explore, drill for, mine, remove and market all such prodicts in any ~~manner which~~ will not damage structures on the surface of said premises. Grantee will release for itself, its successors or assigns the ~~Grantor~~, its successors or assigns from any liability for any damages ~~attributable~~ to removing said minerals and this release shall run with ~~the land.~~

I.C.G.R.R. Co.

Grantor reserves the right for the continued maintenance, replacement and use of all existing conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

In Witness Whereof, ILLINOIS CENTRAL GULF RAILROAD COMPANY, The Grantor, has caused these presents to be signed by its Vice President, and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized, this 29TH day of APRIL , 19 77 .

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By _____
Vice President

ATTEST:

_____
Assistant Secretary

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

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I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that R. A. Irvine personally known to me to be the Vice President of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, and R. C. Wiese personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 29TH day of APRIL, 1977.

Arthur L. Kraus
Notary Public

My Commission Expires FEBRUARY 25, 1981

Description Approved _____

Form Approved _____
Attorney

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $13,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

C S Kyzar
Affiant

Subscribed and sworn to before me this 29TH day of APRIL, 19 77.

Arthur L. Spiros
Notary Public

My Commission expires: FEBRUARY 25 1981

Property Address:
Vacant Land

Mail Tax Bille To:

C M C
Bay 24676
Mesa-Ariz

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 13,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF May 19 77
Deputy Register

This instrument prepared by:

A.L. SPIROS
ILL. CENTRAL GULF RR. Co
233 N. MICHIGAN AVE.
CHICAGO, ILLINOIS

E 0 13 8 4 0

IDENTIF. REFERENCE

MAY 16 10 13 AM '77

FELIX A. DAVIDSON COUNTY, TENN. REGISTER

| | | | | | |
|---|---|---|---|---|---|
| MAY 16 77 | CONV | 13,000.00 | | | |
| MAY 16 77 | S'TAX | | B* | 33.80 | |
| MAY 16 77 | PR'FEE | | B* | .50 | |
| MAY 16 77 | W'DEED | | B* | 10.00 | * 44.30 |

RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS
ILLINOIS CENTRAL GULF RAILROAD COMPANY

RESOLVED:

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1. That the Chairman of the Board, the President, or the Vice President-Real Estate, without further approval of the Board, shall have the power to authorize the sale, grant or lease of any property or interest in property (real or personal) of the Company where the consideration does not exceed in the case of sale the sum of $100,000 or in the case of grants or leases the sum of $25,000 per year, and the President may in his sole discretion from time to time delegate this power to authorize sales, grants or leases to any one or more Vice Presidents.

2. That the Chairman of the Board, the President, any Vice President, General Manager of Real Estate, without further approval of the Board, shall be authorized to execute deeds, acts of sale, easements, servitudes, bills of sale, and any other instruments necessary or desirable to convey, sell, grant or transfer property or interests in property (real or personal) of the Company where the consideration does not exceed the sum of $100,000.

3. That the Chairman of the Board, the President, any Vice President, General Manager of Real Estate, without further approval of the Board, shall be authorized to execute leases of property (real or personal) of the Company where the rental provided for in the lease, does not exceed the sum of $25,000 per year; and provided further leases of real property may be executed by the Assistant Director of Real Estate, Manager Real Estate Operations, or Manager Real Estate Taxes and Administration of the Company where the rental provided for in the lease does not exceed the sum of $10,000 per year.

4. That execution heretofore of any deeds, acts of sale, bills of sale, easements, servitudes, leases or other instruments of sale or leases by any Vice President under delegation of authority from the President, and the execution of leases by any officer having a title designated in the preceding Paragraph 3 are hereby ratified, approved and confirmed.

5. Prior resolutions containing blanket authorizations covering sales, grants and leases are hereby rescinded except that any and all action taken pursuant thereto is hereby ratified, approved and confirmed.

I, R. C. WIESE, ASST. Secretary of Illinois Central Gulf Railroad Company, do hereby certify that the foregoing is a true and correct copy of resolutions duly adopted at a meeting of the Executive Committee of the Board of Directors of said Company duly called and held July 8, 1976, at which a quorum was present and acting throughout, and that said resolutions are still in effect.

WITNESS the seal of said Company and my signature this 29TH day of APRIL, 1977

ILLINOIS CENTRAL GULF RAILROAD CORPORATE SEAL 1971 DELAWARE

R. C. Wiese
Asst. Secretary