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To Be Assigned
RR Prop. Jo

Prepared by M. H. Smith
Atty-at-Law
328 W. Broadway
Louisville, Ky.

Address New Owner as Follows:

(Name)

(Address)

(City) (State) (Zip Code)

IDENTIF. REFERENCE

MAR 27 12 01 PM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Send Tax Bills to:

(Name)

(Address)

(City) (State) (Zip Code)

BOOK 5410 PAGE 413

AS A DONATION AND IN CONSIDERATION of the One Dollar ($1.00), cash in hand paid by UNITED STATES OF AMERICA, and its assigns, acting by and through GENERAL SERVICES ADMINISTRATION, an agency of the UNITED STATES OF AMERICA, having an office at 18th and F Streets, N.W., in the City of Washington, District of Columbia, hereinafter called Grantee, the receipt of which is hereby acknowledged, LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, hereinafter called the Railroad, does hereby warrant, grant, bargain sell and convey unto the Grantee, its successors and assigns, subject to the conditions hereinafter stated, Parcel A as shown on survey attached hereto and made a part hereof, a tract or parcel of land on which is situated the Nashville Union Station Building, being a tract in the First Civil District of Davidson County, Tennessee, bounded on the north by Broad Street, on the east by 10th Avenue, South, on the south and west by remaining lands of the Railroad, and being more particularly described as follows:

PARCEL A

Beginning at a point in the southwesterly intersection of Broad Street (U. S. Highway 70) and 10th Avenue, South, thence with the westerly margin of 10th Avenue South, South 27° 01' East, two hundred seven and thirty-seven hundredths (207.37) feet to a point on the face of a stone column; thence with said stone column South 63° 04' West, four and eighty-one hundredths (4.81) feet to the corner of said column; thence continuing with said column South 26° 56' East three and forty hundredths (3.40) feet to a point

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on the face of a building (Amtrak Station); thence with said building South 63° 04' West, forty-one and sixteen hundredths (41.16) feet to the corner of said building; thence continuing with said building South 26° 56' East, seventy-seven hundredths (0.77) feet to a point; thence along the southerly face of the existing steel columns supporting the concourse South 63° 01' 30" West, two hundred four and thirteen hundredths (204.13) feet to a point; thence seven (7.0) feet west of and parallel to the western side of Union Station North 26° 59' 38" West, two hundred nine and eighty-seven hundredths (209.87) feet to a point in the southerly margin of Broadway (U. S. Highway 70); thence with the southerly margin of Broadway (U. S. Highway 70) North 62° 39' East, fifty-one and sixty hundredths (51.60) feet to a point in an expansion joint; thence with the expansion joint around the stone columns North 27° 21' West, three and twenty-nine hundredths (3.29) feet to a point, said point being the northwest corner of the expansion joint; thence continuing with the expansion joint North 62° 39' East, sixty-one and forty-nine hundredths (61.49) feet to a point, said point being the northeast corner of the expansion joint; thence continuing with the expansion joint, South 27° 21' East, three and twenty-nine hundredths (3.29) feet to a point in the southerly margin of Broadway (U. S. Highway 70); thence with said southerly margin North 62° 39' East, one hundred thirty-six and ninety-four hundredths (136.94) feet to the point of beginning. Containing 52,837 square feet or 1.213 acres, more or less. Being part of the property conveyed to Louisville and Nashville Railroad Company from Louisville and Nashville Terminal Company, as of record in Book 3432, Page 179, R.O.D.C.

This conveyance is made subject to an easement granted by the Grantor herein to the Department of Highways and Public Works of the State of Tennessee by deed dated July 2, 1946, for the construction and maintenance of Broad Street (U.S. Highway 70).

There is also conveyed by the Railroad to the Grantee all strips or gores of land, if any, lying between the parcel of land above described according to the courses and distances therein recited, and the existing southerly margin of Broad Street and the existing westerly margin of 10th Avenue South, together with all right, title and interest of the Railroad, if any, in and to that portion of 10th Avenue South lying between the centerline of the Avenue and that part of its westerly margin adjoining the easterly boundary of the parcel of land above described.

The Railroad reserves for itself, its successors and assigns, a perpetual easement for the construction, operation and maintenance of railroad tracks and their appurtenant facilities upon the entire surface of that part of the land hereby conveyed which is outside of the existing stone walls and foundations of the Union Station Building, together with an easement for the operation and maintenance of the presently existing tracks and their appurtenances that are located under the Union Station Building and within the confines of its stone walls and foundations; GSA shall not reduce the existing clearances corridor for each of said tracks under the building without the Railroad's approval; however, the Railroad reserves the right to increase and improve these clearances by lowering the elevation of its tracks to the extent that this may be done without endangering the integrity of the building. The easement for railroad tracks outside the Union Station Building shall be limited vertically to the area between the ground surface and a plane parallel to and 30 feet above the top of rail; provided, however, that the easement rights of the Railroad reserved hereunder shall be subject to the continuing right of the Grantee, its successors and assigns, to maintain and renew within the easement area all existing columns, pillars, pilings, footings and other supports and appurtenances of the existing concourse, walkways, parking deck and other

structures appurtenent to the Union Depot Building above the easement area. In the event the Grantee shall wish to relocate or alter any existing columns, pillars, pilings, footings and other supports, or to construct any such new or additional facilities within said easement area, they shall be so located as to provide no less than 10 feet horizontal clearance from the centerline of all railroad tracks. In its use of the easement area the Railroad shall have the continuing right to relocate thereon any or all existing tracks, and to construct new and additional tracks, as may be necessary or desireable for its railroad operations or because of development projects on the Railroad's remaining lands in the vicinity. Should such track relocation or construction require alterations in or relocation of, any columns, pillars, pilings, footings or other supports, or appurtenances of the existing concourse, walkways, parking decks and other structures appurtenant to the Union Station Building above the easement area, the Railroad, its successors and assigns, shall have the continuing right to alter and relocate the same, at its expense. Provided, however, that any such alteration and relocation by the Railroad must provide for continuing safe and adequate support for said overhead structures in accordance with sound engineering principles, and the plans for the altered or relocated supports, and the method of accomplishing the work, must receive the prior approval of the Grantee, its successors or assigns, which approval must not be unreasonably withheld.

The Railroad further reserves to itself a right or easement for the continued operation and maintenance of a mail conveyor device now in place upon or across the above described property at or near the retaining wall on the 10th Avenue, South side, said mail conveyor device being the property of The Sunday School Board of the Southern Baptist Convention and maintained under an agreement between it and the Railroad; the right hereby reserved to the Railroad shall endure until such time as the mail conveyor device

upon the above described property may be abandoned or dismantled, or until said agreement with The Sunday School Board of the Southern Baptist Convention, as it may be amended or extended by the Railroad, expires or is terminated, whichever first occurs.

The Railroad contemplates development of its properties adjoining the land conveyed by this deed, which may result in the construction of buildings that will require pedestrian access to 10th Avenue, South, and the Railroad therefore reserves, for itself, its successors and assigns, a perpetual easement for a pedestrian walkway upon and along the concourse adjoining the southerly side of the Union Station Building, and extending the length of said concourse between 10th Avenue, South, on the east and the end of the concourse on the west, together with the right to connect said concourse to walkways and structures upon the Railroad's remaining lands. Said easement shall be appurtenant to the Railroad's remaining lands south and west of the property conveyed hereby.

The Grantor also grants the Government an easement above the first floor elevation as distinguished from track level for light, air and view over Parcel "B" shown on survey attached and described as follows:

PARCEL B

Beginning at a point in the southerly margin of Broadway (U. S. Highway 70), said point being North 62° 39' East, ninety-nine and sixty hundredths (99.60) feet from an existing rail monument in the southerly margin of Broadway (U. S. Highway 70); thence with the southerly margin of Broadway (U. S. Highway 70) North 62° 39' East, eighteen (18.0) feet to a point; thence seven (7.0) feet west of and parallel to the western side of Union Station South 26° 59' 38" East two hundred nine and eighty-seven hundredths (209.87) feet to a point; thence, along the southerly face of the existing steel columns supporting the concourse of Union

Station, South 63° 01' 30" West, eighteen (18.0) feet to a point; thence twenty-five (25.0) feet west of and parallel to the western side of Union Station North 26° 59' 38" West, two hundred nine and seventy-five hundredths (209.75) feet to the point of beginning. Containing 3,777 square feet or 0.087 acre, more or less. Being part of the property conveyed to Louisville and Nashville Railroad Company from Louisville and Nashville Terminal Company, as of record in Book 3432, Page 179, R.O.D.C.

The Grantor covenants that, insofar as it legally may, during the development of the Grantor's adjoining property, it will not construct or permit the construction of any building or structure in the Grantor's present air space within twenty-five (25) feet of the west wall of the Union Station building and above the elevation of the surface of the first floor as distinguished from the track level at the southwest corner of Union Station other than such minor auxiliary facilities as fencing, lighting poles or standards, signs and traffic control devices. In any conveyance of the adjoining property, the Grantor agrees to include in the deed a covenant running with the land covering the above restriction, which may be enforced by the Government.

Moreover, Grantor grants, bargains and sell to the Government an easement over and through that portion of Parcel B wherein there presently exists a portion of the concourse to maintain, alter, preserve and protect said portion of the concourse within said Parcel B above described. Further, Grantor grants, bargains and sells to the Government an easement over and through the following parcel of property identified as Parcel "C" the right to maintain, alter, preserve and protect the concourse, as in Parcel B and also as in Parcel A hereinbefore described.

PARCEL C

Beginning at a point which is the southwest corner of the most southwesterly column supporting the concourse of Union Station; thence along the westerly face of the existing columns North 26° 55' 30" West, twenty-seven and seventy-five hundredths (27.75) feet to the northwest corner of the most northwesterly column supporting the concourse, thence North 63° 01' 30" East, six and fourteen hundredths (6.14) feet to a point in the western boundary of Parcel B; thence with the western boundary of Parcel B South 26° 59' 38" East, twenty-seven and seventy-five hundredths (27.75) feet to a point, said point being the southwest corner of Parcel B; thence with the southerly face of the Columns South 63° 01' 30" West six and seventeen hundredths (6.17) feet to the point of beginning. Containing 171 square feet or 0.004 acre, more or less, being part of the property conveyed to Louisville and Nashville Railroad Company from Louisville and Nashville Terminal Company, as of record in Book 3432, Page 179, R.O.D.C.

The Railroad further reserves for itself, its successors and assigns, a perpetual pedestrian easement across the southeasterly corner of the land hereby conveyed, sufficient for adequate passage between doors in the north end of the Railroad's stone baggage building adjoining the southeasterly portion of said land conveyed and 10th Avenue, South.

As of the date of this deed, the Railroad is furnishing the National Railroad Passenger Corporation (Amtrak) with certain passenger terminal facilities at the Nashville Union Depot, as required by the Railroad's Operating Agreement with Amtrak. The Railroad therefore reserves to itself, for the use and benefit of Amtrak, the right for the Railroad and Amtrak to use, in connection with Amtrak's rail passenger and express buisiness, the following things:

(a) The concourse adjoining the Union Station building on the south side, between 10th Avenue, South and the west end of the concourse, for access to the tracks.

(b) The right to maintain, renew, operate and use so much of the escalators, stairways and freight elevator giving access between the concourse mentioned in (a) above and the trackside passenger platforms as may extend upon the land hereby conveyed.

(c) The use of the trackside passenger platform with their utilities and appurtenances, upon the land hereby conveyed, as such platforms now exist or as they may be relocated to conform to any track changes or relocation.

The Grantee covenants that it will make available parking spaces for patrons of Amtrak upon the parking deck between the west margin of 10th Avenue South and the Union Station Building south of Broad Street. As a minimum, such parking spaces will be made available to patrons of Amtrak on a nondiscriminatory and non-exclusive basis, to at least, the same extent the Grantee will make parking spaces available to other visitors to the Union Station, or as otherwise may be agreed upon between the Grantee and Amtrak.

In the event that Amtrak should contend that the parking arrangements to be made by the Grantee for Amtrak and its patrons hereunder are unsatisfactory or insufficient, and should Amtrak demand that the Railroad furnish substitute parking facilities reasonably equivalent in utility to those available to it prior to this conveyance to the Grantee, as provided by a provision of the current operating agreement in force between the Railroad and Amtrak, then the Grantee covenants that it will cooperate with the Railroad and Amtrak in regard to allotting an appropriate number of parking spaces for exclusive use of Amtrak patrons at Nashville Union Station.

All rights mentioned in this deed for the benefit of or in connection with Amtrak's operations shall continue in existence for so long as Amtrak, or any successor to its passenger train operations, has need of a rail passenger terminal at or about Union Station. BOOK 5410 PAGE 421

TO HAVE AND TO HOLD the above described land, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining, to the said Grantee and its assigns forever, and the Railroad warrants title to the same against all persons whomsoever.

IN WITNESS WHEREOF, the Louisville and Nashville Railroad Company, Grantor herein, has caused these presents to be signed by its duly authorized officer and its corporate seal, duly attested, to be hereunto affixed, this 27th day of February, 1979.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

Attest:

David D. Owen
Assistant Secretary

By Philip M. Lanier
Philip M. Lanier
Executive Vice President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

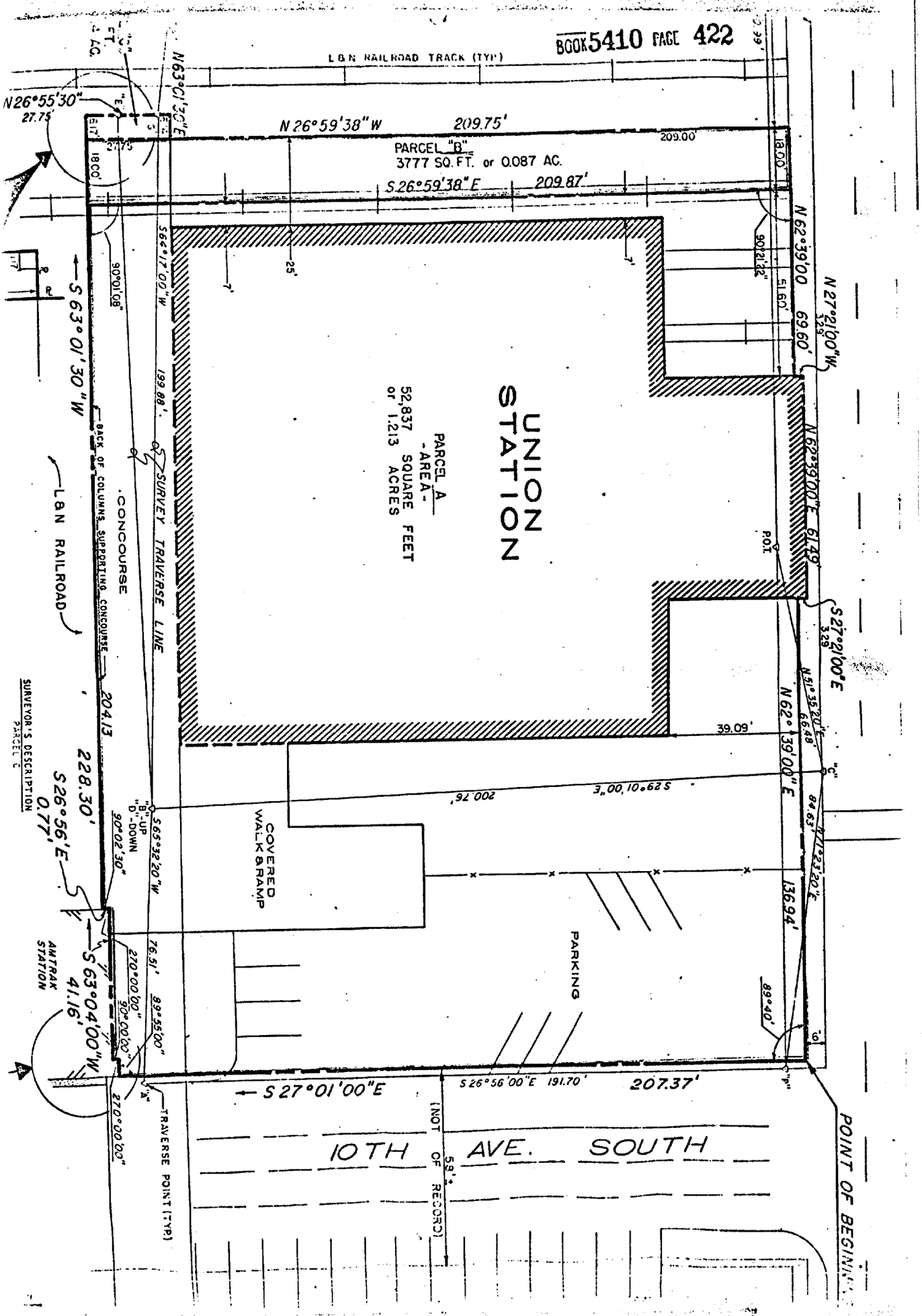
Before me, a Notary Public of the Commonwealth and County aforesaid, personally appeared Philip M. Lanier, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Executive Vice President of the Louisville and Nashville Railroad Company, the within named bargainor, a corporation, and that he as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Executive Vice President.

My commission expires November 10, 1980.

Witness my hand and seal, at office in Louisville, Jefferson County, Kentucky, this 27th day of February, 1979.

Paul W. Huffman
Notary Public
STATE AT LARGE

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RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.