Prepared by:
Ralph O. Howard
Office of Regional Counsel
GSA, Region IV, Atlanta, GA

OUITCLAIM DEED

BOOK 6631 PAGE 591

STATE OF GEORGIA)
)
COUNTY OF FULTON)

THIS INDENTURE, made this 30th day of Sept., 1985, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to powers and authority contained in the provisions of the Federal Property Administrative Services Act of 1949, approved June 30, 1949 (P.L. 81-152) as amended (40 U.S.C. 484(k)(3)), and regulations and orders promulgated thereunder, Grantor, and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a body politic of the State of Tennessee, Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the perpetual use and maintenance of the property herein described as and for an historic monument, and for no other purpose, all in accordance with the Program of Preservation and Utilization dated May 15, 1984, a copy of which Program of Preservation and Utilization is on file in the Department of Interior, National Park Service, Washington, D.C. and in the Office of General Services Administration, Region 4, Atlanta, Georgia,

doth by these presents remise, release and forever quitclaim unto said Grantee that certain 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 lands of the Louisville and Nashville Railroad Company, 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 degrees 01 minutes 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 degrees 04 minutes West, four and eighty-one hundredths (4.81) feet to the corner of said column; thence continuing with said column South 26 degrees 56 minutes East three and forty hundredths (3.40) feet to a point on the face of a building (Amtrak Station); thence with said building South 63 degrees 04 minutes West, forty-one and sixteen hundredths (41.16) feet to the corner of said building; thence continuing with said building South 26 degrees 56 minutes 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 degrees 01 minutes 30 seconds 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 degrees 59 minutes 38 seconds 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 degrees 39 minutes 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 degrees 21 minutes 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 degrees 39 minutes 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 degrees 21 minutes 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 degrees 39 minutes 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, Records of Davidson County and conveyed to the United States from Louisville and Nashville Railroad Company, as of record in Book 5410, Pages 413-422, Records of Davidson County.

This quitclaim is made subject to an easement 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 quitclaimed by the United States 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 United States, 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.

SUBJECT TO all rights, reservations, easements, and restrictions of the Louisville and Nashville Railroad Company as set out in conveyance from the Louisville and Nashville Railroad Company to the United States, as of record in Deed Book 5410, Pages 413 through 422, Records of Davidson County.

PARCEL B

BEGINNING at a point in the southerly margin of Broadway (U.S. Highway 70), said point being North 62 degrees 39 minutes 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 degrees 39 minutes 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 degrees 59 minutes 38 seconds 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 degrees 01 minutes 30 seconds 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 degrees 59 minutes 38 seconds 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, Records of Davidson County and conveyed to the United States from the Louisville and Nashville Railroad Company, as of record in Book 5410, Pages 413-422, Records of Davidson County.

SUBJECT TO all rights, reservations, easements, and restrictions of the Louisville and Nashville Railroad Company as set out in conveyance from the Louisville and Nashville Railroad Company to the United States, as of record in Book 5410, Pages 413 through 422, Records of Davidson County.

MOREOVER, Grantor remises, releases and quitclaims to the Grantee 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 remises, releases and quitclaims to the Grantee 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. Said easement being the easement conveyed by Louisville and Nashville Railroad Company to the United States, as of record in Book 5410, Pages 413 through 422, Records of Davidson County.

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 degrees 55 minutes 30 seconds 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 degrees 01 minutes 30 seconds 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 degrees 59 minutes 38 seconds 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 degrees 01 minutes 30 seconds 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, Records of Davidson County and

conveyed to the United States from the Louisville and Nashville Railroad Company as of record in Book 5410, Pages 413 through 422, Records of Davidson County.

SUBJECT TO all rights, reservations, easements, and restrictions of the Louisville and Nashville Railroad Company as set out in conveyance from the Louisville and Nashville Railroad Company to the United States, as of record in Book 5410, Pages 413 through 422, Records of Davidson County.

PARCEL D

Grantor remises, releases and quitclaims all that part or parcel of land conveyed to the United States from the State of Tennessee as of record in Book 5410, Pages 411-412, being a protrusion of the front entrance support columns of Union Station into the southerly right-of-way of Broad Street (U.S. Highway 70). Said tract being in the First Civil District of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the westerly side of the most northwesterly stone column, said point being N 62 degrees 39 minutes 00 seconds East 171.3 feet, more or less. From an existing railroad monument in the southerly margin of Broad Street;

Thence, with the westerly face of said column northwestwardly 2.8 feet, more or less;

Thence, with the northerly face of the column line as extended 56.9 feet, more or less;

Thence, with the easterly face of the north-easternmost column 2.6 feet, more or less, to a point in the southerly right-of-way;

Thence, with the southerly right-of-way South 62 degrees 39 minutes 00 seconds West, 56.9 feet, more or less, to the point of beginning.

Containing 153 square feet, more or less.

SUBJECT, HOWEVER, to all existing easements for streets, roads, highways, railroads, pipelines, public utilities, and all other rights, easements, restrictions, and reservations of record.

SUBJECT, ALSO, to the following conditions:

(1) All oil, gas and mineral rights shall be reserved unto Grantor.

(2) The significant architectural features of the interior of the building shall be preserved in accordance with the Preservation Plan submitted with the application dated May 15, 1984, by the Metropolitan Government of Nashville and Davidson County, Tennessee, and approved by the National Park Service, U.S. Department of Interior.

(3) The exterior architectural and structural integrity of the building shall be preserved, and any future maintenance, restoration, repairs or any actions affecting the exterior of the structure shall be accomplished in such manner as to be authentic historically and architecturally.

(4) The property shall be used and maintained for historical monument purposes in perpetuity and if said property ceases to be used or maintained for that purpose, all of the property granted hereunder, in its then existing condition shall, at the option of the United States, revert to the United States in accordance with Title 40, U.S.C. 484(k)(3)(B)(i).

(5)(a) Grantee is aware that the property herein conveyed has in the past contained the fungus cryptococcus neoformans

and may have also contained the fungus histoplasmosis capsalatum. Grantee is aware of the treatments applied by GSA to eliminate these hazardous fungi.

(b) Grantee is aware that the adjacent rail shed and other nearby areas may contain one or both of these fungi associated with the presence of pigeon guano. Grantee is aware that GSA does not and cannot control or treat the rail shed and other nearby areas not owned by GSA.

(c) Grantee is aware that despite the efforts of GSA that the continued presence of great quantities of pigeons in the immediate area may have already contributed to possible reinfestation of the treated premises or may cause reinfestation at any time in the future.

(d) Grantee is aware that if there is presently or in the future a presence of these two fungi, such presence could represent a hazard to human health and such hazard should again be eliminated this time by Grantee prior to renovation or construction.

(e) Grantee will accept the premises as is and hereby indemnifies and holds harmless the United States of America, the General Services Administration, and employees of the United States employed by any agency thereof for any claims or judgments arising from the presence, if any, on the premises of any and all hazards as of the day of this conveyance and subsequent to said date.

TO HAVE AND TO HOLD the said property, together with all and singular the appurtenances thereunto belonging or in anywise

appertaining, and all the estate, right, title, interest or claim whatsoever of the Grantor, either in law or in equity, subject to the exceptions, reservations, restrictions, conditions and covenants herein expressed and set out, to the only proper use, benefit and behoof of the said Grantee, forever.

The property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

IT IS AGREED AND UNDERSTOOD by and between the Grantor and the Grantee, and the Grantee by its acceptance of this Deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The property shall be forever used and maintained as and for an historical monument and for those purposes only in accordance with the application and approved program of preservation and utilization hereinbefore referred to. Said program of preservation and utilization may be amended from time to time at the request of either the grantee or the United States of America, with the written concurrence of the other party,

and such amendment shall be added to and become a part of the aforesaid approved program of preservation and utilization.

2. From the date of this conveyance, the Grantee, its successors and assigns, shall file biennial reports with the Secretary of the Interior, setting forth the use of the property during the preceding two-year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.

3. Other than as provided for in the approved "Program of Preservation and Utilization," the Grantee will not sell, lease, assign, or otherwise dispose of any of the premises above described, except to another local government agency that the Secretary of the Interior is satisfied can assure the continued use and maintenance of the property as and for an historic monument.

4. The Grantor shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full unrestricted possession, control and use of the premises, or any part thereof, without charge:

EXCEPT that the Grantor shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, the Grantor shall pay a fair rental for the entire portion of the premises so used.

5. That, as part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this Deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of

1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish the original of such agreement to the Secretary of the Interior, or his successors, upon his request therefor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or

designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor, and enforceable by the Grantor against the Grantee, its successors and assigns.

6. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal inability of the said Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the UNITED STATES OF AMERICA at its option, and it shall have the immediate right of entry upon said premises, and the Grantee, it successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging.

7. In the event of a breach of any condition of covenant herein imposed, the Secretary of the

Interior may immediately enter and possess himself of title to the herein conveyed premises for and on behalf of the UNITED STATES OF AMERICA.

8. In the event of a breech of any condition or covenant herein imposed, the Grantee will, upon demand by the Secretary of the Interior, take such action, including the prosecution of suit, or execute such instruments as may be necessary or required to evidence transfer of title to the herein conveyed premises to the UNITED STATES OF AMERICA.

9. PROVIDED, HOWEVER, that the failure of the Secretary of Interior to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

10. That at such time as the building situated on the above-described property is demolished, any Document Box which should be located behind the cornerstone shall remain the property of

Grantor and shall be delivered unopened to the National Archives and Records Service, Washington, D.C.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through
Administrator of General Services

WITNESSES:

By: Donald F. Layfield
DONALD F. LAYFIELD
Regional Administrator
General Services Administration
Region IV, Atlanta, GA

STATE OF GEORGIA)
)
COUNTY OF FULTON)

This day, before the undersigned, personally appeared DONALD F. LAYFIELD, to me well known and known to be the person described in and who executed the foregoing instrument of conveyance on behalf of the UNITED STATES OF AMERICA, and acknowledged that he, being thereunto duly authorized as Regional Administrator, General Services Administration, Region 4, Atlanta, Georgia, executed the same for the purposes

as the free act and deed of the UNITED STATES OF AMERICA, the Administrator of General Services, the General Services Administration and himself.

IN WITNESS WHEREOF, I have hereunto affixed my official seal of office in Atlanta, Georgia, this the 30th day of September, 1985.

Katherine Buono

Katherine Buono
Notary Public
Georgia, State at Large
My commission expires 7/2/88

KATHERINE BUONO NOTARY PUBLIC GEORGIA STATE AT LARGE

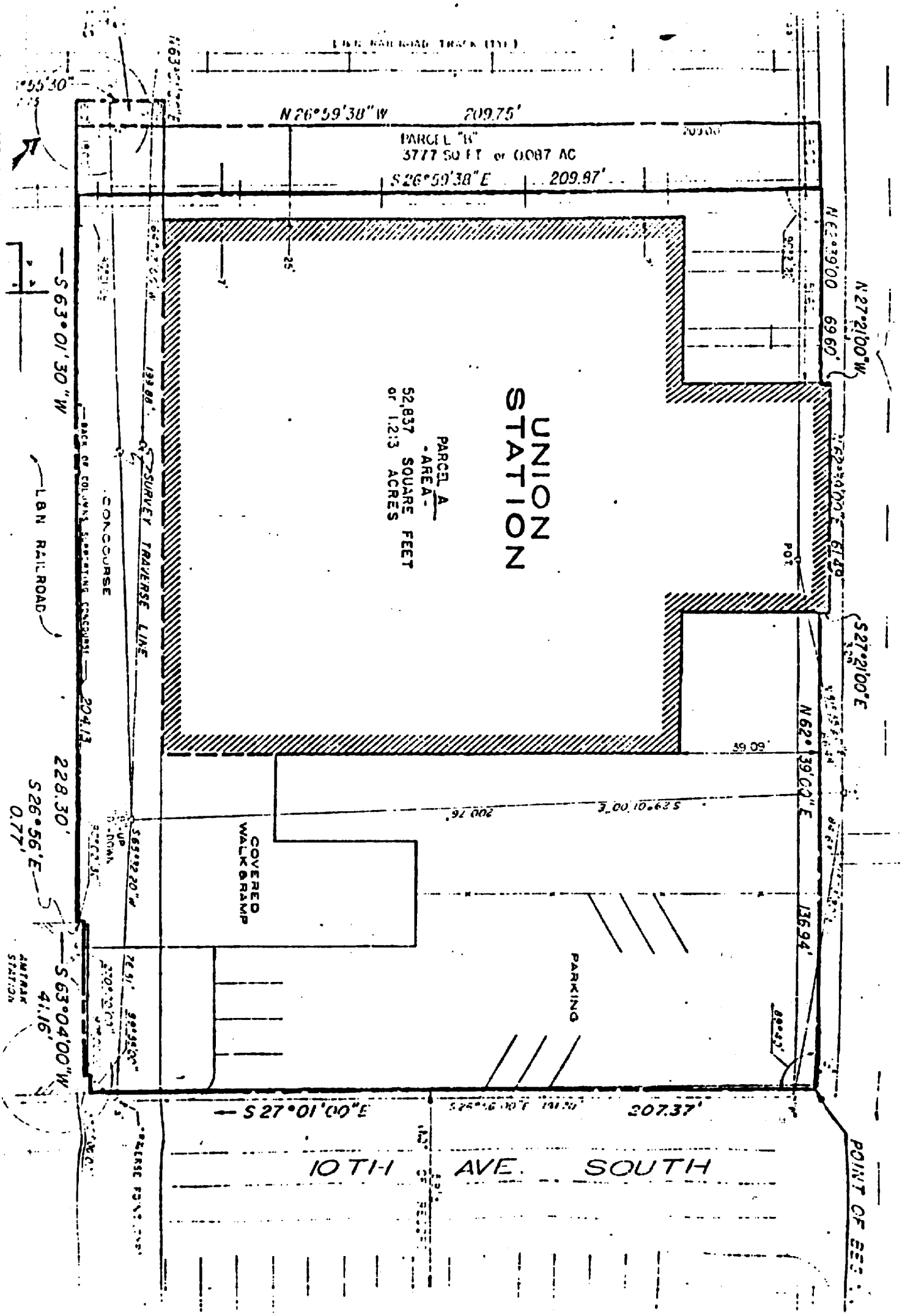
RUSH

44270

IDENTIFICATION REFERENCE

Oct 14 2 49 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN


L&N RAILROAD TRACK (TYP.)
N 26°59'38" W 209.75'
PARCEL "B"
3777 SQ FT or 0.087 AC
S 26°59'38" E 209.87'
N 27°21'00" W 69.60'
S 63°01'30" W
UNION STATION
PARCEL A
-AREA-
52,837 SQUARE FEET
or 1.213 ACRES
SURVEY TRAVERSE LINE
CONCOURSE
L&N RAILROAD
N 62°39'00" E 136.94'
S 27°21'00" E
POT
39.09'
228.30'
S 26°56'E
0.77'
S 63°04'00" W
41.16'
COVERED WALK & RAMP
PARKING
AMTRAK STATION
S 27°01'00" E 207.37'
10TH AVE. SOUTH
POINT OF BEG.