SPECIAL WARRANTY AND QUITCLAIM DEED
AND EASEMENT AGREEMENT

APPROVED AS TO FORM CSX RAIL TRANSPORT

BOOK 7187 PAGE 216

Address New Owner:	Map-Parcel Numbers:
SHED, Ltd. 217 West Main Gallatin, TN 37066	R.R. prop. 1s
Send Tax Bills To:	**Address of Mortgagee**
SHED, Ltd. 217 West Main Gallatin, TN 37066	CSX Transportation, Inc c/o CSX Realty One James Center Richmond, Virginia 23219

THIS DEED, made this 10th day of March, 1987, between CSX TRANSPORTATION, INC., a Virginia corporation (the "Grantor"); SHED, LTD., a Tennessee limited partnership, (the "Grantee"); and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee, under the First and Refunding Mortgage dated August 1, 1921, filed January 19, 1922 and recorded in Book 592, pg. 1, as supplemented and modified, made by the former Louisville and Nashville Railroad Company, to which CSX Transportation, Inc. is successor by

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $2,700,000.00.

Affiant

Subscribed and sworn to before me, this 23rd day of March, 1987.

Notary Public
My commission expires:

merger, (the "Trustee").

For and in consideration of Two Million Seven Hundred Thousand Dollars ($2,700,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant, bargain and convey unto the Grantee, its successors and assigns, all those certain tracts or parcels of land, lying and being in Davidson County, Tennessee, more particularly bound and described as Tracts A and G in Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH the buildings and non-rail improvements thereupon erected, made or being, and all and every of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

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AND FOR THE SAME CONSIDERATION, Grantor does hereby remise, release and forever quitclaim unto Grantee, its successors and assigns, all of Grantor's right, title and interest, if any, in and to those certain tracts or parcels of land lying and being in Davidson County, Tennessee, more particularly bound and described as Tracts D, E and F in Exhibit A.

TO HAVE AND TO HOLD the aforesaid Tracts A, D, E, F, and G, with all appurtenances thereunto belonging, to Grantee, its successors and assigns forever.

SUBJECT, however, to reservations, liens, encumbrances, exceptions and restrictions of record; zoning ordinances and subdivision regulations and laws, if any; and taxes and assessments, both general and special, not yet due and payable, but which have been prorated between the parties. Also subject to matters shown on a Boundary Survey by Kevin Tucker and Associates, P.C., last revised March 20, 1987, a reduced copy of which is attached hereto and made a part hereof as Exhibit B.

AND GRANTOR will warrant and defend Tracts A and G with the appurtenances thereunto belonging to Grantee, its successors and assigns,

and to the rights of others, if any, to the ownership and use of the mail conveyor belt system through a portion of the property hereby conveyed.

forever against all lawful claims and demands whatsoever of all persons claiming by, through or under Grantor, except those described in the foregoing as to which this conveyance is expressly made subject.

AND FOR THE SAME CONSIDERATION, Grantor does hereby give, grant, bargain and convey unto Grantee an easement appurtenant to Tract A and over that certain tract or parcel of land lying and being in Davidson County, Tennessee more particularly bound and described as Tract B in Exhibit A for the sole purpose of preserving and maintaining, as presently situated, or removing, the roof overhang of the railroad shed immediately adjacent to and east of Tract B. Grantee acknowledges and understands that Tract B is presently utilized by Grantor for railroad operations and that any and all maintenance and/or reconstruction, as well as removal, of the overhang within Tract B must be coordinated by Grantee with Grantor. In the event Grantee removes the overhang, or any portion thereof, and fails to reconstruct the same within five (5) years of such removal, which reconstruction must be substantially identical to the present configuration of the overhang but may nevertheless be at a higher elevation than at present, this easement shall cease, terminate and automatically revert to Grantor as to that portion of the overhang not so reconstructed without further action on the part of either Grantor or Grantee.

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EXCEPTING AND RESERVING from the operation and effect of this conveyance, however, unto Grantor, its successors and assigns, the ownership in all existing tracks, other track materials, and related track facilities, including, but not limited to, signal installations, located within Tracts A, D, E, F and G, together with an easement for the removal of said tracks, other track materials and related track facilities and the right to operate, use, maintain, and replace the related track facilities (but not tracks except as hereinafter specifically identified) currently used by Grantor for

(to a minimum vertical clearance of 25 feet above the rail, or clearance as of the date of this deed, whichever is less)

railroad operations, along with the right to operate, use, maintain and replace the tracks identified as the Northbound Mainline, Track No. 38, and the sidetrack to Track No. 38 on a Boundary Survey by Kevin Tucker and Associates, P.C., last revised May 20, 1987, designated as Project No. 86421, a reduced copy of which is attached hereto and made a part hereof as Exhibit B.

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IN CONNECTION WITH THIS CONVEYANCE, Grantee has delivered to Grantor its deed of trust note in the original principal sum of Two Million One Hundred Sixty Thousand Dollars ($2,160,000.00) secured by the tracts and easement herein conveyed (collectively the "Premises"). In addition, Grantor and Grantee have entered into negotiations regarding the purchase of a parcel of land adjacent to the Premises (hereinafter referred to as the "Adjoining Premises"), which negotiations it is anticipated will have been formalized in an Option Agreement (the "Option Agreement") by the time of this conveyance. Grantor and Grantee agree that the easements therein excepted and reserved by Grantor shall automatically terminate one hundred twenty (120) days after written notice by Grantee to Grantor of Grantee's payment to Grantor of One Million Three Hundred Thousand Dollars ($1,300,000.00) (the "Easement Termination Price") toward any or all of the following purposes:

a. Payments made to the Grantor by Grantee in cash in connection with the closing of Grantee's acquisition of the Premises;

b. Principal payments made by Grantee to Grantor pursuant to the deed of trust note delivered by Grantee to Grantor in partial payment of the Purchase Price for the Premises;

c. The cash payments made by Grantee to Grantor pursuant to a closing in purchase of the Adjoining Premises; and

d. The principal payments made by Grantee pursuant to any purchase money note delivered by Grantee to Grantor in connection with the closing and purchase of the Adjoining Premises.

Upon payment of the Easement Termination Price, and termination, as hereinbefore stated, of the easements herein excepted and reserved by Grantor, Grantor agrees to execute and deliver for recording in the Register's Office for Davidson County, Tennessee, and other appropriate public offices, an instrument to be prepared by Grantee, and in form acceptable to Grantor and Grantee, expressly terminating the easements herein excepted and reserved by Grantor. In the event that Grantor does not remove all then existing tracks, other track materials and related track facilities from the premises (except Tract B) prior to termination of the easements herein excepted and reserved by Grantor, then all other track materials and related track facilities remaining on the Premises shall be deemed and become the property of the Grantee.

AND 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 land described herein and the adjacent land of Grantor or of any 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, loss or injury that may result by reason of the nonexistence or the condition of any fences, railings or guard rails.

AND GRANTOR AND GRANTEE hereby agree that the terms and conditions herein set forth shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

The recitals of fact made hereinabove are to be taken only as recitals made by the Grantor and Grantee and not be Trustee.

The property hereinabove conveyed is subject to the lien of the First and Refunding Mortgage made by the former Louisville and Nashville Railroad Company, dated as of August 1, 1921, filed January 19, 1922, recorded in Book 592, pg. 1, as supplemented and modified, under which mortgage United States Trust Company of New York is Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the lien of said mortgage pursuant to the provisions of Section 1 of Article Ten thereof.

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IN WITNESS WHEREOF, Grantor, Grantee and Trustee have caused this Special Warranty and Quitclaim Deed and Easement Agreement to be executed, this 10th day of March, 1987, the corporate parties, if any, having caused their names to be signed hereto by duly authorized officers as of said day and date.

Signed, sealed and delivered
in the presence of:

Sandra K. Vaughn

Betty S. Jones

CSX TRANSPORTATION, INC.

By J. Kiesler
Assistant Vice President
CSX Rail Transport

Attest: David M. Yearwood
David M. Yearwood
Assistant Secretary

Signed, sealed and delivered
in the presence of:

Robt. E. Wood

Peter K. Clapper

SHED, LTD.

By: SHED, Inc., a Tennessee corporation and general partner

By Leon Moore pres.
Name: Leon Moore
Title: President

Attest:

Signed, sealed and delivered
in the presence of:

UNITED STATES TRUST COMPANY OF
NEW YORK, as Corporate Trustee
as aforesaid

By _____
Vice President

Attest: _____
Assistant Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

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Personally appeared before me, Kathryn R. Casey, a Notary Public of the State and County aforesaid, J. L. KIESLER and DAVID M. YEARWOOD, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of CSX Transportation, Inc., a corporation, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereby by J. L. KIESLER, as its Assistant Vice President and attesting the same by DAVID M. YEARWOOD, as its Assistant Secretary and affixing the corporate seal thereto.

Witness my hand and seal at office in Jacksonville, this 10th day of March, 1987.

My commission expires NOTARY PUBLIC, STATE OF FLORIDA ... 2nd 1990 ...

Kathryn R. Casey
Notary Public

(Notarial Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, _____, a Notary Public of the State and County aforesaid, LEON MOORE, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Shed, Inc.., a Tennessee corporation and general partner of SHED, LTD., the within named bargainee, a Tennessee limited partnership, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of corporation by himself as President, as General Partner of SHED, LTD.

Witness my hand and seal at office in Nashville, this 23rd day of March, 1987.

My commission expires 11/12/89.

Notary Public

(Notarial Seal)

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STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, ROBERT E. PATTERSON III Notary Public of the State and County aforesaid, JAMES E. LOGAN and WILLIAM EISING, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereby by JAMES E. LOGAN, as its Assistant Vice President and attesting the same by WILLIAM EISING, as its Assistant Secretary and affixing the corporate seal thereto.

Witness my hand and seal at office in NEW YORK, this 11th day of March, 1987.

ROBERT EARLY PATTERSON, III
NOTARY PUBLIC, State of New York
No. 4784543
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires March 30, 1987

My commission expires 3-30-87.

Notary Public

(Notarial Seal)

This instrument prepared by:

Mark S. Hoffmann, Associate Counsel
CSX Realty, Inc.
1700 One James Center
Richmond, VA 23219

PROPERTY DESCRIPTIONS

TRACTS "A" & "G"

BEING land in the First Civil District of Davidson County, Tennessee, and more particularly described as follows:- BEGINNING at a point in the north right-of-way line of Demonbruen Street and at the southwest corner of Tract "E"; thence with said street S62° 44' 04"W. 277.76 feet to a point; thence with the west side of a concrete platform N26° 41' 31"W, 537.69 feet to a point; thence N63° 01' 30"E, 230.59 feet to a point at the face of the baggage building, said point being the northwest corner of Tract "G"; thence continuing with same line, N63° 01' 30"E, 0.12 feet to a point in the baggage building; thence N26° 56' 00"W, 0.77 feet to a point; thence N63° 04' 00"E, 41.16 feet to a point; thence N26° 56' 00"W, 3.40 feet to a point; thence N63° 04' 00"E, 4.81 feet to a point at the southeast corner of the Union Station Hotel property; thence with the east line of Tract "G", S27° 01' 00'E, 279.56 feet to a point at the southeast corner of Tract "G"; thence with the east line of Tract "A", S27° 01' 00" E, 60.87 feet to the northwest corner of Tract "E"; thence with the west line of Tract "E", S26° 27' 07"E, 200.00 feet to the point of beginning and containing 3.43 acres, inclusive of Tract "G".

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TRACT "B"

BEING land in the First Civil District of Davidson County, Tennessee, and more particularly described as follows: BEGINNING at a point 0.75 feet west of the centerline of a railroad track adjacent to the west side of Union Station Shed, said point being 209.75 feet south of the south right-of-way line of Broadway Street; thence leaving said tracks, N63° 01' 30" E, 5.74 feet to a point on the face of a concrete platform; thence with face of said platform, S26° 41' 31"E, 537.69 feet to a point in the north right-of-way line of Demonbruen Street Viaduct; thence leaving said platform and with said right-of-way, S62° 44' 04"W, 5.74 feet to a point in said railroad tracks; thence N26° 41' 31"W, 537.72 feet to the point of beginning and containing 0.071 acres.

TRACT "D"

BEING land in the First Civil District of Davidson County, Tennessee, and more particularly described as follows: BEGINNING at a point on the west face of a concrete platform, said point being at the southwest corner of Tract "A" and the northwest corner of this tract; thence N62° 44' 04"E, 277.76 feet to a point at the southwest corner of Tract "E"; thence leaving said right-of-way S27° 15' 51"E, 24.75 feet to a point in the centerline of said viaduct; thence with the centerline of said viaduct, N62° 44' 09"E, 2.52 feet to a point; thence leaving said centerline S27° 15' 51"E,

EXHIBIT "A"

24.75 feet to a point in the south right-of-way of said viaduct and at the northwest corner of the C.S., Ltd. property as in Deed Book 7038, Page 13, R.O.D.C.T.; thence with said right-of-way, S62° 44' 13"W, 280.77 feet to a point; thence leaving said right-of-way line N26° 41' 31"W, 49.50 feet to the point of beginning and containing 0.317 acres.

TRACT "E"

BEING land in the First Civil District of Davidson County, Tennessee, and more particularly described as follows: BEGINNING at a point in the northeast corner of Tract "D" and the southeast corner of Tract "A" and the southwest corner of this tract; thence N26° 27' 07"W, 200.00 feet to a point in the east line of Tract "A"; thence N63° 33' 03"E, 6.85 feet to a point in the northwest corner of United Methodist Publishing House as in Deed Book 4901, Page 579, R.O.D.C.T., and the southwest corner of Tenth Avenue South; thence with the west line of said Publishing House, S26° 46' 09"E, 199.89 feet to a point at the southwest corner of said Publishing House and in the north line of Demonbruen Street; thence with said right-of-way, S62° 44' 09"W, 7.96 feet to the point of beginning and containing 0.034 acres.

TRACT "F"

BEING land in the First Civil District of Davidson County, Tennessee, and more particularly described as follows: BEGINNING at a point in the northwest corner of Tract "E" and the east line line of Tract "A"; thence with said east line N27° 01' 00"W, 60.87 feet to the southeast corner of Tract "G"; thence with the east line of Tract "G", N27° 01' 00"W, 135.33 feet to the southwest corner of the abandoned Tenth Avenue South; thence N63° 01' 30"E, 51.09 feet to a point 5.09 feet west of the southwest corner of the U.S. Post Office property; thence S26° 38' 13"E, 48.57 feet to a point in the north line of the Robert L. Echols property; thence with the west line of Robert Echols, S26° 38' 13"E, 148.10 feet to a point in the United Methodist Publishing House property; thence with a north line of said property, S63° 33' 03"W, 49.79 feet to the point of beginning and containing 0.232 acres.

TRACT "G"

BEING land in the First Civil District of Davidson County, Tennessee, and being a part of the land which is described as Tract A and G above, and being shown on the survey of Kevin Tucker & Associates, P.C., Project No. 86421, last revised March 4, 1987, as Tracts G-1, G-2, G-3, and G-4.

EXHIBIT "A"

ALL being part of the same property conveyed to Terminal Realty Company by deed from City of Nashville, of record in Book 660, page 482, Register's Office for Davidson County, Tennessee; and being part of the same property conveyed to Louisville and Nashville Railroad Company by deed from Louisville and Nashville Terminal Company of record in Book 3432, page 179, Register's Office for Davidson County, Tennessee, and acquired by the Seaboard Coast Line Railroad Company through merger between the Seaboard Coast Line Railroad Company and the Louisville and Nashville Railroad Company, effective December 29, 1982, recorded in Book 5992, page 495, and name of the surviving corporation changed to Seaboard System Railroad, Inc. by virtue of name change effective December 29, 1982, recorded in Book 5992, page 498, Davidson County, Tennessee; and now in the name of CSX Transportation, Inc., by virtue of name change effective July 1, 1986.

DEC 21 3 59 PM '87
REGISTER
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
09826

EXHIBIT "A"

EXHIBIT B

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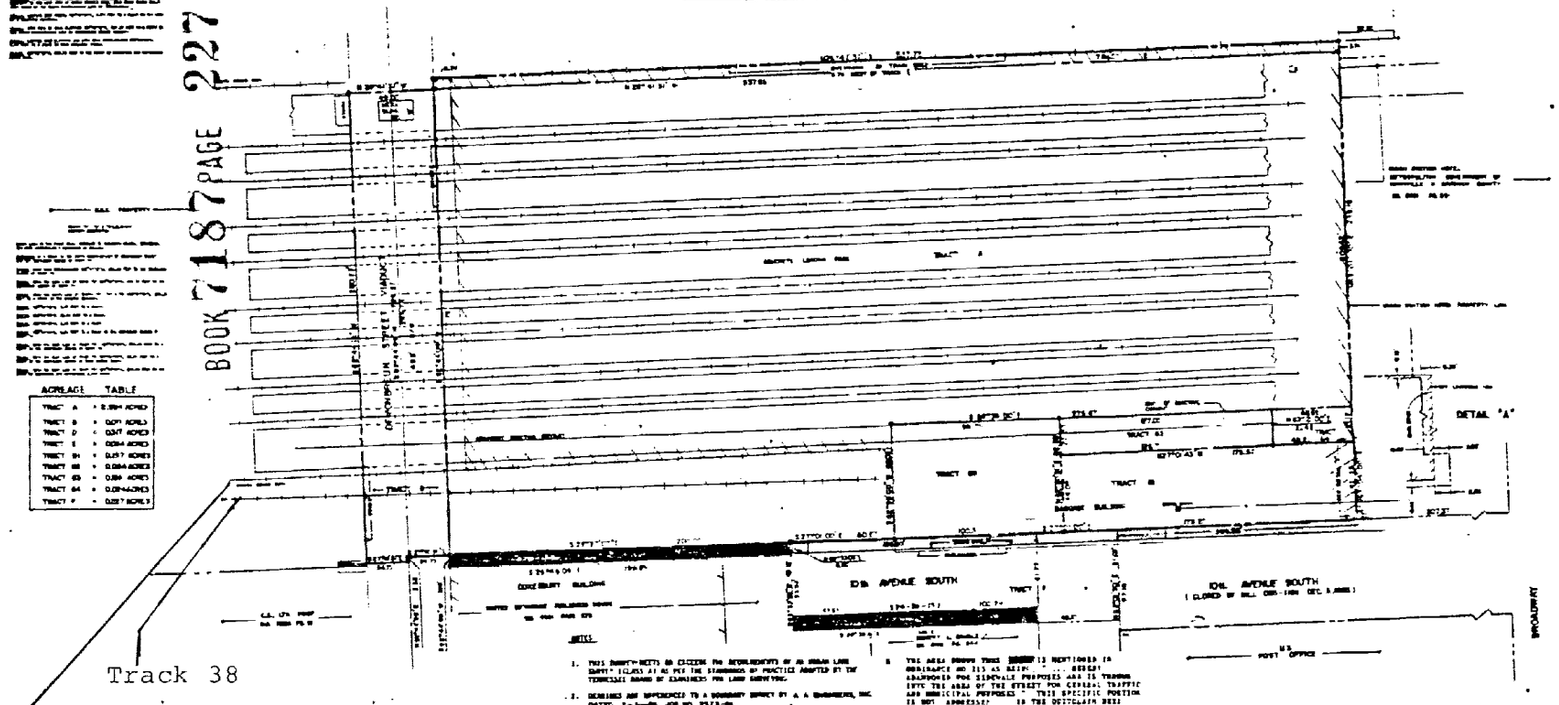
VICINITY MAP
N.T.S.

ACREAGE TABLE

TRACT A	0.994 ACRES
TRACT B	0.921 ACRES
TRACT C	0.894 ACRES
TRACT D	0.917 ACRES
TRACT E	0.894 ACRES
TRACT F	0.894 ACRES
TRACT G	0.894 ACRES
TRACT *	0.921 ACRES

TANGENT TABLE

NO.	BEARING	DISTANCE
T1		
T2		
T3		



Track 38

North Bound
Main

NOTES

1. THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF AN URBAN LAND SURVEY (CLASS A) AS PER THE STANDARDS OF PRACTICE ADOPTED BY THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYORS.

2. BEARINGS ARE REFERENCED TO A BOUNDARY SURVEY BY A. A. ENGINEERING, INC. DATED 2-1-88, JOB NO. 2573-88

3. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH OR ANY OTHER REAL ESTATE INFORMATION NOT AVAILABLE TO THE SURVEYOR AT DATE OF THIS SURVEY.

4. THE AREA SHOWN THUS [illegible] IS A PORTION OF THAT PART OF 10th AVE. WHICH WAS ABAN-DONED BY THE CITY COUNCIL AND THE BOARD OF PUBLIC WORKS BY ORDINANCE NUMBER 211 ADOPTED OCT. 24, 1924. THE SUBJECT AREA OF 10th AVE. WAS LATER CONVEYED BY QUITCLAIM DEED TO THE TERMINAL REALTY COMPANY BY THE CITY OF NASHVILLE ON MAY 14, 1931 IN DEED BOOK 668 PAGE 463. THIS IS THE LATEST TRANSFER OF TITLE TO THIS STRIP FOUND BY THIS SURVEYOR.

5. THE AREA SHOWN THUS [illegible] IS ENCROACHED IN ASSURANCE NO 115 AS NOTED. ENCROACHMENTS FOR SIDEWALK PURPOSES ARE IN TRUSTEE INTO THE AREA OF THE STREET FOR CERTAIN TRAFFIC ARE MUNICIPAL PURPOSES " THIS SPECIFIC PORTION IS NOT ADDRESSED. IN THE DETAILED DESCRIPTION NOTED ABOVE. TREES ARE BIRDBALLS, STEPS, LAMPPOSTS, GUARDRAILS, AND ROOF OVERHANGS WERE WHICH DATE DEED GRANT AS ACCESS TO THE BACKDOOR BUILDING.

6. THE RIGHT OF WAY WIDTH FOR DEMONSTRATION IS BASED UPON ACTUAL TAPE MEASUREMENTS OF THE VIADUCT STRUCTURE AT ITS GRADE LEVEL. THE DIMENSIONS SHOWN (+/-.5) REPRESENT AN HISTORICAL POLE R.O.W WIDTH. THERE ARE ADDITIONAL COLUMN FOOTINGS WHICH EXTEND PAST THE HORIZONTAL LINE OF THE SOLID AT THE GROUND LEVEL. ALSO, PLEASE NOTE THE STEPS AND LANDINGS SHOWN WHICH ALLOW PEDESTRIAN TRAFFIC TO PASS FROM VIADUCT TO GROUND LEVEL. THERE IS PERHAPS A 8.0 ± OFFSET AT THE EASTERLY MOST LINE OF THIS SURVEY AS IT CROSSES BROADWAY SINCE THE DISTANCE BETWEEN EXISTING BUILDINGS MEASURES LESS THAN THE 49.5 FEET SHOWN.

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[illegible]
TENNESSEE REGISTERED LICENSED SURVEYOR

kta
kevin tucker and associates, p.c.
civil engineering
site planning
landscape architecture
recreation planning
golf course architecture
312 seventeenth avenue north
nashville, tennessee 37203
(615)320-0091

BOUNDARY SURVEY FOR:

THE ALPHA GROUP
SUITE 470
222 3rd AVE. N.
NASHVILLE, TN.

AND

GULF COAST DEVELOPMENT INC.
217 N. MAIN STREET
GALLATIN, TN. 37066

EXHIBIT B

project no. 8642
drawn by S. YOUNG
checked by J. CRAWFORD
released

revisions/	date
[illegible]	10-1-87
[illegible]	11-23-87
[illegible]	12-22-87
[illegible]	12-31-87
[illegible]	1-14-87

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7187 PAGE 228

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
	CO	3.200.000.00		

7500.00 STAX
.50
36.00
CHECK 7536.50-
03/31/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

098.26

IDENTIFICATION REFERENCE

MAR 31 3 59 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 63670