This instrument prepared by
or under the direction of:

William C. Basney

William C. Basney
Counsel
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

47037-023-999-GJK
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BOOK 7708 PAGE 399

THIS QUITCLAIM DEED, made this 1st day of November, 1988, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and STATE OF TENNESSEE, whose mailing address is 505 Deadrick Street, Nashville, Tennessee 37219-5181, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided; 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 THREE HUNDRED FOUR THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($304,775.00), 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 in and to those three (3) certain tracts or parcels of land situate, lying and being at Nashville, Davidson County, Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and together containing 2.152 acres, more or less.

EXCEPTING unto Grantor the ownership in and to all track(s) and other track material (including switches and signals) within and on the Premises. Grantee shall remove, at its sole cost and expense, all such track(s) and other track material and stockpile same for later retrieval by Grantor.

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

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IDENTIFICATION REFERENCE

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proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage in such a manner as to not impair existing railroad right-of-way drainage nor redirect or increase the quantity or velocity of any surface water runoff or streams into said drainage or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other lands and facilities of Grantor.

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 Premises and the adjacent land(s) of Grantor or of any other 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 hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the southerly line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad right-of-way. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining right-of-way.

Said covenant(s) shall run with title to 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.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of

Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee(s).

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

By _____
J. L. Kiesler
Vice President-Property Services
CSX Rail Transport

Attest _____ (SEAL)
Assistant Secretary

Signed, sealed and delivered
in the presence of:

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

By _____
ASSISTANT VICE PRESIDENT

Attest _____
ASSISTANT SECRETARY

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Kathryn R. Casey, 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 personally came J. L. Kiesler, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Vice President-Property Services, CSX Rail Transport, 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 such 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.

BOOK 7708 PAGE 402

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 15th day of November, 1988.

Kathryn R. Casey (SEAL)
Notary Public

My commission expires on:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 24, 1990
Bonded Thru Patterson - Becht Agency

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

Personally appeared before me, GERARD F. FACENDOLA, a Notary Public of the State and County aforesaid, CYNTHIA CHANEY 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 thereto by CYNTHIA CHANEY, as its Assistant Vice President and attesting the same by WILLIAM EISING, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 2nd day of November, 1988.

My commission expires on:

Gerard F Facendola (SEAL)
Notary Public
GERARD F. FACENDOLA
NOTARY PUBLIC, State of New York
No. 1-1363763
Certified in New York County
Commission Expires July 14, 1990

EXHIBIT A

Description of property at: Nashville, Tennessee
To: State of Tennessee
Deed File No.: 47037-023-999-GJK

Those certain three parcels of land situate in the First Civil District, Nashville, Davidson County, Tennessee, being indicated as Tract Nos. 1, 3 and 4 on a plat dated March 28, 1987, revised December 8, 1987, prepared by James R. Briggs, Registered Land Surveyor No. 1027, Tidwell Associates, Inc., 2704 Belmont Blvd., Nashville, Tennessee 37212, said Tract Nos. 1, 3 and 4 being more particularly described as follows:

Tract 1

COMMENCING at the corner of intersection of the west line of Seventh Avenue North with the south line of Harrison Street; thence with the west line of Seventh Avenue North, S 26°52'52" E 137.00 feet to a drilled hole found, being the TRUE POINT OF BEGINNING; thence continuing with said west line S 26°52'52" E 15.11 feet to an iron pin, being 50.00 feet north of and perpendicular to the centerline of Grantor's nearest track; thence parallel with and distant 50.00 feet north of said centerline of track S 56°23'22" W 336.72 feet to an iron pin on the east line of Eighth Avenue North; thence with said east line N 26°02'06" W 22.49 feet to an iron pin; thence N 53°42'12" E 102.93 feet to an iron pin; thence N 62°34'00" E 12.00 feet to an iron pin; thence N 61°08'06" E 40.02 feet to an iron pin; thence N 58°45'59" E 181.05 feet to the POINT OF BEGINNING; containing 0.166 of an acre, more or less.

Tract 3

COMMENCING at the corner of intersection of the west line of Fifth Avenue North with the south line of Harrison Street; thence with the west line of Fifth Avenue North, S 27°17'00" E 32.50 feet to an iron pin, being the TRUE POINT OF BEGINNING; thence continuing with said west line S 27°17'00" E 113.85 feet to an iron pin, being 50.00 feet radially and north of the centerline of Grantor's nearest track; thence concentric with and distant 50.00 feet north of said centerline of track 222.76 feet on the

arc of a curve to the left, having a radius of 1,482.39 feet and chord bearing S 71°20'02" W 222.55 feet to an iron pin; thence N 51°31'07" E 46.19 feet to a point; thence N 44°44'56" E 60.69 feet to a point; thence N 39°34'08" E 48.66 feet to a point; thence N 37°25'20" E 71.27 feet to a point; thence N 40°15'13" E 8.46 feet to the POINT OF BEGINNING; containing 0.243 of an acre, more or less.

Tract 4

BEGINNING at a pk nail at the point of intersection of the east line of Fifth Avenue North with the south line of Harrison Street; thence with the south line of Harrison Street N 62°33'31" E 362.01 feet to an iron pin on the west line of Fourth Avenue North; thence with the west line of Fourth Avenue North, S 26°52'50" E 261.90 feet to an iron pin, being 50.00 feet north of and perpendicular to the centerline of Grantor's nearest track; thence parallel and distant 50.00 feet north of said centerline of track S 78°34'58" W 374.31 feet to an iron pin on the east line of Fifth Avenue North; thence with the east line of Fifth Avenue North, N 27°19'33" W 158.57 feet to the POINT OF BEGINNING; containing 1.743 acres, more or less.

BEING all or part of the same property acquired by Grantor, or its predecessor, by the following deeds recorded among the Public Land Records of Davidson County, Tennessee:

Acquired From	Date of Deed	Book	Page
Elbrick Frederick, et ux	05/26/1905	313	32[illegible]584 11/21 0101 03CHECK 18.(
Duncan Sanford, et ux	12/03/1912	443	386
St. Bernard Mining Co.	08/14/1912	436	69
City of Nashville	12/30/1912	497	330
NC & St.L Railway	04/05/1917	497	409
G. P. Thurston, et ux	02/04/1897	215	355
J. B. Regen, et ux	03/01/1926	716	17