This instrument prepared by
or under the direction of:

RICHARD C. KEENE
SENIOR COUNSEL
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

12095-003-999-MAS
PS\290058C.KCY

THIS DEED, made this 13 day of March, 1990, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and COMBINED COMMUNICATIONS CORPORATION, an Arizona corporation, whose mailing address is 1100 Broadway, Nashville, Tennessee 37203, hereinafter called "Grantee", and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided, WITNESSETH:

(Wherever used herein, the terms "Grantor", "Grantee" and "Trustee" 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 successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of THREE MILLION EIGHT HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED FIFTY FIVE AND NO/100 DOLLARS ($3,827,555.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, those two (2) certain tracts or parcels of land, situate, lying and being in the First Civil District, 19th Councilmanic District, City of Nashville, Davidson County, Tennessee, consisting of Tracts 1 and 2, hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and together containing 6.90 acres, more or less.

TOGETHER WITH all buildings, structures, improvements, encroachments and fixtures thereon (except as herein provided), and all and singular the rights, alleys, ways, easements, rights-of-way, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining (except as provided herein), including (a) adjacent streets, alleys or public roadways; and (b) any and all strips or gores adjacent to or abutting the Premises.

EXCEPTING unto Grantor the ownership in and to all track(s) and other track material (including switches and signals and ballast) within and on the Premises; and RESERVING unto Grantor a Perpetual Railroad Easement thirty (30) feet in width, fifteen (15) feet in each direction from the center of each track, for the continued location, maintenance, use, repair, replacement and removal of the trackage; and appurtenant rail material and facilities (ties, ballast, drainage structures, signals, switches, communication lines, etc.) on the Premises, ownership of all of which is also excepted hereunder; TOGETHER WITH the right of ingress and egress to and from said trackage and facilities. Said Railroad Easement shall automatically terminate and title vest in Grantee upon cessation of use and removal of said trackage and facilities by Grantor, Grantor's successors or assigns.

FURTHER EXCEPTING unto Grantor the ownership in and to all existing signal and/or communication poles, wires, guys, etc., within or on the Premises and located generally along or near the northeast line of Tract 1 of the Premises; and RESERVING unto Grantor a perpetual easement to maintain said existing signal and/or communication pole line, wires, guys, etc., and to reconstruct same or construct new poles, wires, guys, etc., sufficient in number and type to meet Grantor's present and future communication and/or signal needs; any new pole line to be located along the alignment of said presently existing pole line.

FURTHER RESERVING unto Grantor, its successors and assigns, one easement for vehicular access across the Premises for ingress and egress to and from Grantor's adjacent property at a mutually agreeable location, which will not unreasonably interfere with Grantee's, or any other affiliated company of Grantee, use of the Premises.

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, other than as Excepted or Reserved herein, unto the proper use, benefit and enjoyment of Grantee, Grantee's successors and assigns, forever.

Grantor hereby WARRANTS that: (a) Grantor is seized of the Premises in fee simple, with the sole right to transfer, assign or convey the same; (b) SUBJECT TO reservations, exceptions, easements, covenants, and restrictions of record, all existing public utilities and roadways, and all existing encroachments, determinable by a proper survey, including the easement and occupation of U. S. Sprint Communications Company for subsurface fiber optic rights and ancillary surface and aerial rights (said fiber optic occupancy being in the northeast corner of Tract No. 1 of the Premises), and the easement and air right of the Metropolitan Government of Nashville and Davidson County to erect piers within an area fifteen (15) feet wide adjacent to the south side of Church Street Viaduct (at the north end of Tract No. 1), the Premises are free from encumbrances; (c) Grantor will forever defend the Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming the same or any part thereof by, through or under Grantor; (d) Grantor will execute such other and further assurances of the same as may be required.

ALSO CONVEYED hereby, by quitclaim only, is all Grantor's right, title and interest in and to the land beneath the Broadway Viaduct, identified as Tract No. 3 on Exhibit A, and containing 0.23 of an acre, more or less.

TO HAVE AND TO HOLD Tract No. 3, 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 proper use, benefit and enjoyment of Grantee, Grantee's successors and assigns, forever.

Hereinafter, Tract Nos. 1, 2 and 3 are collectively designated "the Premises".

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that:

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(A) 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.

(B) Grantee shall construct and maintain, at Grantee's sole cost and expense, a fence of chain link construction, at least eight (8) feet in height and topped with three (3) strands of barbed wire, along the northeast line of the Premises which adjoins Grantor's railroad track for so long as the railroad track exists on the adjoining railroad right-of-way. Wherever said fence crosses a railroad track, gate(s) will be provided, with track clearances in accordance with Grantor's standards. Said gate(s) will be equipped with a dual bar hasp or chain, so that Grantor's switch blocks may be installed by Grantor to permit its train crews to operate over said track. Said fencing covenant shall cease and terminate when Grantor removes its tracks lying to the east of the Premises under abandonment authority from the Interstate Commerce Commission.

(C) Grantee shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system 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 adjacent lands and facilities of Grantor.

(D) Grantee hereby waives, releases, remises, acquits and forever discharges Grantor, Grantor's employees, agents or any other person acting on behalf of Grantor, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or which may arise in the future on account of or in any way growing out of or connected with the physical condition of the Premises or any law or regulation applicable thereto.

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's 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.

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:

Pamela Wheaton

J J Kelly

CSX TRANSPORTATION, INC.:

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

Attest David M. Samuels (SEAL)
Assistant Secretary

Appd. as to Legal Form

Signed, sealed and delivered
in the presence of:

Christine C. Collins

M. F. Facendola

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

By
ASSISTANT VICE PRESIDENT

Attest Patricia Stevens
ASST. SECRETARY

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Robert L. Wheaton, 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 13th day of March, 1990.

My commission expires on:

Robert L Wheaton (SEAL)
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires. Dec. 7, 1993
Bonded thru Patterson - Becht Agency

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

Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, JAMES E. LOGAN and PATRICIA STERMER 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 JAMES E. LOGAN, as its Assistant Vice President and attesting the same by PATRICIA STERMER, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 14th day of MARCH, 1990.

My commission expires on

Robert E Patterson III (SEAL)
Notary Public

ROBERT EARLY PATTERSON III
NOTARY PUBLIC, State of New York
No. 4784543
Qualified in Suffolk County
Commission Expires October 31, 1991

EXHIBIT A

Description of property at: Nashville, Tennessee
To: The Tennessean
Deed File No.: 12095-003-999-MAS

Tract 1

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being bounded on the west by Eleventh Avenue Industrial Boulevard, on the east by CSX Transportation, on the north by Church Street, on the south by Broadway, and being more particularly described as follows:

BEGINNING at an iron pin at the northeast intersection of Broadway and Eleventh Avenue Industrial Boulevard;

THENCE, with the easterly margin of said boulevard, the following calls:

N 27° 27' 09" W, 204.23 feet to an iron pin, with a curve to the left, 259.58 feet, said curve having a central angle of 28° 03' 44", a radius of 530.00 feet, and a chord of N 41° 29' 02" W, 257.00 feet to an iron pin;

N 55° 30' 53" W, 0.25 feet to an iron pin,

with a curve to the right 52.73 feet, said curve having a central angle of 6° 25' 43", a radius of 470.00 feet and a chord of N 52° 18' W, 52.71 feet to an iron pin;

N 26° 50' W, 87.51 feet to an iron pin;

S 50° 11' W, 25.70 feet to an iron pin;

with a curve to the right 37.32 feet, said curve having a central angle of 4° 33', a radius of 470.00 feet and a chord of N 36° 22' 30" W, 37.31 feet to an iron pin;

S 54° 24' 56" W, 4.00 feet to an iron pin;

N 34° 01' 16" W, 185.49 feet to an iron pin;

N 55° 44' E, 4.00 feet to an iron pin;

N 34° 10' 42" W, 74.80 feet to an iron pin;

S 55° 44' W, 10.00 feet to an iron pin;

N 39° 25' 24" W, 69.77 feet to an iron pin;

N 37° 28' W, 33.64 feet to an iron pin;

N 60° 08' 04" E, 15.19 feet to an iron pin;

N 29° 50' W, 14.00 feet to an iron pin in the southerly margin of Church Street;

THENCE, with said southerly margin, N 60° 08' 04" E, 405.68 feet to an iron pin 25.00 feet west of the centerline of railroad track;

THENCE, 25.00 feet westerly of and parallel to railroad track, the following calls:

S 27° 24' 53" E, 32.72 feet to a point,

with a curve to the right 267.65 feet, said curve having a central angle of 17° 07' 13", a radius of 895.72 feet and a chord of S 18° 51' 17" E, 266.65 feet to an iron pin;

S 10° 17' 40" E, 170.73 feet to an iron pin;

with a curve to the left 291.44 feet, said curve having a central angle of 17° 01' 58", a radius of 980.37 feet and a chord of S 18° 48' 39" E, 290.37 feet to an iron pin;

S 27° 15' 17" E, 264.46 feet to an iron pin in the northerly margin of Broadway;

THENCE, with said northerly margin, S 62° 39' W, 110.38 feet to the point of beginning.

Containing 235,893 square feet or 5.42 acres, more or less.

Tract 2

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, bounded on the west by Eleventh Avenue Industrial Boulevard, on the north by Broadway, on the east by CSX Railroad, and being more particularly described as follows:

BEGINNING at an iron pin at the southeast intersection of Eleventh Avenue Industrial Boulevard and Broadway;

THENCE, with southerly margin of said Broadway, N 62° 39' E, 94.74 feet to an iron pin;

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THENCE, leaving said margin and severing railroad property, the following calls:

S 27° 01' 15" E, 580.00 feet to a point;

S 62° 58' 45" W, 40.00 feet to a point;

S 27° 01' 15" E, 67.00 feet to a point;

S 62° 55' 47" W, 94.35 feet to an iron pin in the easterly margin of Eleventh Avenue Industrial Boulevard;

THENCE, with said easterly margin, the following calls:

N 19° 43' 52" W, 295.20 feet to an iron pin;

with a curve to the left 71.42 feet, said curve having a central angle of 7° 43' 14", a radius of 530.00 feet and a chord of N 23° 35' 30" W, 71.36 feet to an iron pin;

N 27° 27' 09" W, 282.50 feet to the point of beginning.

Containing 64,345 square feet or 1.48 acres, more or less.

TRACT 3

SURVEYOR'S DESCRIPTION

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, lying beneath Broadway viaduct bounded on the west by Eleventh Avenue Industrial Boulevard, on the east by CSX Railroad, and being more particularly described as follows:

BEGINNING at an iron pin in the northeast intersection of Eleventh Avenue Industrial Boulevard and Broadway;

THENCE, with northerly margin of Broadway, N 62° 39' E, 110.38 feet to an iron pin;

THENCE, S 18° 17' 20" E, 98.19 feet to an iron pin in the southerly margin of Broadway;

THENCE, with said southerly margin, S 62° 39' W, 94.74 feet to an iron pin in the easterly margin of Eleventh Avenue Industrial Boulevard;

THENCE, with said easterly margin, N 27° 27' 09" W, 96.96 feet to the point of beginning.

Containing 9,944 square feet or 0.23 acre, more or less.

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RUSH

MAR 21 12 20 PM '90

DAVIDSON COUNTY, TN. 03CHECK 12665.08

IDENTIF. REFERENCE

12512

The Premises are shown on a survey dated September 22, 1989, last revised January 5, 1990, prepared by William C. Cockrill, Tennessee Registered Land Surveyor No. 1401, Barge, Waggoner, Sumner and Cannon, Inc., incorporated herein by reference.

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company from Louisville and Nashville Terminal Company, by deed dated August 24, 1962, recorded among the Public Land Records of Davidson County, Tennessee, in Book 3432, Page 179.

The Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company by merger effective December 29, 1982, recorded among the aforesaid records in Book 5992, Page 495, and the name of the surviving corporate entity changed on the same date to Seaboard System Railroad, Inc., recorded in Book 5992, Page 498. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $3,827,55.00.

D. Thomas Kelly
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, STATE THE 7th DAY OF March, 19 90.

LINDA PRITCHETT NOTARY PUBLIC STATE AT LARGE STATE OF TENNESSEE

Linda Pritchett
NOTARY PUBLIC

MY COMMISSION EXPIRES My Commission Expires July 10, 1990

Commonwealth of Virginia

State Corporation Commission

I, George W. Bryant, Jr., Clerk of the State Corporation Commission, do hereby certify that

on July 1, 1986, by certificate of amendment, the name of Seaboard System Railroad, Inc. was changed to CSX Transportation, Inc.

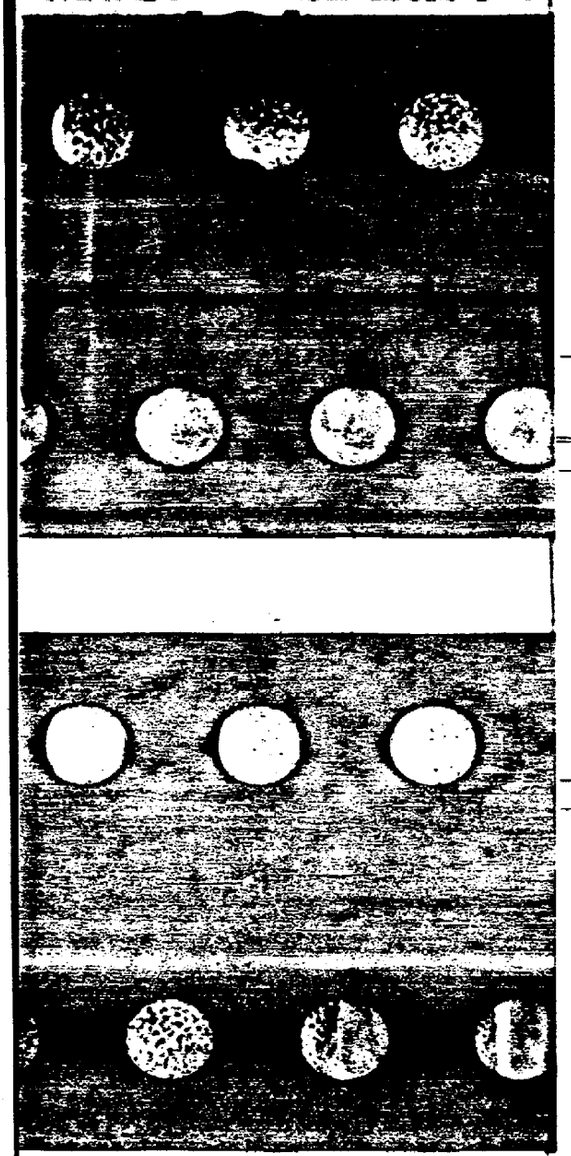
Nothing more is hereby certified.

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In Testimony Whereof I hereunto set my hand and affix the Official Seal of the State Corporation Commission, at Richmond, this 8th day of December A. D. 19 86

George W. Bryant, Jr.

Clerk of the Commission



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

CAMT 3827555.00
CON TX 12631.08
PRFEE 1.00
WDEED 33.00
TOTAL 12665.08
CHECK 12665.08

03/21/90 01 12:19 0001 4460

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11 25 1 2

IDENTIF. TREFERENCE

MAR 21 12 20 PM '90

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 302897