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This instrument prepared by
or under the direction of:
William C Basney

William C. Basney
Senior Counsel

Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

47037-067-999-NEG
JA43\KC0611N2.91P

Part of Tax Map 134, Parcel 117

THIS QUITCLAIM DEED, made this 13th day of June, 1991, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and RED ARROW DELIVERY SERVICE COMPANY, INC., whose mailing address is 500 Mapleleaf Drive, Nashville, Tennessee 37210, 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 SEVENTEEN THOUSAND AND NO/100 DOLLARS ($17,000.00), 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 that certain tract or parcel of land situate, lying and being at Nashville, County of Davidson, State of Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.199 of an acre, more or less.

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

As the adjacent landowner, Grantee is familiar with the current and past use(s) of the Premises and the physical and environmental condition thereof. Grantee accepts the Premises in "as is" condition as of the date of this conveyance. Grantee expressly assumes all obligations, liability and responsibility for physical and/or environmental condition of the Premises, prior to and including the date of conveyance, and agrees to defend, protect, indemnify and hold Grantor harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses) arising out of any claim(s), present, past or future, for loss or damage to any property, including the Premises, injuries to or death of any person(s), contamination of or adverse effects upon the

environment (air, ground or water), or any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, or hazardous waste in, on or under the Premises. Grantee acknowledges that the provisions of this paragraph and the condition of the Premises have been considered as part of the consideration for this conveyance.

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, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, 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.

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.

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:

Nancy E. Sakamoto

Robert A. Creighton

CSX TRANSPORTATION, INC.:

By Arnold L. Nichols
Senior Vice President

Attest Lynne B. Klopp (SEAL)
Assistant Secretary

Signed, sealed and delivered
in the presence of:

Cynthia Chaney

Patricia Stone

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

By
ASSISTANT VICE PRESIDENT

Attest Kenneth [illegible]
ASSISTANT SECRETARY

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STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Robert L. Whealton, 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 Gerald L. Nichols 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 Senior Vice President 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 June, 1991.

My commission expires on:

Robert L. Whealton (SEAL)
Notary Public

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

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 KENNETH M. MOEHRINGER 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 KENNETH M. MOEHRINGER, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 17th day of June, 1991.

My commission expires on

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

Robert E. Patterson III (SEAL)
Notary Public

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Address New Owner as Follows:

Red Arrow Delivery Service
(Name)

500 Mapleleaf Drive
(Address)

Nashville, TN 37210
(City) (State) (Zip Code)

Send Tax Bills To:

Same
(Name)

(Address)

(City) (State) (Zip Code)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration for this transfer is $17,000.00.

Darren Berry Atty For
Affiant Grantee

Sworn to and subscribed before me this 13th day of August, 1991.

Notary Public

My commission expires:

5-22-93

3 9 2 U 2

AUG 14 4 04 PM '91

81.00

EXHIBIT A

Description of property at: Nashville, Tennessee
To: Red Arrow Delivery Service Company, Inc.
CSXT Deed File No.: 47037-067-999-NEG

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING PART OF THE PROPERTY OF CSX RAILROAD AND BEING BOUNDED ON THE NORTH, EAST AND SOUTH BY CSX RAILROAD AND BEING BOUNDED ON THE WEST BY REDCLIFF INVESTMENT CORPORATION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIN IN THE WEST RIGHT-OF-WAY LINE OF THE CSX RAILROAD AT THE SOUTHEAST CORNER OF THE REDCLIFF PROPERTY AS OF RECORD IN DEED BOOK 8112 PAGE 204 AND BEING A COMMON CORNER OF REDCLIFF, H. STEVEN GEORGE AND HOWARD S. GEORGE;

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF CSX RAILROAD AND WITH REDCLIFF NORTH 49 DEG 38 MIN 28 SEC WEST, 347.14 FEET TO AN IRON PIN AT A COMMON CORNER WITH AND JAMES A. FREEMAN;

THENCE WITH A SEVERENCE LINE ACROSS CSX RAILROAD THE FOLLOWING BEARINGS AND DISTANCES;

NORTH 40 DEG 21 MIN 32 SEC EAST, 25.00 FEET TO AN IRON PIN;

SOUTH 49 DEG 38 MIN 28 SEC EAST, 347.14 FEET TO AN IRON PIN;

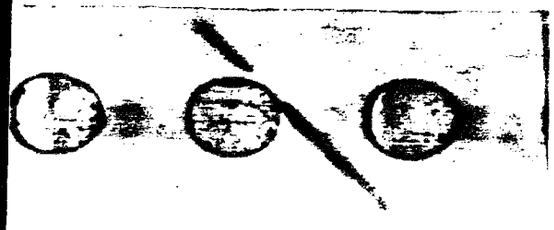
SOUTH 40 DEG 21 MIN 32 SEC WEST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8679 SQUARE FEET (0.199 ACRES MORE OR LESS).

The Premises are shown on a print of survey dated June 4, 1991, prepared by R. Scot Cherry, R.L.S. No. 1512, Cherry Land Surveying, 700 Craighead Street, Suite 204, Nashville, Tennessee 37204, incorporated herein by reference.

BEING the same Premises acquired by The Nashville, Chattanooga & St. Louis Railway, a predecessor of Grantor. By virtue of Agreement of Merger dated August 30, 1957 The Nashville, Chattanooga & St. Louis Railway became vested in the Louisville and Nashville Railroad Company.

On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.



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

DAMT 17000.00
CON TX 62.90
PRFEE 1.00
WDEED 16.00
TOTAL 81.90
CHECK 81.90
[illegible] 01 16:06 0001 3700

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



39202

CROSS REFERENCE

AUG 14 4 04 PM '91

No. 450245