This instrument prepared by
or under the direction of:
William C. Basney
Senior Counsel
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

1992-00352(GJK)
JA43\KC0514N4.92P

BOOK 8652 PAGE 583

THIS QUITCLAIM DEED, made this 3rd day of June, 1992, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and HAYWARD INDUSTRIES, INC., whose mailing address is 2935 Sidco Drive, Nashville, Tennessee 37204-3782, 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 ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), 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 10,225 square feet, 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.

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.

CSX TRANSPORTATION, INC.

By _____
Senior Vice President

Attest _____ (SEAL)
Assistant Secretary

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

By _____
ASSISTANT VICE PRESIDENT

Attest _____
ASST. SECRETARY

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STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

Robert L. Whealton

I, _____, 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 3rd day of June, 1992.

Robert L Whealton (SEAL)
Notary Public

My commission expires on:
ROBERT L. WHEALTON
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 7, 1993
Commission No. AA 730510
Bonded thru Patterson-Becht 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 THOMAS McCUTCHEON 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 THOMAS McCUTCHEON, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 5th day of JUNE, 1992.

ROBERT E. PATTERSON III
NOTARY PUBLIC, State of New York
No. 4784543
Qualified in Suffolk County
Commission Expires October 31, 1993

My commission expires on: _____ Robert E Patterson (SEAL)
Notary Public

EXHIBIT A

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Description of property at: Nashville, Tennessee
To: Hayward Industries, Inc.
CSXT Deed File No.: 1992-00352 (GJK)

All that certain land situate in the First Civil District, Davidson County, Tennessee, comprising the westerly 25 feet of Lot Numbers 12 through 15, inclusive, on the Plan of Sidco as of record in Plat Book 2133, Page 115, Recorder's Office, Davidson County, Tennessee.

BEING a part of the private easement acquired by the Louisville and Nashville Railroad Company, a predecessor of Grantor, from Suburban Industrial Development Company, by deed dated August 9, 1954, recorded among the Public Land Records of Davidson County, Tennessee, in Book 2152, Page 89.

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.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,000.00.

Kenneth P. Gillis
Affiant

Sworn to and subscribed before me this 15th day of June, 1992.

Rosemary Fuller
Notary Public

My Commission Expires:
7/23/94

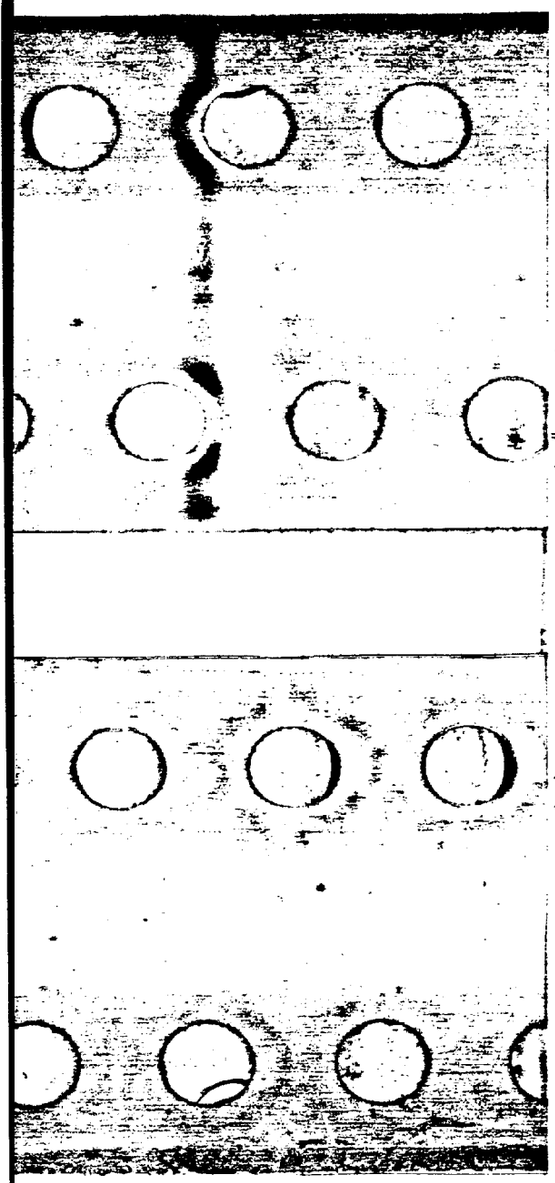
NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

IDENTIF. CERTIFICATE

1548 06/15 0101 03CHECK

16.70

19611



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 1000.00
				CON TX 3.70
				PRFEE 1.00
				MISC 12.00
				TOTAL 16.70
				CHECK 16.70
			06/15/92 01	15:30 0001 1548

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

19611

IDENTIF. REFERENCE

JUN 15 3 33 PM '92

DAVIDSON COUNTY TN

No. 541295