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

File: 1993-00424-GJK
JA43\KB0921Y1.93P

117-8
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THIS QUITCLAIM DEED, made this 24th day of September, 1993, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and ATC, INC., a Tennessee corporation, whose mailing address is 3050 Sidco Drive, Nashville, Tennessee 37204, hereinafter called "Grantee", and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided, WITNESSETH:

Owner & Tax Bill

(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 TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($27,500.00), 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 0.33 of a acre, more or less.

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 southeasterly line thereof; and RESERVING unto Grantor a ten (10) foot wide perpetual easement adjacent to and contiguous with the southeasterly line of the Premises, 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 generally along the alignment of said presently existing pole line.

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.

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.

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.

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:

Ger[illegible] Jr.

Robert L. [illegible]ton

CSX TRANSPORTATION, INC.:

By [illegible]

[illegible]

Attest [illegible] (SEAL)
[illegible] Secretary
[illegible] B. ELOPE

Signed, sealed and delivered
in the presence of:

[illegible]

[illegible]

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

By [illegible]
[illegible] E. LOGAN
VICE PRESIDENT

Attest [illegible]
CYNTHIA CHANEY
Assistant Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

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 came _____, (✓) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is _____, 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 Board 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 24th day of September, 1993.

_____ (SEAL)
Notary Public
Print Name: _____

My commission expires on:

NOTARY PUBLIC
My commission expires
Commission # CC 300810
Bonded thru Peterson-Ebeling 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 CYNTHIA CHANEY with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the VICE PRESIDENT and ASSISTANT VICE PRESIDENT, 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 VICE PRESIDENT and ASSISTANT VICE PRESIDENT, 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 VICE PRESIDENT and attesting the same by CYNTHIA CHANEY, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 27th day of SEPTEMBER, 1993.

My commission expires on:

_____ (SEAL)
Notary Public

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

EXHIBIT A

Description of property at: Nashville, Tennessee
To: ATC, INC.
CSXT Deed File No.: 1993-00424-GJK

PROPERTY LOCATED IN THE 26TH COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY PERFORMED BY WAMBLE AND ASSOCIATES DATED SEPTEMBER 9, 1993, AS FOLLOWS:

BEGINNING AT AN EXISTING IRON ROD, SAID IRON ROD BEING AT THE SOUTHEAST CORNER OF LOT "A" ON THE PLAT OF HORRELL'S SIDCO DEVELOPMENT AS OF RECORD IN PLAT BOOK 3600, PAGE 48, R.O.D.C., TN. SAID ROD ALSO BEING ON THE WESTERN LINE OF THE CSX TRANSPORTATION PROPERTY (RADNOR YARD); THENCE, FOLLOWING SAID WESTERN LINE NORTH 43 DEGREES 21 MINUTES 49 SECONDS EAST 28 03 FEET TO AN IRON ROD SET, SAID ROD BEING THE POINT OF COMMENCEMENT OF THE HEREIN DESCRIBED PROPERTY; THENCE, CONTINUING WITH SAID WESTERN LINE NORTH 43 DEGREES 21 MINUTES 49 SECONDS EAST 33.39 FEET TO A POINT; THENCE, WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 08 SECONDS, A RADIUS OF 1046.28 FEET, AN ARC LENGTH OF 200.31 FEET, AND A CHORD BEARING AND LENGTH OF NORTH 38 DEGREES 31 MINUTES 49 SECONDS EAST 200.00 FEET TO A POINT, SAID POINT BEING THE ORIGINAL CORNER OF AFOREMENTIONED LOT "A"; THENCE, CONTINUING WITH SAID WESTERN LINE NORTH 38 DEGREES 31 MINUTES 49 SECONDS, EAST 64.34 FEET TO AN IRON ROD SET, SAID ROD BEING THE EXISTING SOUTHEAST CORNER OF PROPERTY CONVEYED TO ATC, INCORPORATED AS OF RECORD IN DEED BOOK 8116, PAGE 638 R.O.D.C., TN. SAID ROD ALSO BEING 10.00 FEET WEST OF THE CENTERLINE OF RAILROAD TRACK NO. 620; THENCE, FOLLOWING A NEW LINE BEING 10.00 FEET WEST OF, AND PARALLEL TO SAID CENTERLINE WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 54 MINUTES 27 SECONDS, A RADIUS OF 409.63 FEET, AND ARC LENGTH OF 106.58 FEET, AND A CHORD BEARING AND LENGTH OF SOUTH 08 DEGREES 58 MINUTES 18 SECONDS WEST 106.28 FEET TO AN IRON ROD SET; THENCE, CONTINUING WITH A NEW LINE BEING 50.00 FEET WEST OF, AND PARALLEL TO THE CENTERLINE OF THE SOUTHBOUND DEPARTURE MAIN TRACK NO. 600, WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09 DEGREES 13 MINUTES 46 SECONDS, A RADIUS OF 1096.28 FEET, AN ARCH LENGTH OF 176.59 FEET, AND A CHORD BEARING AND LENGTH OF SOUTH 39 DEGREES 23 MINUTES 05 SECONDS WEST 176.40 FEET TO AN IRON ROD SET; THENCE, CONTINUING WITH THE SAME NEW LINE SOUTH 43 DEGREES 21 MINUTES 50 SECONDS WEST 91.46 FEET TO AN IRON ROD SET; THENCE, FOLLOWING A NEW LINE BEING 10.00 FEET EAST OF, AND PARALLEL TO RAILROAD TRACK NO. 612 WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 17 MINUTES 18 SECONDS, A RADIUS OF 288.83 FEET, AN ARC LENGTH OF 77.07 FEET AND A CHORD BEARING AND LENGTH OF NORTH 02 DEGREES 46 MINUTES 07 SECONDS EAST 76.84 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 14, 342 SQUARE FEET OR 0.33 ACRES.

The Premises are shown on a print of survey dated September 9, 1993, prepared by Jimmy C. Yates, No. 1597, Wamble & Associates, 40 Middleton Street, Nashville, Tennessee 37210, incorporated herein by reference.

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company from the State of Tennessee, by deed dated October 8, 1951, recorded among the Public Land Records of Davidson County, Tennessee in Book 2023, Page 635.

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. effective December 29, 1982. Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc. effective July 1, 1986.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 21,500

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10 DAY OF Nov. 1993.

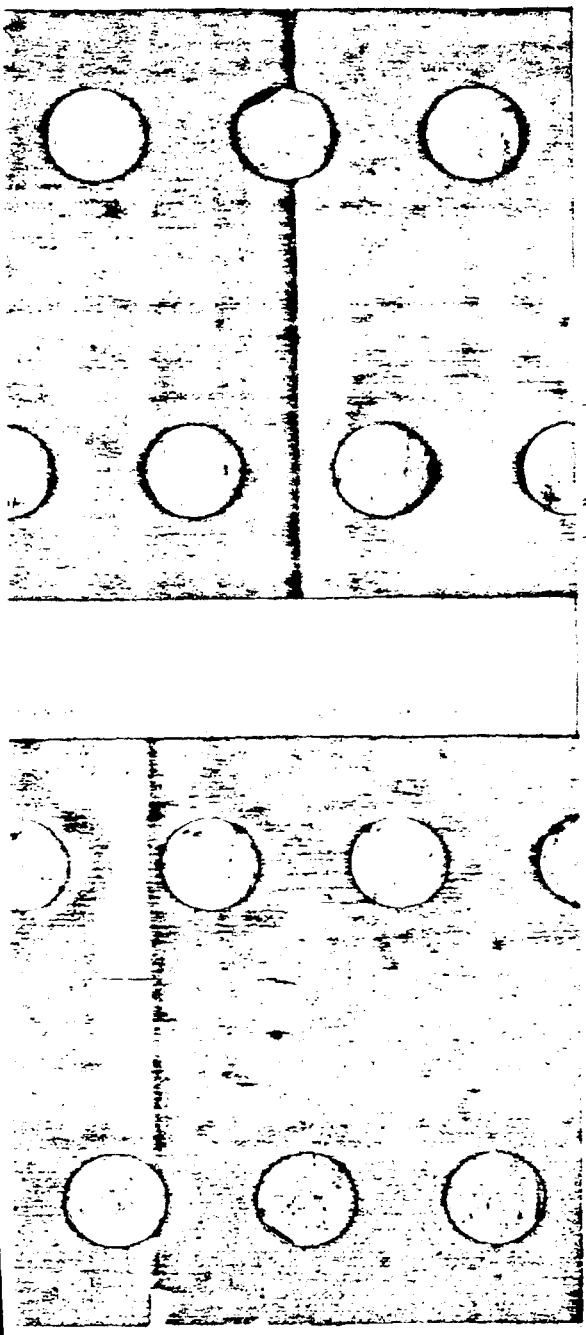
Deputy Register

84133
IDENTIFICATION REFERENCE

93 NOV 10 AM 9:37
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

6651 11/10 0101 03CHECK 126.75



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9147 PAGE 133

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 27500.00
				CON TX 101.75
				PRFEE 1.00
				WDEED 24.00
				TOTAL 126.75
				CHECK 126.75
11/10/93	01	09:38	0001	6651

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

84133
IDENTIF. & REFERENCE

93 NOV 10 AM 9:37
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 720453