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

1994-00189-JAV
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BOOK 9460 PAGE 293

THIS QUITCLAIM DEED, made this 10th day of June, 1994, 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 511 Union Street, Suite 730, Nashville, Tennessee 37243-0299, 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, Davidson County, Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 8.72 acres, 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.

AND FURTHER FOR THE CONSIDERATION AFORESAID, Grantor does hereby GRANT and CONVEY, WITHOUT WARRANTY, unto Grantee, its successors and assigns, a perpetual non-exclusive easement, on, over or across Grantor's property, hereinafter referred to as the "Easement," which Easement is more particularly described in Exhibit B, attached hereto and incorporated herein, for purposes of ingress and egress and utilities.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purposes herein contained; SUBJECT, however, to any public utilities and other facilities located on, over, under or across the Easement, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT to the following terms, conditions, exceptions and reservations:

1. Grantee, its successors and assigns, shall provide and forever maintain, at Grantee's sole cost and expense, adequate drainage facilities to prevent runoff and other surface waters collected on the Easement from flowing upon or over Grantor's adjacent properties.

2. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures or improvements on or adjacent to the Easement, or otherwise damage the same in any way.

3. Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over adjoining properties of Grantor.

4. If, at any time, the Easement herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as now provided or as hereafter may be provided by law to clear title to the aforesaid property.

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:

Judith A. Vaughn
Judith A. Vaughn

Robert L. Thealton
Robert L. Thealton

CSX TRANSPORTATION, INC.:

By Gerald L. Nichols
Senior Vice President
Gerald L. Nichols

Attest Joyce T. Dolan (SEAL)
Assistant Secretary
Joyce T. Dolan

Signed, sealed and delivered
in the presence of:

Patricia Stermer
PATRICIA STERMER

B Eising
WILLIAM EISING

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

By
JAMES E. LOGAN
VICE PRESIDENT

Attest Cynthia Chaney
CYNTHIA CHANEY
Assistant Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

BOOK 9460 PAGE 295

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 came Gerald L. Nichols, (✓) 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 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 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 10th day of June, 1994.

Robert L Whealton (SEAL)
Notary Public
Print Name: Robert L. Whealton

My commission expires on:

Robert L. Whealton
Notary Public, State of Florida
Commission No. CC 338168
My Commission Expires 12/07/97
Bonded Through Fla. Notary Service & Bonding Co.

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

Personally appeared before me, CHRISTOPHER J. GRELL, a Notary Public of the State and County aforesaid, JAMES E LOGAN and CYNTHIA CHESLEY 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 CHESLEY, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 10th day of June, 1994.

My commission expires on:

(SEAL)
Notary Public

CHRISTOPHER GRELL
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GR5012486
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 15, 1995

EXHIBIT A BOOK 9460 PAGE 296

Description of property at: Nashville, Tennessee
To: State of Tennessee
CSXT Deed File No.: 1994-00189-JAV

Land being in the Eighth Civil District of Nashville, Davidson County, Tennessee and being a portion of the former Main State Penitentiary site of record in Deed Book 448 - Page 250, Register's Office of Davidson County, Tennessee more particularly described as follows:

Commencing at an iron pin (new) at the northerly right-of-way of the CSX Transportation Railroad, said pin being the most southerly corner of the former State Penitentiary site and being in the northwesterly common line of the Laroche Industrial Park Plat Book 7900, Page 128; and having a north coordinate of 670386.2925 and easting of 1713845.5764 on the Tennessee State Plane Coordinate System, NAD 83.

Thence, North 45 degrees 35 minutes 26 seconds East 60.24 feet to an iron pin (new);

Thence North 10 degrees 30 minutes 56 seconds West 254.32 feet to an iron pin (new);

Thence, North 08 degrees 38 minutes 49 seconds East 411.14 feet to an iron pin (new) said pin being the southwesterly corner of the herein described tract and being the TRUE POINT OF BEGINNING for this property description;

Thence, South 41 degrees 07 minutes 33 seconds West 93.11 feet to a point;

Thence, North 08 degrees 38 minutes 49 seconds East 94.54 feet to a point;

Thence, North 02 degrees 30 minutes 08 seconds East 373.70 feet to a point;

Thence, North 09 degrees 25 minutes 54 seconds West 237.65 feet to a point;

Thence, North 22 degrees 57 minutes 50 seconds West 160.95 feet to a point;

Thence, North 60 degrees 17 minutes 55 seconds East 516.00 feet to a point on the low water mark of the Cumberland River;

Thence, with the low water mark of the Cumberland River, South 29 degrees 42 minutes 05 seconds East 124.59 feet to a point;

Thence, with said low water mark South 40 degrees 53 minutes 58 seconds East 328.36 feet to a point;

Thence, South 41 degrees 07 minutes 33 seconds West 900.81 feet to the TRUE POINT OF BEGINNING and containing 8.72 acres more or less, according to a survey made by Thomas, Miller and Partners, Kevin A. Edmonson, RLS #1515, dated 9-28-93.

EXHIBIT B

Description of easement at: Nashville, Tennessee
To: State of Tennessee
CSXT Deed File No.: 1994-00189-JAV

Being a strip of land varying in width lying in the Eighth Civil District of Nashville, Davidson County, Tennessee and being a portion of the former Main State Penitentiary site of record in Deed Book 448, Page 250, Register's Office of Davidson County, Tennessee to be used as a joint use ingress/egress and utility easement, being more particularly described as follows:

Beginning at an iron pin (new) at the northerly right-of-way of the CSX Transportation Railroad, said pin being the most southerly corner of the above mentioned former Main State Penitentiary site and having a north coordinate of 670386.2925 and easting of 1713845.5764 on the Tennessee State Plan Coordinate System, NAD 83.

Thence, North 10 degrees 30 minutes 56 seconds West 296.35 feet to a point;

Thence, North 08 degrees 38 minutes 49 seconds East 341.04 feet to a point;

Thence, North 41 degrees 07 minutes 33 seconds East 167.60 feet to a point;

Thence, South 00 degrees 00 minutes 09 seconds East 649.52 feet to a concrete monument (old), said monument being in the southeasterly line of the above mentioned former Main State Penitentiary Site;

Thence, with said southeasterly line South 45 degrees 35 minutes 26 seconds West 150.42 feet to the Point of Beginning and containing 1.98 Acres more or less, according to a survey made by Thomas, Miller and Partners, Kevin A. Edmonson, RLS, #1515, Dated 9-28-93.

BEING a portion of the property acquired as chapter right-of-way by The Nashville, Chattanooga & St. Louis Railway.

The Nashville, Chattanooga & St. Louis Railway became vested in the Louisville and Nashville Railroad Company by virtue of Agreement of Merger dated August 30, 1957. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation was changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

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IDENTIF. & REFERENCE
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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.
PICK-UP
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