This instrument prepared by
or under the direction of:

William C. Basney, Esq.
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

1994-00763-MAS
V:\WPDOC\DEEDS\METRO.MAS

BOOK 9649 PG 515

THIS DEED, made this 20th day of January, 1995, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and METROPOLITAN TRANSIT AUTHORITY, a municipal corporation, whose mailing address is 130 Restor Street, 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 successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FOUR HUNDRED TWENTY THOUSAND THREE HUNDRED THREE AND NO/100 DOLLARS ($420,303.00), 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, that certain tract or parcel of land situate, lying and being at Nashville, Davidson County, Tennessee, hereinafter designated "Fee Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 2.75 acres, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to Fee Premises belonging or in anyway incident or appertaining.

RESERVING unto Grantor, its successors or assigns, a non-exclusive access easement, hereinafter the "Access Easement", more particularly described in Exhibit B attached hereto and incorporated herein, for ingress and egress to and from Grantor's adjoining lands lying east of and contingent to the west line of the Premises.

TO HAVE AND TO HOLD Fee Premises unto Grantee, Grantee's successors and assigns, forever.

Grantor hereby WARRANTS that: (a) SUBJECT TO reservations, exceptions, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created, determinable by a proper survey or by an inspection thereof, including, but not limited to a twenty-foot (20') sanitary sewer easement along the northwestern boundary of Fee Premises, Grantor will

forever defend Fee Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof by, through or under Grantor; (b) Grantor will execute such other and further assurances of the same as may be required.

ALSO CONVEYED hereby, BY QUITCLAIM ONLY, is a tract of land, hereinafter designated "the Quitclaim Premises", more particularly described in Exhibit C, attached hereto and incorporated herein, and containing 0.54 of an acre, more or less.

TO HAVE AND TO HOLD the Quitclaim 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 successors and assigns, forever.

Hereinafter, Fee Premises and Quitclaim Premises are collectively referred to as "the Premises."

BOOK 9649PG516

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.

Prior to commencement of any development or construction on the Premises, Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the southerly line of the Premises for so long as a railroad track exists on the adjoining railroad operating property. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining railroad operating property.

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 operating property 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 railroad operating property 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 railroad operating property or upon other adjacent lands and facilities of Grantor.

In the event of relocation of the Demonbreun Street Viaduct necessitating bridge structure replacement, Grantee, its successors and assigns, shall submit plans for the reconstruction of the new footing supports to Grantor's engineers for review and approval prior to commencement of construction, which approval shall not be unreasonably withheld by Grantor, its successors or assigns.

Said covenants shall run with title to the 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.

BOOK 9649 PG 517

AND FURTHER FOR THE CONSIDERATION AFORESAID, Grantor does hereby GRANT and CONVEY, WITHOUT WARRANTY, unto Grantee, its successors and assigns, a maintenance easement, hereinafter designated "the Maintenance Easement", as more particularly described in Exhibit D, attached hereto and incorporated herein, for the continued location, maintenance, replacement or use of a portion of an existing retaining wall on adjacent lands of Grantor lying along the westerly line of the Premises.

TO HAVE AND TO HOLD the Maintenance Easement and rights herein granted, solely for the purposes herein contained; SUBJECT, however, to any public utilities and other facilities located in, on, over, under or across the Maintenance 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 as follows:

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

2. Excluded from the Maintenance Easement are any other rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, or over adjoining properties of Grantor.

3. Grantee, its successors and assigns, shall have the right to utilize the top of the retaining wall for vehicular ingress and egress from the alleyway adjoining the easterly line of the Premises.

4. Grantee, its successors and assigns, shall have sole responsiblility for the condition of the retaining wall to support its use and shall, at its sole cost and expense, maintain that portion of the retaining wall lying within and upon the Maintenance Easement.

5. If said Maintenance Easement shall no longer be utilized, Grantee, its successors and assigns, shall execute such instrument as now provided or as hereafter may be provided by law to clear title to the Maintenance Easement.

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:

Betty D. Jones

Robert L. Whealton

CSX TRANSPORTATION, INC.:

By _____
VICE PRESIDENT
PATRICIA J. ALLOCCA

Attest _____ (SEAL)
Assistant Secretary
Joyce A. Dolan

Signed, sealed and delivered
in the presence of:

WILLIAM E.

MARGARET CIESIELLWOKI

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

BOOK 9649 PG 518

By _____
CYNTHIA CHANEY
Assistant Vice P.

Attest _____
PATRICIA
ASSISTANT VICE P.

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 came Patricia J. Aftoora, (✓) 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 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 20th day of January, 1995.

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

Notary Public, State of Florida
Commission No. CC 333148
My Commission Expires 12/07/97
Bonded Through Fla. Notary Service & Bonding Co

My commission expires on:

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

BOOK 9649 PG 519

Personally appeared before me, ROBERT E. PATTERSON, III, a Notary Public of the ~~State and~~ County aforesaid, [illegible] and PATRICIA STOCKMEYER with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the ASSISTANT VICE PRESIDENT and [illegible], 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 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 [illegible], as its ASSISTANT VICE PRESIDENT and attesting the same by PATRICIA STOCKMEYER, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 23rd day of January, 1995.

[signature] (SEAL)
Notary Public

ROBERT E. PATTERSON III
Notary Public, State of New York
No. 4784543
Qualified in New York County
Commission Expires October 31, 1996

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for the transfer - governmental agency exempt from transfer tax.

Metropolitan Transit Authority

AFFIANT

Subscribed and sworn to before me, this 18 day of April, 1995.

Notary Public

My commission expires:

11-10-97

LINDA V. JONES NOTARY PUBLIC AT LARGE WILSON CO. TENN.

BOOK 9649 PG 520

EXHIBIT "A"

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, being Lot No. 1 on the Plan of The Landport, of record in Book 7900, page 874, Register's Office for Davidson County, Tennessee, located on the southerly side of Demonbreun Street between Tenth Avenue South and Eleventh Avenue Industrial Boulevard, and being more particularly described as follows:

BEGINNING at an iron pin on the southerly right-of-way line of Demonbreun Street, said iron pin being S 62° 44' W, 141.58 feet from the westerly right-of-way line of Tenth Avenue South;

THENCE, leaving said right-of-way line with the westerly line of property conveyed to Cummings Station L. C. C. by deed of record in Book 9334, Page 760, R.O.D.C; S 27° 03' 05" E, 585.70 feet to an iron pin;

THENCE, continuing with said line and a portion of the westerly right-of-way line of a 10-foot wide alley with a curve to the left 361.16 feet to a railroad spike, said curve having a central angle of 17° 31' 23", a radius of 1,180.89 feet, a tangent of 182.00 feet and a chord of S 35° 48' 47" E, 359.75 feet;

THENCE, leaving said right-of-way line with a severance line being 20 feet easterly from and parallel to the centerline of a railroad track the following calls:

BOOK 9649 PG 521

N 51° 27' 42" W, 635.25 feet to an iron pin;

with a curve to the right 316.21 feet to a star drilled hole in concrete, said curve having a central angle of 24° 22' 45", a radius of 743.14 feet, a tangent of 160.53 feet and a chord of N 39° 16' 20" W, 313.83 feet;

N 27° 04' 57" W, 55.05 feet to a star drilled hole in concrete on the southerly right-of-way line of Demonbreun Street;

THENCE, with said right-of-way line N 62° 44' 00" E, 274.19 feet to the point of beginning.

Containing 143,313 square feet or 3.29 acres, more or less.

Together with Maintenance Easement as described in Exhibit "D" of the Deed from CSX Transportation, Inc. to Metropolitan Transit Authority of record in Book 9649, page 515, Register's Office for Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

LESS AND EXCEPT:

A parcel of land situate in the First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, more fully described as follows:
BEGINNING at an iron pin in the southerly line of Demonbreum Street, being South 62° 44' 00" West 141.58 ft. from the westerly line of Tenth Avenue South; thence with Grantor's easterly property line and in part with the west line of lands conveyed to C. S. Ltd. by deed of record in Book 7038, Page 13, R.O.D.C., in a southeasterly direction a distance of 947 ft., more or less, to the southwesterly line of the Premises; thence with the southwesterly line of the Premises in a northwesterly direction a distance of 230 ft., more or less, to the westerly line of lands acquired from William Woodfolk (Misc. Bk. S, Pg. 105); thence with the westerly line of the Woodfolk instrument and with the west line of lands acquired from Robert Ewing (Book 64, Page 620) in a northwesterly direction a distance of 730 ft., more or less, to the south line of Demonbreum Street; thence with the south line of Demonbreum Street in an northeasterly direction a distance of 26 ft., more or less, to the POINT OF BEGINNING; Containing 0.54 of an acre, more or less, as shown on a fragment of Grantor's Valuation Map V-12, sheet SL-1 A, marked Exhibit B-1, attached hereto.

BOOK 9649 PG 522

The Premises contain a net area of 2.75 acres, more or less.

RECORDERS MEMO
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THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BEING a portion of the property acquired by The Nashville, Chattanooga & St. Louis Railway, also a predecessor of Grantor, by the following deeds, recorded as aforesaid:

Acquired From	Date of Instrument	Book	Page
J. N. Bertheol, et al.	04-06-1881	68	381
Robert Ewing, Clark & Master, et al.	04-26-1880	64	620
James Dawson, et al.	02-28-1872	47	64

AND BEING a portion of the property acquired by Louisville & Nashville Terminal Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Davidson County, Tennessee:

Acquired From	Date of Instrument	Book	Page
J. W. Thomas	03-27-1896	207	487
City of Nashville	06-10-1898	None	None

The Nashville, Chattanooga & St. Louis Railway merged into the Louisville and Nashville Railroad Company by virtue of Agreement of Merger dated August 30, 1957. The Louisville & Nashville Terminal Company conveyed all its property to the Louisville and Nashville Railroad Company by deed dated August 24, 1962. 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.

EXHIBIT B

Description of Access Easement at: Nashville, TN
To: METROPOLITAN TRANSIT AUTHORITY
CSXT Deed File No.: 1994-00763-MAS

A triangular-shaped parcel of land situate and being in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of a 10-foot wide alley, said point being the southerly most corner of the Premises; thence leaving said right-of-way line with the westerly line of the Premises, North 51 degrees 27 minutes 42 seconds West, 74.20 feet to a point; thence leaving said line with a severance line, North 62 degrees 29 minutes 54 seconds East, 11.50 feet to a point in the westerly right-of-way line of the aforementioned alley; thence with said right-of-way line with a curve to the left 70.33 feet to the Point of Beginning, said curve having a central angle of 3 degrees 24 minutes 44 seconds, a radius of 1180.89 feet, a tangent of 35.18 feet and a chord of South 42 degrees 52 minutes 6 seconds East, 70.32 feet; Containing 365 square feet or 0.01 acre, more or less.

BOOK 9649 PG 524

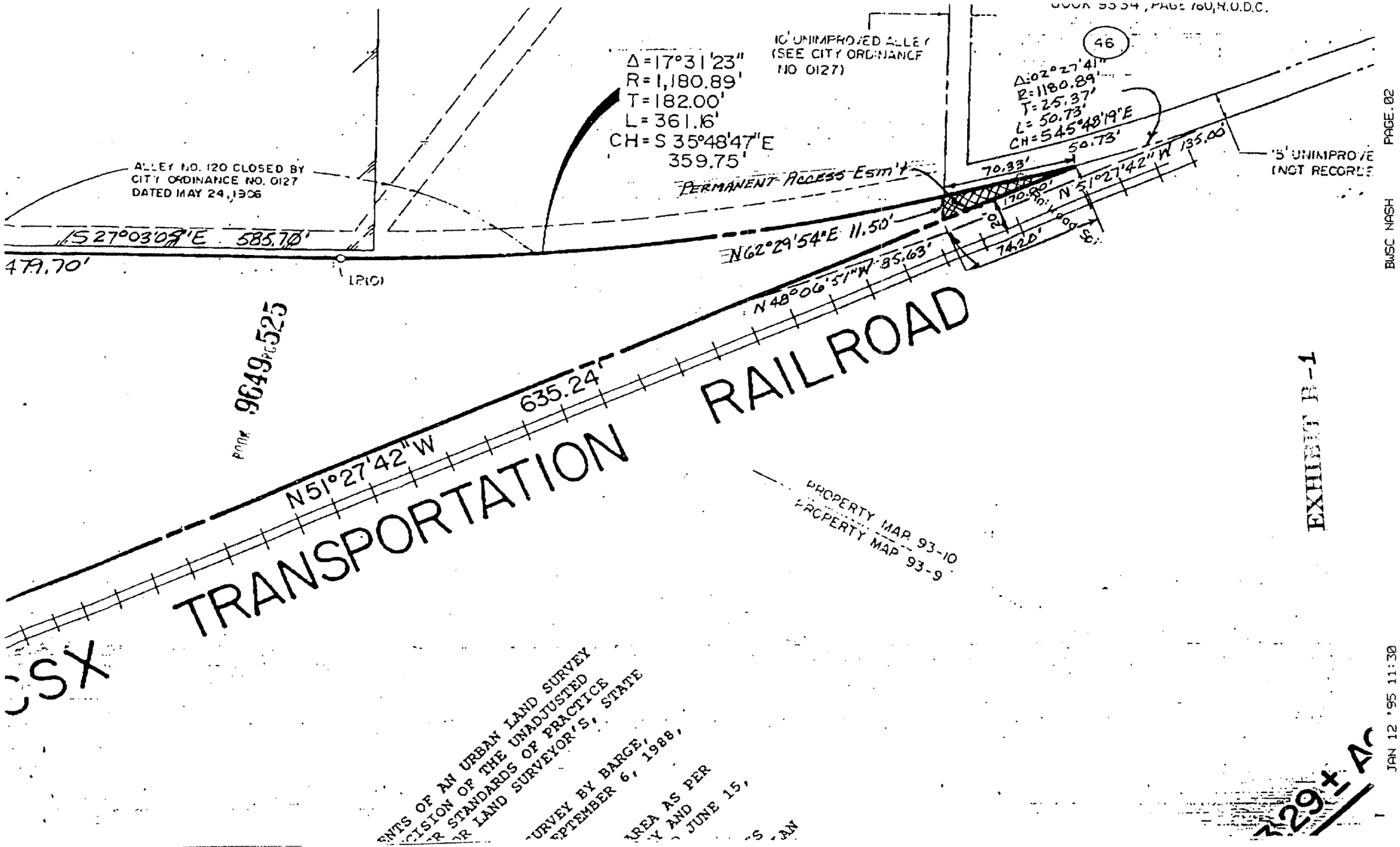

BOOK 9534, PAGE 760, R.O.D.C.
46
Δ=17°31'23"
R=1,180.89'
T=182.00'
L=361.16'
CH=S 35°48'47"E
359.75'
10' UNIMPROVED ALLEY
(SEE CITY ORDINANCE
NO 0127)
Δ=02°27'41"
R=1180.89'
T=25.37'
L=50.73'
CH=S45°48'19"E
50.73'
ALLEY NO. 120 CLOSED BY
CITY ORDINANCE NO. 0127
DATED MAY 24, 1906
PERMANENT ACCESS ESM'T
70.33'
170.80'
N 51°27'42" W 135.00'
5' UNIMPROVE
(NOT RECORDE
S27°03'08"E 585.70'
479.70'
(P10)
N62°29'54"E 11.50'
N48°06'51"W 85.63'
74.20'
PARK 9649 PG 525
635.24'
N51°27'42"W
TRANSPORTATION
RAILROAD
CSX
PROPERTY MAP 93-10
PROPERTY MAP 93-9
EXHIBIT R-1
NTS OF AN URBAN LAND SURVEY
CISION OF THE UNADJUSTED
R STANDARDS OF PRACTICE
R LAND SURVEYOR'S, STATE
URVEY BY BARGE,
PTEMBER 6, 1988,
REA AS PER
Y AND
JUNE 15,
S AN
±29± AC

EXHIBIT C

Description of Quitclaim Premises at: Nashville, TN
To: METROPOLITAN TRANSIT AUTHORITY
CSXT Deed File No.: 1994-00763-MAS

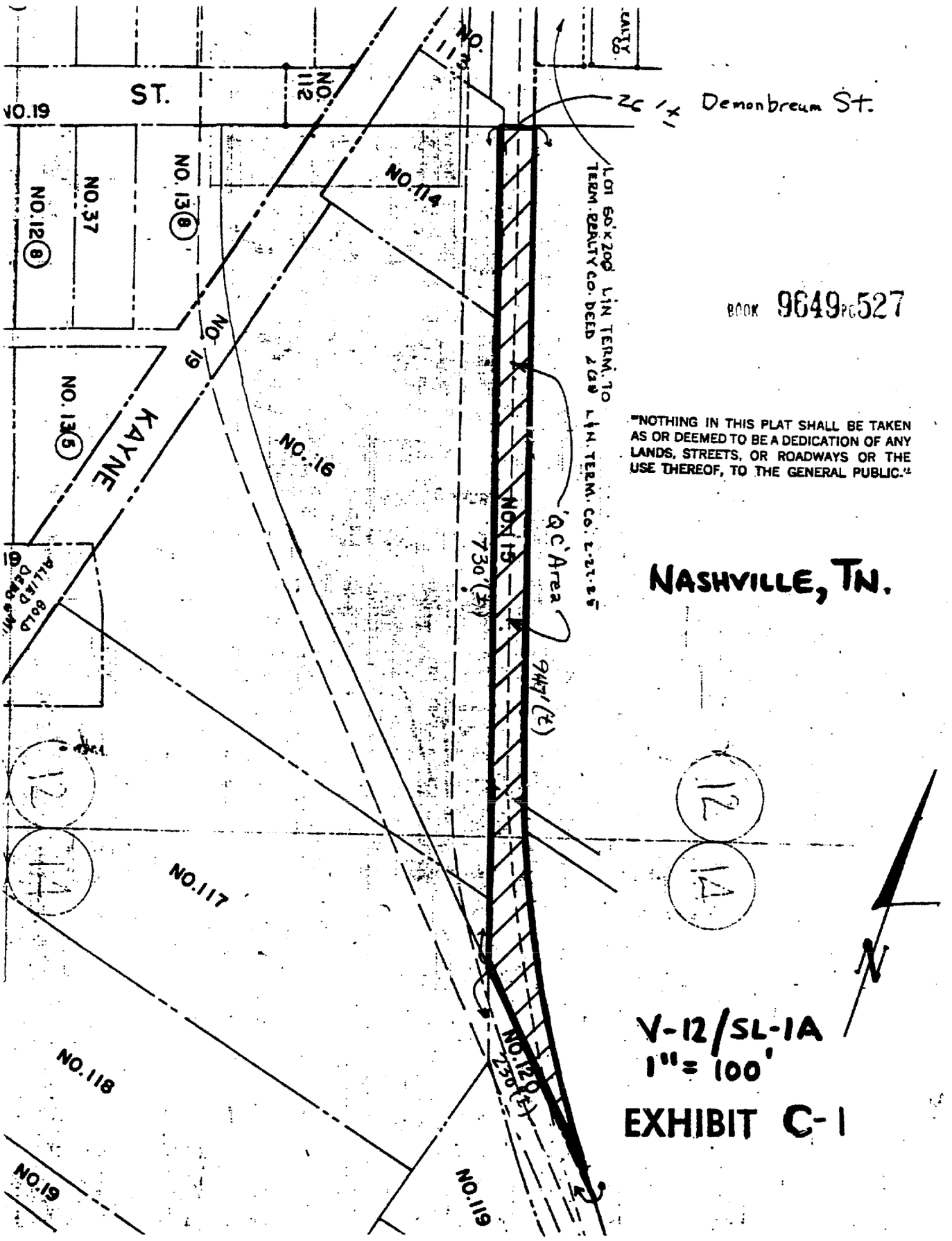
BOOK 9649 PG 526

A parcel of land situate in the First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, more fully described as follows:
BEGINNING at an iron pin in the southerly line of Demonbreum Street, being South 62° 44' 00" West 141.58 ft. from the westerly line of Tenth Avenue South; thence with Grantor's easterly property line and in part with the west line of lands conveyed to C. S. Ltd. by deed of record in Book 7038, Page 13, R.O.D.C., in a southeasterly direction a distance of 947 ft., more or less, to the southwesterly line of the Premises; thence with the southwesterly line of the Premises in a northwesterly direction a distance of 230 ft., more or less, to the westerly line of lands acquired from William Woodfolk (Misc. Bk. S, Pg. 105); thence with the westerly line of the Woodfolk instrument and with the west line of lands acquired from Robert Ewing (Book 64, Page 620) in a northwesterly direction a distance of 730 ft., more or less, to the south line of Demonbreum Street; thence with the south line of Demonbreum Street in an northeasterly direction a distance of 26 ft., more or less, to the POINT OF BEGINNING; Containing 0.54 of an acre, more or less, as shown on a fragment of Grantor's Valuation Map V-12, sheet SL-1 A, marked Exhibit C-1, attached hereto.

BEING a portion of the property acquired by The Nashville, Chattanooga & St. Louis Railway, a predecessor of Grantor, from William Woodfolk by Condemnation filed June 11, 1856 in Minute Book S, Page 105 among the Public Land Records of Davidson County, Tennessee.

The Nashville, Chattanooga & St. Louis Railway merged into 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 changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT D

Description of Maintenance Easement in: Nashville, TN
To: METROPOLITAN TRANSIT AUTHORITY
CSXT Deed File No.: 1994-00763-MAS

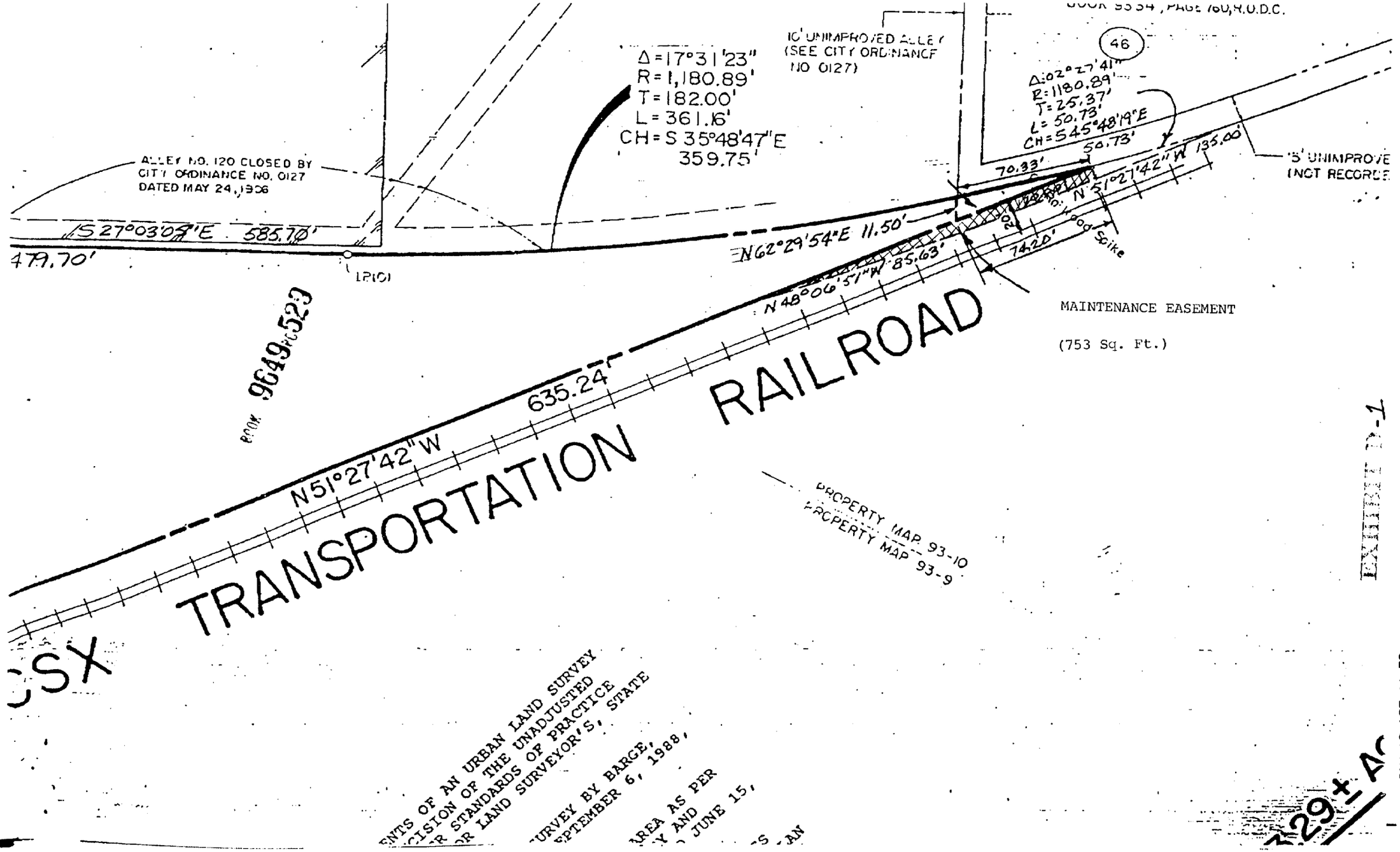
A five (5) foot wide strip of land situate and being in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of a 10-foot alley, said point being the southerly most corner of the Premises; thence with said right-of-way line with a curve to the left 50.73 feet to a point, said curve having a central angle of 2 degrees 27 minutes 41 seconds, a radius of 1,180.89 feet, a tangent of 25.37 feet, and a chord of South 45 degrees 48 minutes 19 seconds East, 50.73 feet; thence leaving said right-of-way line with a line five (5) feet west of and parallel to the westerly line of the Premises (being 15 feet from the centerline of Grantor's track), North 51 degrees 27 minutes 42 seconds West, 135.00 feet to a point; thence North 48 degrees 06 minutes 51 seconds West, 85.63 feet to a point in the westerly line of the Premises; thence with said westerly line South 51 degrees 27 minutes 42 seconds East, 170.00 feet to the Point of Beginning; Containing 753 square feet, or 0.02 acre, more or less.

BOOK 9649PG523

53043
IDENTIFICATION REFERENCE

95 APR 19 PM 1:39


ALLEY NO. 120 CLOSED BY CITY ORDINANCE NO. 0127 DATED MAY 24, 1906
S 27°03'08"E 585.70'
479.70'
LP(C)
Δ=17°31'23"
R=1,180.89'
T=182.00'
L=361.16'
CH=S 35°48'47"E 359.75'
10' UNIMPROVED ALLEY (SEE CITY ORDINANCE NO 0127)
N62°29'54"E 11.50'
N48°06'51"W 85.63'
635.24'
N51°27'42"W
BOOK 9649, PG 523
CSX TRANSPORTATION RAILROAD
PROPERTY MAP 93-10
PROPERTY MAP 93-9
MAINTENANCE EASEMENT
(753 Sq. Ft.)
BOOK 9534, PAGE 760, R.O.D.C.
46
Δ=02°27'41"
R=1180.89'
T=25.37'
L=50.73'
CH=S45°48'19"E
50.73'
70.33'
N 51°27'42" W 135.00'
'S' UNIMPROVE
(NOT RECORDE
74.20'
Spike
EXHIBIT D-1
BWSC NASH PAGE.02
JAN 12 '95 11:30
29± AC