0133414

IDENTIFICATION REFERENCE

Bdj 37 Bob Wood

DEC 13 AM 11:10

This instrument prepared by
or under the direction of:

1995-00217-BDJ
V:\dds95\00217.bdj

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

BOOK 9892 PG 494

THIS QUITCLAIM DEED, made this 13th day of October, 1995, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and HOME DEPOT U.S.A., INC., a Delaware corporation, whose mailing address is 2727 Paces Ferry Road, Atlanta, Georgia 30339, 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 TWO THOUSAND EIGHT HUNDRED DOLLARS ($2,800.00), 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 of Grantor in and to that certain tract or parcel of land situate, lying and being at Nashville, County of Davidson, State of Tennessee, and having a Tax Parcel Identification Number of Map 118-15-Parcel 7, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 23,000 square feet or 0.53 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.

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 thereof; 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 future responsibility respecting fences, railings or guard rails on the Premises, 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 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.

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.

Said covenant(s) 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.

AND FURTHER FOR THE CONSIDERATION AFORESAID and as an appurtenance to the Premises, Grantor does hereby GRANT and CONVEY, WITHOUT WARRANTY, unto Grantee, Grantee's successors and assigns, a perpetual negative easement on and with respect to the Premises, hereinafter designated the "No-Build Easement", more particularly described in Exhibit B, attached hereto and incorporated herein, for the purpose of preventing the construction, installation, maintenance or use of buildings or fences (not including signal devices) within the No-Build Easement. Grantor, for itself and its successors and assigns, declares, covenants and agrees that no buildings or fences (not to include signal devices) shall be constructed within or on the area of the No-Build Easement, such covenant to run with the title to the land of Grantor encumbered by the No-Build Easement and to bind Grantor and its successors, successors in title and assigns. Nothing herein shall prevent the construction, maintenance or use of railroad tracks within the No-Build Easement.

TO HAVE AND TO HOLD the No-Build Easement and rights herein granted, solely for the purpose of preventing the construction, installation, maintenance or use of buildings or fences (not including signal devices); SUBJECT, however, to any public utilities and other existing facilities located on, over, under or across the No-Build Easement, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded.

Grantor, by its undersigned officer, hereby certifies that the full value of all land or property conveyed hereby, or the actual consideration for the release of all property rights quitclaimed hereby, is $2,800.00, including any property exchanged and any financing.

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
Betty D. Jones

Robert L. Wheaton
Robert L. Wheaton

CSX TRANSPORTATION, INC.:

By _____
ASSISTANT VICE PRESIDENT

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

Signed, sealed and delivered
in the presence of:

Patricia Stermer
PATRICIA STERMER

M. Cieminlewski
MARGARET CIEMINLEWSKI

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

By _____ JAMES E. LOGAN
VICE PRESIDENT

Attest Cynthia Cimera
CYNTHIA CIMERA
Assistant Vice President

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 John L. Coleman, (X) 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 Assistant 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 13th day of October, 1995.

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

My commission expires on:

Robert L. Whealton
Notary Public, State of Florida
Commission No. CC 335165
My Commission Expires 12/07/97
Bonded Through Fla. Notary Service & Bonding Co.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 2,500
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 19 DAY OF Dec 1995
Deputy Register

BOOK 9892 PG 498

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 [illegible] 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 [illegible], as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 18th day of OCTOBER, 1995

My commission expires on:

Notary Public

(SEAL)

ROBERT E. PATTERSON III
Notary Public, State of New York
No. 4784543
Qualified in New York County
Commission Expires October 31, 1995

EXHIBIT A

Description of property at: Nashville, Davidson Co., Tennessee
To: Home Depot, U.S.A.
CSXT Deed File No.: 1995-00217-BDJ

Being a rectangular parcel of land in Nashville, First Civil District, Twenty-Sixth Councilmanic District, Davidson County, Tennessee, located between Powell Avenue and the CSX Transportation, Inc., north of Powell Place, lying within the charter right-of-way of said railroad and being more particularly described as follows:

BEGINNING at the point of intersection of the northwesterly boundary of the subdivision of First Revision, Nashville Showroom Properties of record in Book 5060, Page 67, of the Register's Office of Davidson County, Tennessee and the northeasterly charter right-of-way of the CSX Transportation, Inc., said point being S 57° 29′ 00" W, 519.65 feet from the southwesterly right-of-way of Powell Avenue as widened by Project No. 67-R-32, said point being further described as being 100.00 feet from the centerline of said railroad;

THENCE, with said northwesterly boundary S 57° 29′ 00" W, 27.20 feet to a point;

THENCE, leaving said boundary with a fence line, N 32° 29′ 04" W, 831.75 feet to a point in the southeasterly boundary of the property deeded to the Baptist Sunday School Board of record in Book 1814, Page 533, R.O.D.C.;

THENCE, with said boundary N 57° 32′ 00" E, 28.11 feet to a point in the charter right-of-way of said railroad;

THENCE, leaving said boundary with said charter right-of-way, S 32° 25′ 18" E, 831.73 feet to the northwesterly boundary of the subdivision of First Revision, Nashville Showroom properties, the point of beginning.

Containing 23,000 square feet or 0.53 acre, more or less.

BEING more particularly shown on plat of survey dated April 26, 1995 prepared by Barge, Wagoner, Summer and Cannon, Inc., , 162 Third Avenue North, Nashville, Tennessee 37201.

BEING property occupied and used by the Louisville and Nashville Railroad Company, a predecessor of Grantor, for railroad operations since 1860, there being no record of conveyance.

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 No-Build Easement at: Nashville, Davidson Co., Tennessee

To: Home Depot, U.S.A.
CSXT Deed File No.: 1995-00217-BDJ

Being a parcel of land in Nashville, First Civil District, Twenty-Sixth Councilmanic District, Davidson County, Tennessee, located between Powell Avenue and the CSX Transportation, Inc., north of Powell Place, lying within the charter right-of-way of said railroad and being more particularly described as follows:

BEGINNING at a point in the northwesterly boundary of the subdivision of First Revision, Nashville Showroom Properties of record in Book 5060, Page 67, of the Register's Office of Davidson County, Tennessee, said point being S 57° 29′ 00" W, 544.92 feet from the southwesterly right-of-way of Powell Avenue as widened by Project No. 67-R-32, said point further described as being N 57° 29′ 00" E, 75.00 feet from the centerline of the CSX Transportation, Inc.

THENCE, with said northwesterly boundary S 57° 29′ 00" W, 33.05 feet to a point;

THENCE, leaving said boundary with a severance line and a curve to the right, 59.25 feet to a point, said curve having a radius of 60.00 feet, a central angle of 56° 34′ 34", a tangent distance of 32.29 feet and a chord of N 60° 40′ 17" W, 56.87 feet;

THENCE, continuing with said severance line being 60 feet from and parallel to the building, N 32° 23′ 00" W, 480.00 feet to a point;

THENCE, with a curve to the right, 94.25 feet to a point, said curve having a radius of 60.00 feet, a central angle of 90° 00′ 00", a tangent distance of 60.00 feet and a chord of N 12° 37′ 00" E, 84.85 feet;

THENCE, with the building line extended S 32° 23′ 00" E, 60.00 feet to the southwesterly building corner;

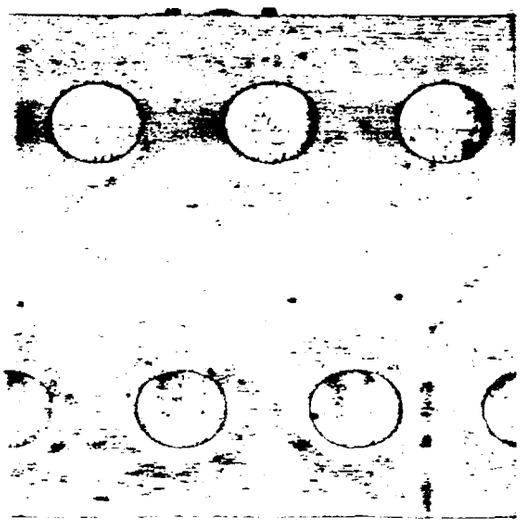
THENCE, continuing on the same course with the building S 32° 23′ 00" E, 480.00 feet to the southeasterly building corner;

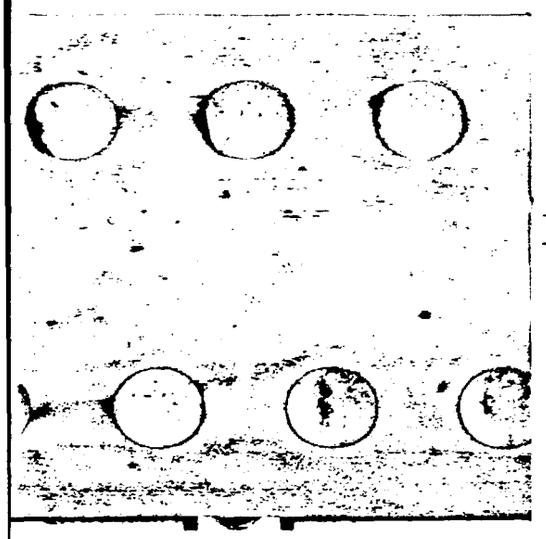
THENCE, continuing on the same course with the building line extended S 32° 23' 00" E, 50.00 feet to a point in the northwesterly boundary of the subdivision of First Revision, Nashville Showroom properties, the point of beginning.

Containing 34,231 square feet or 0.79 acres, more or less.

The "No-Build Easement" covers fee or easement rights of Grantor, as applicable, and, in any case, excludes any portion of the property above described in this Exhibit "B" which is being conveyed to Grantee by virtue of this Quitclaim Deed as described in Exhibit "A" hereto.

9787 12/19 0101 03CHECK 47.36





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9892 PG 503

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

CHRT	2800.00
CON TX	10.36
PRFEE	1.00
MISC	36.00
TOTAL	47.36
CHECK	47.36

12/19/95 01 11:10 0001 9787

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0133414
IDENTIFICATION REFERENCE

95 DEC 19 AM 11:10
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 988212