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1995-00217

This instrument prepared by
or under the direction of:

William C Basney

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

THIS CONFIRMATORY QUITCLAIM DEED, made this 30th day of August, 1996, 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:

WHEREAS, by deed dated October 13, 1995, Grantor conveyed to Grantee 23,000 square feet, or 0.53 of an acre, of land at Nashville, Davidson County, Tennessee, hereinafter "the Premises", recorded in the Register's Office of Davidson County in Book 9892, Page 494, and

WHEREAS, subsequent to recordation of the deed, Public Chapter 774 of the 1996 Session of the General Assembly of the State of Tennessee granted and confirmed the right and ability of Grantor to transfer its title to the Premises to Grantee, and

WHEREAS, Grantee desires and Grantor agrees to reconvey and reconfirm the transfer and release of the Premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS ($10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, their heirs, legal representatives and assigns, all right, title and interest of Grantor, if any, 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 redesignated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein.

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 building 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 the 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. Wheelton
Robert L. Wheelton

CSX TRANSPORTATION, INC.

By _____
ASSISTANT VICE PRESIDENT
JOHN L COLEMAN

Attest _____ (SEAL)
Assistant Secretary
Joyce K. Dolen

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Signed, sealed and delivered
in the presence of:

MARGARET CIESMIELEWSKI

PATRICIA STERMER

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

By _____
JAMES E. LOGAN
VICE PRESIDENT

Attest _____ (SEAL)
CYNTHIA CHANEY
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, (✓) 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 30th day of August, 1996.

My commission expires on:

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

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.

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

Personally appeared before me, CHRISTINE C. COLLINS, 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 5th day of SEPTEMBER, 1996.

My commission expires on:

P Christine Collins (SEAL)
Notary Public

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624736
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1998

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STATE OF GEORGIA

COUNTY OF COBB

AFFIDAVIT OF VALUE

The actual consideration for the within transfer is $2,800.00, the tax on which amount was previously paid in connection with recordation of a certain Quitclaim Deed dated October 13, 1995 and recorded on December 19, 1995 in Book 9892, Page 494 of the Register's Office of Davidson County, Tennessee.

Affiant:

Name:
on behalf of Home Depot U.S.A., Inc.

KATHRYN E. LEE
Senior Corporate Counsel Real Estate

Sworn to and subscribed
before this 10th day of
October, 1996.

Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires February 11, 1997

[NOTARIAL SEAL]

GEORGIA
COBB COUNTY
PUBLIC

74375-1 - 10/2/1996

EXHIBIT A BOOK 10227 PG 228

Description of property at: Nashville, Davidson Co., Tennessee
To: Home Depot U.S.A., Inc.
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 1614, 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.

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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., INC.
CSXT Deed File No.: 1995-00217-BDJ

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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;

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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.

02367871

IDENTIFICATION REFERENCE

96 OCT 16 PM 3:50

REGISTER
DAVIDSON COUNTY, TN.

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