This instrument prepared by
or under the direction of:

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

1996-00528/KPC

BOOK 10286 PG 168

THIS QUITCLAIM DEED, made this 20th day of December, 1996 between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and JOHN S. PHIPPS, JR. AND WIFE, MARTHA M. PHIPPS, whose mailing address is Post Office Box 50026, Nashville, TN 37205, 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 THREE THOUSAND AND NO/100 DOLLARS ($3,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, husband and wife, as Tenants by the Entirety, with the remainder to the survivor of them, and said survivor's 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 _____, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 1,245 square feet, 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 lands 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 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 not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If the 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 railroad operating property or other adjacent lands and facilities of Grantor.

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Grantee, for itself, its successors and assigns, hereby covenants and agrees neither Grantee, nor its successors and assigns, shall erect, or cause to be erected, any building or on the Premises for so long as the Old Harding Road crossing of Grantor's railroad track exists in order to maintain proper sight clearance for the safe operation of Grantor's trains, locomotives and rail equipment.

As the adjacent land owner, Grantee is familiar with the current and past use(s) of the Premises and the physical and environmental condition thereof. Having such familiarity and knowledge, and having the opportunity to perform environmental inspection and testing of the Premises, Grantee accepts the Premises in "as is" condition as of the date the Closing. Grantee expressly assumes all obligation, 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 statues, 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, or under the Premises. Grantee acknowledges that the provisions of this covenant are deemed to be additional consideration to Grantor and the condition of the Premises has been considered as part of the purchase price.

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.

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 $3,000.00, 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

name 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:

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Karen P. Carter
Karen P. Carter

Robert L. Whealton
Robert L. Whealton

Signed, sealed and delivered
in the presence of:

M Ciesmelewski
MARGARET CIESMELEWSKI

CSX TRANSPORTATION, INC.

By: Allen L Coleman
ASSISTANT VICE PRESIDENT
JOHN L. COLEMAN

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

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

By: Cynthia Chaney
CYNTHIA CHANEY ASSISTANT VICE PRESIDENT

Attest Patricia Stermer (SEAL)
PATRICIA STERMER
ASSISTANT VICE PRESIDENT

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

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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 26th day of November, 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.

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, CYNTHIA CHANEY and PATRICIA STERMER, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the ASSISTANT 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 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 CYNTHIA CHANEY, as its ASSISTANT VICE PRESIDENT and attesting the same by PATRICIA STERMER, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 29 day of November, 1996.

My commission expires on:

Christine C. Collins (SEAL)
Notary Public
Print Name: CHRISTINE C. COLLINS

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 01-4[illegible]
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1998

S:\PIN\TN47\037-0150\1996-528\QCCSXT.L&N.DOC

EXHIBIT A

Description of property at: Nashville, County of Davidson, Tennessee
To: John S. Phipps, and (wife) Martha M. Phipps
CSXT Deed File No.: 1996-00528/KPC/jls

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Land in Davidson County, Tennessee, situated on Old Harding Road and more particular described as follows:

BEGINNING at an iron pin located in the eastern right-of-way margin of Old Harding Road said pin being the Northwest corner of the John Phipps property, said property acquired by John Phipps from the L&N Railroad on April 19, 1991, as of record in Book 8343, Page 189, R.O.D.C., Tennessee: thence with said right-of-way, N 33° 07' 42" E 2.61 feet to a point, thence leaving said right-of-way N 33° 07' 42" E 122.55 feet to a point in the western operating property line of Grantor, said point being 25 feet west of the centerline of Grantor's railroad track, thence with said line 25 feet west of centerline of Grantor's railroad track S 23° 51' 09" W 123.52 feet to an iron pin; thence leaving said operating property N 66° 08' 51" W 20.16 feet to point of beginning, said tract containing 1245 square feet more or less, being indicated as Tract III on a plat of boundary survey by Howard W. Anderson, Registered Land Surveyor, dated April 4, 1991, incorporated herein by reference.

BEING a portion of the property acquired by Nashville Chattanooga & St. Louis Railway, a predecessor of Grantor, from W. H. Jackson, by deed dated December 1, 1898, recorded among the Public Land Records of Davidson County, Tennessee , in Book 232, Page 54.

Properties of 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 changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ [illegible]

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10TH DAY OF December 19 96

Deputy Register

4072 12/10 0101 03CHECK 32.10

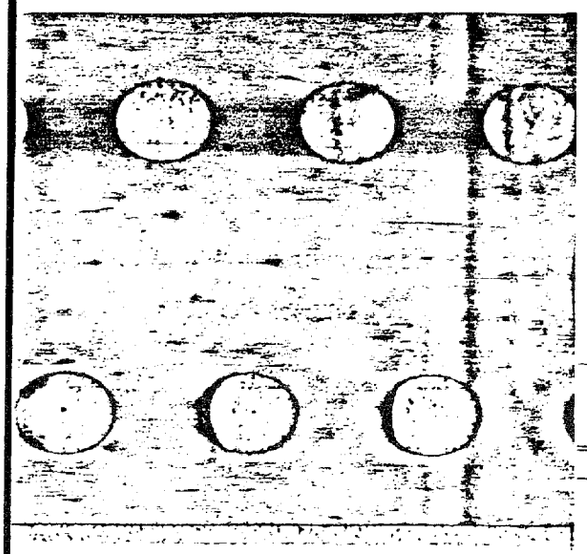
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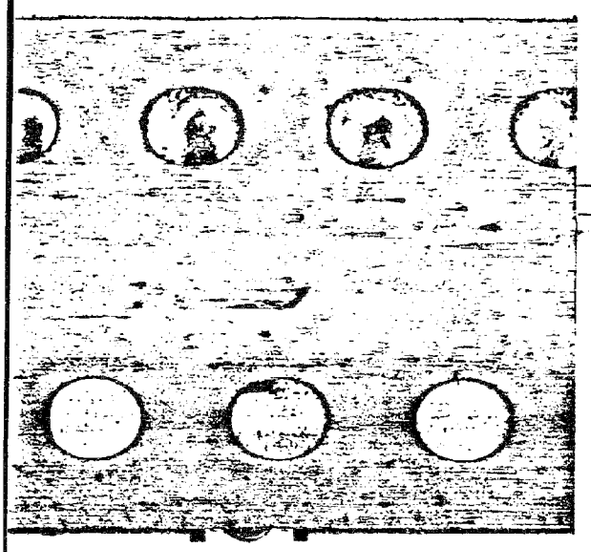
96 DEC 10 AM 11:01

FELIX A. PRESSON III REGISTER
DAVIDSON COUNTY, TN.

025468
IDENTIFICATION REFERENCE

S:\PIN\TN47\037-0150\1996-528\QCCSXT L&N.DOC





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

RECEIVED OF _____

FOR _____

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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 3000.00	
			CON TX 11.10	
			PRFEE 1.00	
			WDEED 20.00	
			TOTAL 32.10	
			CHECK 32.10	
12/10/96	01		11:03 0001 4072	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0254468
IDENTIF. & REFERENCE

96 DEC 10 AM 11:01
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1096709