BOOK 10487 PG 725

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

1996-00504 KPC

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $9000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10 DAY OF June 1997.

Deputy Register

THIS QUITCLAIM DEED, made this 2nd day of June, 1997 between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and, TERRANCE J. CLYNE AND PARKER M. TANNER, whose mailing address is 1234 Fesslers Lane, Nashville, Tennessee 37210, hereinafter called "Grantee", and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided, WITNESSETH: owner

(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 NINE THOUSAND AND NO/100 DOLLARS ($9,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee for their joint lives, 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 those three (3) certain tracts or parcels of land situate, lying and being at Nashville, County of Davidson, Tennessee, individually designated "Tract I", "Tract II" and "Tract III" and collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and together containing 28,298 square feet, more or less. The Tax Parcel Identification Number for the Premises is _____.

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.

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 of 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.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope located on the Premises in such a manner as to insure that the slope does not fall, slide or otherwise trespass, upon the railroad tracks, operating corridor, roadbed, or other lands and facilities of Grantor.

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 $9,000.00, 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 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:

Karen P. Carter

Robert L. Whealton

CSX TRANSPORTATION, INC.:

By: _____
Print Name: JOHN L. COLEMAN
Print Title: ASSISTANT VICE PRESIDENT

Attest _____ (SEAL)
Assistant Secretary
Print Title: Douglas R. Maxwell

Signed, sealed and delivered
in the presence of:

ROBERT F. LEE

MARGARET CIESMELEWSKI

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

By: _____
JAMES E. LOGAN
VICE PRESIDENT

Attest _____ (SEAL)
Secretary
CYNTHIA CHANEY
Assistant Vice President

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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 2nd day of June, 1997.

My commission expires on:

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

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, 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 4th day of JUNE, 1997.

My commission expires on:

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

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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EXHIBIT A

BOOK 10487 PG 729

Description of property at: Nashville, Davidson County, Tennessee
To: Terrance J. Clyne and Parker M. Tanner
CSXT Deed File No.: 1996-00504 KPC/jls

Three Tracts of land situate in Nashville, Davidson County, Tennessee more particularly described as follows;

TRACT I

Commencing with a point in the west line of Fessler"s Lane (formerly known as Faydur Court) being the northeast corner of the land of Eli Goldach, Deed Book 7679 Page 689, thence South 80° 26' 20" West with the line between Lots 4 and 5 of Mcintyre Industrial Subdivision as recorded in Plat Book 3600 Page 99 a distance of 344.12 feet to an old iron pin and the POINT OF BEGINNING of this description;

thence along a curve to the right with a radius of 2,010.0 feet and a chord bearing and distance of South 11° 50' 26" East and 292.52 feet to an old iron pin;

thence South 81° 58'49" West a distance of 50.00 feet to an old iron pin;

thence along a curve to the left with a radius of 1960.0 feet and a chord bearing and distance of North 11° 55' 07" West and 291.19 feet to a new iron pin;

thence North 80° 26' 20" East a distance of 50.33 feet to the point of beginning, containing 14,606 square feet and being as shown as Tract I on plat of survey by Howard W. Anderson, registered land surveyor, dated September 30, 1996.

TRACT II

Commencing with an old iron rod being the southeast corner of the land of Road Warnings Company Deed Book 4367 Page 952, thence North 52° 09' 08" West a distance of 12.27 feet to a new iron rod being 50 feet from Grantor's nearest railroad track and the POINT OF BEGINNING of this description;

thence continue North 52° 09'08" West a distance of 138.61 feet to a new iron pin ;

thence South 03° 10' 09" West a distance of 61.82 feet to a new iron rod;

thence South 53° 00' 35" East 124.53 feet to a new iron rod;

thence North 14° 33'49" East a distance of 53.32 feet to the POINT OF BEGINNING, containing 6,592 square feet, and being as shown as Tract II on plat of survey by Howard W. Anderson, registered land surveyor, dated September 30, 1996.

TRACT III

Beginning with the new iron pin at the northwest corner of Tract II above being 100 feet, more or less, from the centerline of Grantor's nearest railroad track form Nashville to Chattanooga;

thence in a northwesterly direction running 100 feet from said railroad track a distance of 148 feet, more or less, to a point 50 feet from the centerline of a second railroad track of Grantor;

thence in a southerly direction running parallel with and 50 feet from the centerline of the second railroad track of Grantor a distance of 63 feet, more or less, to a point 50 feet from Grantor's centerline of nearest track from Nashville to Chattanooga;

thence running parallel to and 50 feet from Grantor's centerline of nearest track from Nashville to Chattanooga in a southeasterly direction a distance of 138 feet, more or less, to a new iron rod in the southwest corner of Tract II above;

thence North 03° 10' 09" East a distance of 61.82 feet to the POINT OF BEGINNING, containing 7,100 square feet, more or less.

BEING a portion of the property acquired by The Nashville, Chattanooga & St. Louis Railway, a predecessor of Grantor, from Joseph Scroggins, et al, by deed dated 12/15/1952, recorded among the Public Land Records of Davidson County, Tennessee, in Book 2104, Page 19.

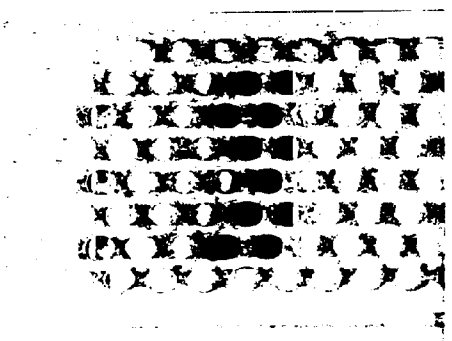
Properties of The Nashville, Chattanooga & St. Louis Railway became vested in the Louisville and Nashville Railroad Company by virtue of Agreement of Merger dated August 30, 1957. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and 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.

03145111
IDENTIF. ↑ REFERENCE

97 JUN 10 PM 1:01
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

1454 06/10 0101 03CHECK 58.30

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OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10487 PG 731

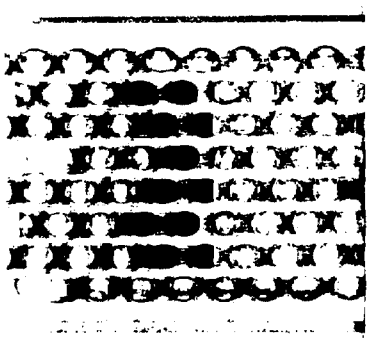
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 9000.00
CON TX 33.30
PRFEE 1.00
WDEED 24.00
TOTAL 58.30
CHECK 58.30

06/10/97 01 13:06 0001 1454

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



03145111
IDENTIF. ↑ REFERENCE

97 JUN 10 PM 1:01
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1161362