98030/36

This instrument prepared by
or under the direction of:

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

1997-00425/BSD

BOX 2

Address New Owner:
Metropolitan Development &
Housing Agency
P. O. Box 846
Nashville, TN 37202

Send Tax Bills to:
Same

BOOK 10882 PG 529

THIS QUITCLAIM DEED, made this 4th day of March, 1998 between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and METROPOLITAN DEVELOPMENT AND HOUSING AUTHORITY, whose mailing address is 172 Second North, Suite 102, Nashville, TN 37201, 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 EIGHTY THOUSAND AND NO/100 DOLLARS ($80,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns all right, title and interest of Grantor, if any, in and to those three (3) certain tracts of land situate, lying and being at Nashville, County of Davidson, State of Tennessee, and having a Tax Parcel Identification Number of _____, individually referered to as "Tract 1", "Tract 2", and "Tract 3" hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing a total of 0.888 acre, more or less.

EXCEPTING unto Grantor the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", within and on the Premises. Grantee shall remove the Track, at its sole cost and expense, within one hundred eighty (180) days after Closing and stockpile same (other than the ballast) for later retrieval by Grantor.

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 liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

BOOK 10882 PG 530

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.

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 $80,000.00, 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

Karen P. Carter

Mary L. Huston

Mary L. Huston

CSX TRANSPORTATION, INC. BOOK 10882 PG 531

By: John L. Coleman
Print Name: John L. Coleman
Print Title: Assistant Vice President

Attest Joyce A. Dolan (SEAL)
Secretary
Print Title: Joyce A. Dolan

Signed, sealed and delivered
in the presence of:

R. Lee

ROBERT F. LEE

M Ciesmelewski

MARGARET CIESMELEWSKI

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

By: Cynthia Chaney
CYNTHIA CHANEY
Assistant Vice President

Attest Sirojni Dindial (SEAL)
ASSISTANT Secretary
SIROJNI DINDIAL

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $80,000.00.

Jo Anne Smith
Affiant

Subscribed and sworn to before me, this 10th day of April, 1998.

Betty B. Simmons
Notary Public

My Commission expires: 11/24/2001

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STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Mary L. Huston, 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 4th day of March, 1998.

My commission expires on:

MARY L HUSTON
Notary Public - State of Florida
My Commission Expires Nov 30, 2001
Commission = CC699224

Mary L Huston (SEAL)
Notary Public
Print Name: MARY L. HUSTON

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

BOOK 10882 PG 532

Personally appeared before me, CHRISTINE C. COLLINS, a Notary Public of the State and County aforesaid, CYNTHIA CHANEY and SIROJNI DINDIAL with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY, 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 SECRETARY, 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 SIROJNI DINDIAL, as its ASSISTANT SECRETARY, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 5TH day of March, 1998.

My commission expires on:

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624726
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1998

Christine C Collins (SEAL)
Notary Public
Print Name:

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EXHIBIT A

Description of property at: Nashville, Davidson County, Tennessee
To: Metropolitan Development and Housing Authority
CSXT Deed File No.: 1997-00425/BSD/jls

TRACT 1:

Land located in the First Civil District, Twentieth Councilmanic District of Metro Nashville Davidson County, Tennessee, being an abandoned CSX railroad spur line running between Third Avenue North and Fourth Avenue North, situated South of Jackson Street more particularly described according to a survey made by Edward L. Adams RLS #1139 dated February 1, 1996 as follows:

Beginning at an iron pin, (new) located in the East right-of-way line of Fourth Avenue North 546.53 feet South of the South right-of-way line of Jackson Street; thence with the South line of Polar Refrigerated Services, Inc. as recorded in deed book 4714 page 544 and with a curve running in a Northeasterly direction being concave to the North, having a radius of 512.33 feet, a delta angle of 41 degrees 38 minutes 08 seconds left, a chord length of 364.16 which the chord bears North 49 degrees 37 minutes 06 seconds East for an arc distance of 372.30 feet to a P.K. nail (new) located in the West right-of-way line of Third Avenue North; thence South 31 degrees 44 minutes 12 seconds East 20.56 feet to an iron pin, (new); thence leaving the West right-of-way line of Third Avenue North (total r-o-w being 49.1 feet) and running with the North line of CCI Properties as recorded in deed book 9609 page 890 and with a curve which is concave to the North, having a radius of 530.33, a delta angle of 40 degrees 07 minutes 16 seconds right, a chord length of 363.82 feet which the chord bears South 49 degrees 57 minutes 15 seconds West for an arc length of 371.36 feet to an iron pin (new) located in the East right-of-way line of Fourth Avenue North; thence North 31 degrees 48 minutes 09 seconds West 18.40 feet to the point of beginning, containing 0.153 acres, or 6692.77 square feet, more or less.

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

EXHIBIT A

TRACT 2:

Land located in the First Civil District, Twentieth Councilmanic District of Metro Nashville Davidson County, Tennessee, being an abandoned CSX railroad spur line running between Third Avenue North and Second Avenue North, situated South of Jackson Street more particularly described according to a survey made by Edward L. Adams RLS #1139 dated February 1, 1996 as follows:

Beginning at an iron pin, (new) located in the East right-of-way line of Third Avenue North 174.96 feet North of the North right-of-way line of Stockyard Street; thence with the East right-of-way line of Third Avenue North (having a total right-of-way of 49.1 feet) North 31 degrees 26 minutes 13 seconds West 105.77 feet to an iron pin, (new); thence leaving Third Avenue North and continuing with the South line of Killen as recorded in deed book 7738 page 680 North 58 degrees 16 minutes 48 seconds East 74.50 feet to an iron pin, (new); thence North 32 degrees 53 minutes 48 seconds East 55.44 feet to an iron pin (new); thence North 58 degrees 16 minutes 48 seconds East 20.00 feet to an iron pin, (new); thence North 31 degrees 26 minutes 12 seconds West 5.34 feet to an iron pin, (new); thence North 37 degrees 14 minutes 41 seconds East 157.22 feet to an iron pin, (new) located in the West right-of-way line of Second Avenue North (having a total right-of-way width of 50.00 feet); thence South 31 degrees 42 minutes 25 seconds East 55.44 feet to an iron pin, (new); thence leaving Second Avenue North and continuing with the North line of Nashville Union Stockyard Restaurant Co., Inc. as recorded in deed book 5864 page 881 and deed book 9486 page 907 South 31 degrees 44 minutes 13 seconds West 249.89 feet to an iron pin, (new); thence with the North line of R.L. Wiles Feed Mill, Inc. as recorded in deed book 9293 page 671 South 58 degrees 07 minutes 05 seconds West 19.88 feet to and iron pin, (new); thence South 31 degrees 47 minutes 22 seconds West 54.32 feet to the point of beginning, containing 0.490 acres, or 21,236.10 square feet, more or less.

BOOK 10882 PG 534

EXHIBIT A

TRACT 3:

Land located in the First Civil District, Twentieth Councilmanic District of Metro Nashville Davidson County, Tennessee, being an abandoned CSX railroad spur line running between Second Avenue North and First Avenue North situated South of Jackson Street more particularly described according to a survey made by Edward L. Adams RLS #1139 dated February 1, 1996 as follows:

Beginning at an iron pin, (new) located in the East right-of-way line of Second Avenue North 382.65 feet North of the North right-of-way line of Stockyard Street; thence with the line of the State of Tennessee as recorded in deed book 9561 page 368 and with a curve running in a Northeasterly direction being concave to the North, having a radius of 558.69 feet, a delta angle of 29 degrees 49 minutes 22 seconds left, a chord length of 287.53 feet which the chord bears North 15 degrees 37 minutes 53 seconds East for an arc distance of 290.80 feet to a P.K. nail (new) located in the West right-of-way line of First Avenue North; thence South 61 degrees 00 minutes 45 seconds East 69.08 feet to an iron pin, (new); thence leaving the West right-of-way line of First Avenue North (total r-o-w being 49.5 feet) running with the line of said State of Tennessee property South 25 degrees 06 minutes 33 seconds West 113.10 feet to an iron pin, (new); thence with a curve which is concave to the North, having a radius of 588.68 feet, a chord length of 184.37 feet which the chord bears South 23 degrees 03 minutes 38 seconds West 184.37 feet for an arc length of 185.13 feet to an iron pin, (new) located in the East right-of-way line of Second Avenue North; thence North 31 degrees 42 minutes 25 seconds West 33.65 feet to the point of beginning, containing 0.245 acres or 10,690.31 square feet, more or less.

BOOK 10882 PG 535

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BEING more particularly shown on plat of survey dated February 1, 1996, prepared by Edward L. Adams, Registered Land Surveyor Number 1139, Adams and Company, Surveyor 783, Old Hickory Blvd., Brentwood, TN 37027

BEING a portion of the property acquired by Louisville and Nashville Railroad Company, a predecessor of Grantor, from Illinois Central Gulf Railroad Company, by deed dated December 15, 1981, recorded among the Public Land Records of Davidson County, Tennessee, in Book 6278, Page 308.

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.

BOOK 10882 PG 536

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