BOOK 11122 PAGE 487

283490, Box 135

This instrument prepared by
or under the direction of:

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

1998-000132/KPC

SEND TAX BILLS TO:
Jerry N. Gomer
P.O. Box 40913
Nashville, Tn. 37204

Map and Parcel numbers
to be assigned in 1999

THIS DEED, made this 1st day of September, 1998., between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and JERRY N. GOMER, whose mailing address is Post Office Box 40913, Nashville, TN 37211, 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 ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($140,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, his heirs, legal representatives and assigns, 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 to be assigned, hereinafter designated the "Warranty Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing a total of 1.22 acres, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to the Warranty Premises belonging or in anyway incident or appertaining.

TO HAVE AND TO HOLD the Warranty Premises unto Grantee, Grantee's heirs and assigns or successors and assigns, forever.

State of Tennessee, County of Williamson
The actual consideration of fair market value of this transfer is $100.00

Affiant

Sworn to before me this 22nd day of September, 1998

Notary Public

My commission Expires SEPT. 6, 2001

LINDA V. HINES NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN.

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Grantor hereby WARRANTS that: (a) SUBJECT TO reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created, determinable by a proper survey or by an inspection thereof, including, but not limited to, encroachment of a portion of building, Grantor will forever defend the Warranty Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof by, through or under Grantor; (b) Grantor will execute such other and further assurances of the same as may be required.

ALSO CONVEYED hereby, BY QUITCLAIM ONLY, is a tract of land, hereinafter designated "the Quitclaim Premises", more particularly described in Exhibit B, attached hereto and incorporated herein, and containing 0.11 acre, more or less.

TO HAVE AND TO HOLD the Quitclaim 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.

The Warranty Premises and the Quitclaim Premises are hereinafter referred to as the "Premises".

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.

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 covenants 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 $140,000.00, 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.:

By: Patricia J. Aftoora

Print Name: Patricia J. Aftoora

Print Title: Vice President

Attest Joyce A. Dolan (SEAL)
Secretary

Print Name: Joyce A. Dolan

Signed, sealed and delivered
in the presence of:

Sirajm Dindial
SIROJNI DINDIAL

John Guillano

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

By: JAMES E. LOGAN
VICE PRESIDENT

Attest M Ciesmelewski (SEAL)
~~Secretary~~
MARGARET CIESMELEWSKI
ASSISTANT VICE PRESIDENT

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 Patricia J. Aftoora, (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: (s)he resides in Jacksonville, Duval County, Florida; (s)he is Vice President, of CSX Transportation, Inc., the corporation described in and which executed said instrument; (s)he is fully informed of the contents of the instrument; (s)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; (s)he signed his/her 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 16 day of September, 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

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

Personally appeared before me CHRISTOPHER J. GRELL, a Notary Public of the State and County aforesaid, JAMES E LOGAN and MARGARET CIESMELEWSKI 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 MARGARET CIESMELEWSKI, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 2nd day of SEPTEMBER, 1998.

My commission expires on:

(SEAL)
Notary Public
Print Name: CHRISTOPHER GRELL

CHRISTOPHER GRELL
Notary Public, State of New York
No. 01GR5012466
Qualified in New York County
Commission Expires June 15, 1999

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EXHIBIT A

Description of property at: Nashville, Davdison County, Tennessee
To: Jerry N. Gomber
CSXT Deed File No.: 1998-00132/KPC

Special Warranty Parcel 1:

Land in Nashville, Davidson County, Tennessee, being lot 277, part of lots 278 thru 282, and a portion of Woodbine Street (now closed), shown on the plan of Grandview Heights as recorded in plat book 161, pages 14 and 15, register's office for said county and more particularly described as follows:

Beginning on the easterly side of Cruzen Street at the common corner of lots 276 and 277 shown on said plan, 450 feet southeast of the intersection of said Cruzen Street and Newsom Street; thence leaving Cruzen Street and along the line of lots 276 and 277, S 66° 07' 31" E, 150.00 feet to the west right of way of a 15' alley shown on said plan; thence along said alley S 23° 35' 00" E, 82.47 feet to a point located 25 feet west of the center of track no. 619 of the Grantor; thence parallel with said railroad track S 01° 26' 54" W, 232.81 feet to the beginning of a curve; thence along a curve to the right, having a radius of 293.56 feet, a distance of 54.07 feet to the southerly line of lot 282 shown on said plan; thence along said line N 84° 54' 05" W, 27.64 feet to the east right of way of Cruzen Street; thence along said Cruzen Street N 23° 35' 00" W, 326.00 feet to the point of beginning and containing 0.8 acre or 35,216 square feet, more or less.

"LESS AND EXCEPT" that portion of Woodbine Street (now closed) shown on the plan of Grandview Heights as recorded in plat book 161, pages 14 and 15, register's office for said county, lying between Lots 279 and 280 and north of Cruzen Street; containing 0.11 of an acre, more or less.

Special Warranty Parcel 2:

Land in Nashville, Davidson County, Tennessee, being part of lots 290 thru 295, and a small portion of Kline Avenue shown on the plan of Grandview Heights as recorded in plat book 161, pages 14 and 15, register's office for said county and more particularly described as follows:

Beginning at the southerly terminus of Kline Avenue, 200' south of the intersection of said Kline Avenue and Newsom Street, also being 2.15 feet east of the southeast corner of lot 296 shown on

said plan; thence severing a part of Kline Avenue and lots 295 through 290 the following 4 calls; S 01° 15' 36" W, 118.23 feet; thence S 08° 06' 16" W, 13.97 feet to the beginning of a curve; thence along a curve to the left, having a radius of 1363 feet, a distance of 158.34 feet; thence S 01° 26' 54" W, 47.20 feet to the east right of way of a 15' alley; thence along said alley N 23° 35' 00" W, 300.42 feet to the northwest corner of lot 295 shown on said plan; thence along the line of lots 295 and 296 N 66° 07' 31" E, 152.15 feet to the point of beginning and containing 0.53 acre, more or less.

BEING a portion of the property acquired by predecessors of Grantor, by the following instruments, recorded among the Public Land Records of Davidson County, Tennessee:

Railroad	Acquired From	Date of Instrument	Book	Page
(1)L&N RR CO	Rollins Matherly, et ux	07/31/1915	475	467
(2)L&N RR CO	Houston - McCord Realty	12/28/1922	615	48
" "	Robert Vaughn, Clerk Master	04/25/1916	489	150

(1) L&N RR CO = Lewisburg & Norton Railroad Company
(2) L&N RR CO = Louisville & Nashville Railroad Company

The **Lewisburg and Northern Railroad Company** merged into the **Louisville and Nashville Railroad Company** by deed dated October 1, 1915. 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.

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BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

3868 09/23 0101 03CHECK 553.00

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EXHIBIT B

Description of property at: Nashville, Davdison County, Tennessee
To: Jerry N. Gomber
CSXT Deed File No.: 1998-00132/KPC

Quitclaim Parcel:

BEING that portion of Woodbine Street (now closed) shown on the plan of Grandview Heights as recorded in plat book 161, pages 14 and 15, register's office for said county, lying between Lots 279 and 280 and north of Cruzen Street; containing 0.11 of an acre, more or less.

Railroad	From	Instrument	Book	Page
Louisville & Nashville RR Co.	Davidson Co.	Resolution #26/1951	475	467

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.

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 140000.00
CON TX 518.00
PRFEE 1.00
TDEED 32.00
ERR CO
TDEED 32.00-
WDEED 32.00
CFEE 2.00
TOTAL 553.00
CHECK 553.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/23/98 01 09:34 0001 3868

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IDENTIF. & REFERENCE

98 SEP 23 AM 9:33

BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.

No. 1349215