BOOK 11295 PAGE 629

1998-00203/BSD

This instrument prepared by
or under the direction of:

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

Send Tax Bills To:
Circuit City
9950 Mayland Drive
Richmond, VA 23233

THIS QUITCLAIM DEED, made this 4th day of December, 1998 between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CARMAX AUTO SUPERSTORE, INC., a Virginia corporation, whose mailing address is 9950 Mayland Drive, DRI-5, Richmond, VA 23233, 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 TEN THOUSAND AND NO/100 DOLLARS ($10,000.00), 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 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 118-11, Parcel 164, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.61 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 sixty (60) days after Closing and stockpile same (other than the ballast) for retrieval by Grantor, within sixty (60) days after removal.

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.

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Please return to:
CHICAGO TITLE INSURANCE COMPANY
1129 20th STREET NW
SUITE 300
WASHINGTON DC 20036
1509708S8

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

Prior to commencement of any development or construction on the Premises, Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the west line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad operating property. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining operating property.

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 operating property of CSX Transportation, Inc., 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.

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.

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 $10,000.00, including any property exchanged and any financing.

State of Tennessee
County of Davidson

The actual consideration or value whichever is greater, for this transfer is $10,000.00.

Affiant _____

Subscribed before me this 5th day of January, 1999.

_____
NOTARY PUBLIC

My Commission Expires: 11/24/2001

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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:

Bonnie S. Deckard
Bonnie S. Deckard

Mary L Huston
Mary L. Huston

Signed, sealed and delivered
in the presence of:

Jason G. Gregory
JASON G. GREGORY

John Giuliano

CSX TRANSPORTATION, INC.:

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

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

By:
JAMES E LOGAN
VICE PRESIDENT

Attest: Cynthia Chaney (SEAL)
CYNTHIA CHANEY
~~Secretary~~
ASSISTANT VICE PRESIDENT

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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: (s)he resides in Jacksonville, Duval County, Florida; (s)he is Assistant 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 4th day of December, 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)

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 10th day of DECEMBER, 1998.

My commission expires on:

Christine C Collins (SEAL)
Notary Public
Print Name:

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624735
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 2000

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EXHIBIT A

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Description of property at: Nashville, Davidson County, Tennessee
To: CarMax Auto Superstores, Inc.
CSXT Deed File No.: 1998-00203/BSD/

Land lying in the 6th Civil District of Nashville, Davidson County, Tennessee, known as part of an easement for Parcel 164 of Map Book 118-11 and BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod at the Southeast corner of a tract of land described by Deed of Record in Book 1814, Page 533, in Register's Office for Davidson County, Tennessee, said point being the Northeast corner of a tract in the Deed of Home Depot U.S.A. Inc., of Record in Book 10227, Page 222, and the right of way of Powell Avenue; thence S 57°32′00″ W for a distance of 544.76′ to a point being the point of beginning for the land conveyed hereby; thence S 57°32′00″ W for a distance of 20.02′ to a point, said point being 79.98′ from the centerline of the North-Bound Main Track of the Louisville and Nashville and/or Nashville and Decatur Railroad and S 57°32′00″ W for a distance of 46.94′ from the Northwest corner of a tract in the Deed of Home Depot U.S.A. Inc. of Record in Book 10227, Page 222; Point being 20′ East of the centerline of a spur to said railroad; thence N 38°23′02″ W for a distance of 85.45′ to a point 15′ East of centerline of spur; thence N 30°48′14″ W for a distance of 252.18′ to a point 20′ East of railroad spur; thence N 35°53′08″ W for a distance of 183.29′ to a point 18′ East of railroad spur; thence N 34°10′59″ W for a distance of 100.09′ to a point 20′ East of centerline of spur; thence N 34°03′12″ W for a distance of 229.74′ to a point 25′ East of railroad spur; said point being 53.48′ from the centerline of the North-Bound Main Track of the Louisville and Nashville and/or Nashville and Decatur Railroad; thence leaving 25′ East of centerline of spur and starting along the extension of a tract of land conveyed to Thompson-Powell Venture, LLC., of Record in book 9753, Page 844, N 58°01′24″ E for a distance of 46.52′ to a point, thence along a curve with a radius of 13,071.48′ and a chord of S 31°39′42″ E, a distance of 269.30′ to a point; thence S 32°22′30″ E for a distance of 580.10′ to the POINT OF BEGINNING. Containing 0.61 acres, more or less.

BEING more particularly shown on plat of survey dated November 4, 1998 prepared by Raymond E. Binkley, Registered Land Surveyor Number TN RLS 714, of Ogden Environmental and Energy Services, 3800 Ezell Road, Suite 100, Nashville TN 37211, incorporated herein by reference.

BEING property occupied and used by the Tennessee and Alabama Railroad Company, a predecessor of Grantor, for railroad operations since 1852, there being no record of conveyance.

Effective January 23, 1852 the **Tennesse and Alabama Railroad Company (Tennessee Corporation)** was chartered by the State Legislature. On July 1, 1870, the Tennessee & Alabama Railroad consolidated with the Nashville & Decatur Railroad Company. The Nashville and Decatur Railroad Company merged into CSX Transportation, Inc., effective December 20, 1990.

053357
IDENTIF. A REFERENCE

99 JAN 13 AM 9:37
REGISTER
DAVIDSON COUNTY, TN.

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2286 01/13 0101 03CHECK 60.00

OFFICIAL RECEIPT

BILL GARRETT
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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

CAMT	10000.00
CON TX	37.00
PRFEE	1.00
WDEED	20.00
CFEE	2.00
TOTAL	60.00
CHECK	60.00

01/13/99 01 09:38 0001 2286

053657
IDENTIF. & REFERENCE

99 JAN 13 AM 9:37

BILL GARRETT
REGISTER
DAVIDSON COUNTY, TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1411736