This instrument prepared by or under the direction of:

Christopher G. Commander
Attorney for:
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

Davidson County DEEDWARR
Recvd: 08/20/04 14:48 9pgs
Fees:48.00 Taxes:1489.25
20040820-0101079

ADDRESS NEW OWNER:
Church/11th Avenue Development Company, LLC
401 Church ~~Avenue~~ Street, Suite 2310
Nashville, TN 37219

SEND TAX BILL TO:
Same

MAP-PARCEL:
Map 93-05
Parcel 400.00

SPECIAL WARRANTY DEED

THIS DEED, made this 19th day of August, 2004, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CHURCH/11TH AVENUE DEVELOPMENT COMPANY, LLC, whose mailing address is 401 Church ~~Avenue~~ Street, Suite 2310, Nashville, TN 37219 hereinafter called "Grantee", 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 FOUR HUNDRED TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($402,500.00), 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, its successors 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 93-05-400.00, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 3.63 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 said Premises belonging or in anyway incident or appertaining.

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; and RESERVING unto Grantor a perpetual railroad easement fifteen feet (15') in width, along the westerly most line of the premises, as previously described in Exhibit A, for the continued location, maintenance, use, repair, replacement of the Track; TOGETHER WITH the right of ingress and egress to and from the Track until removal.

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

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, Grantor will forever defend the 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.

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.

GRANTEE, by acceptance of this deed, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope and toe of slope located on the Premises in such a manner as to insure that the slope does not fall, slide or otherwise undermine Grantor's

tracks, operating corridor, roadbed, or other lands and facilities of Grantor. Grantee further covenants to insure lateral and subjacent support of railroad tracks, the operating corridor, roadbed, and land.

GRANTEE, its successors or assigns, by acceptance of this deed, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise abatement or sound reduction structures 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 noise abatement or sound reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise abatement or sound reduction structures. Grantee assumes all liability and responsibility respecting noise abatement or sound reduction structures.

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.

AND FURTHER FOR THE CONSIDERATION AFORESAID, Grantor does hereby RETAIN, for Grantor, Grantor's heirs, personal representatives, successors and/or assigns, a non-exclusive access easement over Seller's existing roadway, hereinafter referred to as "the Access Easement", shown in Exhibit "B", attached hereto and incorporated herein, for non-exclusive use and maintenance of Grantor's road to access its adjacent Premises.

TO HAVE AND TO HOLD the Non-Exclusive Access Easement and rights herein granted, solely for the purposes herein contained; SUBJECT, however, to any public utilities and other facilities located in, on, over, under or across the Non-Exclusive Access Easement, and all agreements, easements and rights granted or reserved therefore, whether the instruments granting or reserving the same be recorded or unrecorded.

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 conveyed hereby, is $402,500.00, including any property exchanged and any financing. CHURCH/11TH AVENUE DEVELOPMENT COMPANY, LLC, whose address is 401 Church ~~Avenue~~ Street, Suite 2310, Nashville, TN 37219, is responsible for taxes.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Lori D. Overbay

Marie A. Tessier

CSX TRANSPORTATION, INC.:

By: _____

Print Name: Stephen A. Crosby
Print Title: President, CSX Real Property, Inc.

Attest Donna W. Melton (SEAL)
Secretary
Print Name: Donna W. Melton

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Regina A. Taylor-Murphy, 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 Stephen A. Crosby (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 President-CSX Real Property, Inc., signing on behalf 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 19th day of August, 2004.

My commission expires on:

Regina A Taylor-Murphy
My Commission DD185582
Expires February 19, 2007

_____ (SEAL)
Notary Public
Print Name: Regina A. Taylor-Murphy

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STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $402,500.

CHURCH / 11TH AVENUE DEVELOPMENT COMPANY, LLC

By: _____
Affiant ANTHONY D. GIARRATANA, PRESIDENT

Subscribed and sworn to before me
This 30th day of August, 2004.

Linda J. Boggess
Notary Public
My Commission Expires: 3-25-06

LINDA J. BOGGESS
NOTARY PUBLIC AT LARGE
DAVIDSON CO., TENN.

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EXHIBIT A

Description of property at: Nashville, County of Davidson, State of Tennessees
To: Church/11th Avenue Development Company
CSXT Deed File No.: 2002-5001/LDO

Being Lot 1 on the plan of Section Two, The Gulch, of record in Instrument No. 20040818-0099850, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located between Church Street and Charlotte Avenue east of Eleventh Avenue Industrial Boulevard being a portion of the property conveyed to Louisville and Nashville Railroad by deed of record in Book 3432, Page 179, R.O.D.C. and being more particularly described as follows:

BEGINNING at a concrete monument in the southerly margin of Charlotte Avenue, said monument being N 61° 45' 32" E, 434.40 feet along said margin from the northeasterly end of the return at Eleventh Avenue Industrial Boulevard;

THENCE, with said southerly margin N 61° 45' 32" E, 65.20 feet to an iron pin 100.00 feet westerly from the centerline of CSX Transportation Railroad most westerly track;

THENCE, leaving said margin of Charlotte Avenue with a line 100.00 feet west and parallel to the centerline of Railroad's most westerly tract the following calls:

S 26° 43' 00" E, 463.43 feet to an iron pin,

With a curve concave to the west having a central angle of 08° 11' 51", a radius of 855.37 feet and a chord of S 22° 37' 04" E, 122.27 feet for an arc length of 122.38 feet to an iron pin,

S 18° 31' 08" E, 71.58 feet to an iron pin,

With a curve concave to the east having a central angle of 08° 53' 45", a radius of 2,010.08 feet and a chord of S 22° 58' 02" E, 311.78 feet for an arc length of 312.09 feet to an iron pin,

S 27° 24' 53" E, 96.35 feet to an iron pin in the northerly margin of Church Street;

THENCE, with said margin, S 60° 08' 04" W, 144.99 feet to an iron pin;

THENCE, leaving said margin with the east line of Polar Refrigerated Services, Inc., of record in Book 3132, Page 557, R.O.D.C., N 34° 19' 59" W, 652.47 feet to a concrete monument;

THENCE, with the southerly line of W. W. Grainger, Inc., of record in Deed Book 8921, Page 284, R.O.D.C., as shown on the plan of The Gulch, Section One of record in Plat Book 6050, Page 520, R.O.D.C., N 57° 02' 03" E, 214.08 feet to a concrete monument;

THENCE, with the easterly line of said W. W. Grainger, Inc., N 27° 56' 37" W, 400.00 feet to the Point of Beginning.

Containing 158,203 square feet or 3.63 acres, more or less.

BEING more particularly shown on plat of survey dated August 13, 2004 prepared by Wendell H. talley, Sr., Registered Land Surveyor Number , 785, Barge, Waggoner, Sumner & Cannon, Inc., 211 Commerce Street, Suite 600, Nashville, TN 37201 incorporated herein by reference.

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:

Grantor	Grantee	Date of Instrument	Book	Page
M. H. Smith	L&N Terminal Co.	3- 25-1896	207	493
Mary Lowe	L&N Terminal Co.	10-13-1898	231	297
Vannay Turbeville & Co.	N&C Railroad Co.	8-16-1861	32	165
Trustees of Capers Chapel	N C& S L Railway	5-28-1887	104	461
City of Nashville	L&N Terminal Co.	6-28-1898	City Code: 1908	1093
John Baird	N&C Railroad Co.	7-21-1846	12	256

L&N Terminal Co.= Louisville & Nashville Terminal Company
N&C Railroad Co.= Nashville & Chattanooga Railroad Company
N C & S Railway= Nashville, Chattanooga & St. Louis Railway

The **Louisville & Nashville Terminal Company** conveyed all its property to the Louisville and Nashville Railroad Company by deed dated August 24, 1962. 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.

The corporate name of the **Nashville & Chattanooga Railroad Company** was changed to The Nashville, Chattanooga & St. Louis Railway on May 30, 1873. 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.

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.

EXHIBIT B

Description of property at: Nashville, County of Davidson, State of Tennessees
To: Church/11th Avenue Development Company
CSXT Deed File No.: 2002-5001/LDO

ACCESS EASEMENT

Being a twenty-five foot wide strip of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located on the southerly right-of-way of Charlotte Avenue between Tenth Avenue North and Eleventh Avenue Industrial Boulevard, crossing the northerly portion of Lot 1, of Section Two, The Gulch of record in Register's Office Davidson County, Tennessee, said easement is more particularly described as follows:

BEGINNING at a point in the southerly right-of-way of Charlotte Avenue, said point being N 61° 45' 32" E, 446.9 feet along said right-of-way from the northeasterly end of the return at Eleventh Avenue Industrial Boulevard, said point is further described as being N 61° 45' 32" E, 12.5 feet from a concrete monument marking the northeasterly corner of Section One, The Gulch of record in Book 6050, Page 520, Register's Office Davidson County, Tennessee;

THENCE, with said right-of-way of Charlotte Avenue, N 61° 45' 32" E, 26.3 feet to a point;

THENCE, leaving said right-of-way, S 46° 32' E, 17.5 feet to a point;

THENCE, S 68° 05' E, 31.2 feet to the right-of~way of the CSX Transportation Railroad as established by the recording of Section Two, The Gulch, shown as being one hundred feet westerly from the centerline of the most westerly track;

THENCE, along said right-of-way, S 26° 43' 00" E, 37.8 feet to a point;

THENCE, leaving said right-of-way, N 68° 05' W, 64.4 feet to a point;

THENCE, N 46° 32' W, 30.5 feet to a point in the southerly right-of-way of Charlotte Avenue, the Point of Beginning.

Containing 1,795 square feet or 0.41 acre, more or less.