This instrument prepared by
or under the direction of:

Christopher G. Commander
Outside Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

Davidson County DEEDQC
Recvd: 12/29/06 08:51 7 pgs
Fees:38.00 Taxes:740.00
20061229-0160467

RETURN TO: Mr. Rick Schwartz, Director
Tax Bills : Nashville Zoo
3777 Nolensville Road
Nashville, TN 37211

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 14th day of December, 2006, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and NASHVILLE ZOO, INC., a Tennessee not-for-profit corporation, whose mailing address is 3777 Nolensville Road, Nashville, Tennessee 37211, 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 being interested in and desiring to assist in the further development of the City of Nashville, State of Tennessee, for the benefit of the public in general and Nashville Zoo in particular, has DONATED and by these presents does REMISE, RELEASE and QUITCLAIM unto Grantee, its successors and assigns, all the estate, right, title, lien, equity, interest, claim and demand which Grantor has in and to that certain tract or parcel of land situate, lying and being at Nashville, County of Davidson, State of Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 4.46 acres, more or less.

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; 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.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as a parking lot. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a parking lot and temporary uses such as staging for charitable walks that may occur thereon from time to time, and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, or (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

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.

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 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 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 $ 200,000.00, including any property exchanged and any financing, whose address is 3777 Nolensville Road, Nashville, TN 37211 , is responsible for taxes.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

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:

Betty D. Jones

Karen P. Clarke

CSX TRANSPORTATION, INC.:

By: _____

Name: Stephen A. Crosby

Title: President - CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc.

Attest Donna W. Melton (SEAL)

Secretary

Print Name: Donna W. Melton



STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Carmen Elena Benitez , 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, to me known, and known to me 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 President-CSX Real Property, Inc., signing on behalf 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 14th day of December, 2006.

My commission expires on:

Notary Public State of Florida
Carmen Elena Benitez
My Commission DD482409
Expires 10/16/2009

_____(SEAL)
Notary Public
Print Name: Carmen Elena Benitez

S:\PIN\TN47\TN037\037-0046\TN-037-0996812\QC -CSXT - NO.doc

EXHIBIT A

Description of property at: Nashville, County of Davidson, State of Tennessee
To: Nashville Zoo, Inc.
CSXT Deed File No.: 2002-2621/BDJ

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located west of Nolensville Road being a portion of the property of Grantor, being bounded on the south by Nashville Zoo and being more particularly described as follows:

Beginning at an iron pin in the proposed southerly margin of CSX Transportation, Inc.'s operating railroad corridor, said point being 100.00 feet southerly from centerline station 153+10.78 of said railroad and being 676.20 feet, more or less, easterly along said railroad from Mile Post R-1; thence with said proposed margin, 100.00 feet south of and parallel to centerline of railroad, South 83 degrees 52 minutes 00 seconds East, 1516.74 feet to a point at Railroad Station 137+94.04 in the north line of Metropolitan Government of Nashville and Davidson County of record in Deed Book 9717, Page 291, R.O.D.C.; thence with said north line of Metropolitan Government, South 86 degrees 26 minutes 00 seconds West, 1521.24 feet to an iron pin; thence continuing with said Metropolitan Government, North 02 degrees 17 feet 00 seconds East, 256.89 feet to the Point of Beginning; Containing 194,381 square feet or 4.46 acres, more or less.

BEING more particularly shown on plat of survey dated 9/27/02 prepared by William C. Cockrill, Barge Waggoner, Sumner & Cannon, Inc., Registered Land Surveyor Number 1401, 211 Commerce Street, Suite 600, Nashville, TN 37201, incorporated herein by reference.

BEING a portion of the property acquired by Nashville Chattanooga and St. Louis Railway, a predecessor of Grantor, from Allied Chemical and Dye Corporation, by deed dated January 8, 1952, recorded among the Public Land Records of Davidson County, Tennessee, in Book 2033, Page 511.

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.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $200,000.00.

Affiant

Subscribed and sworn to before me this the 28th day of December, 2006.

Notary Public

My Commission Expires: 9/25/2010

