

This document was prepared  
by M. F. Hutchins  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

STATE OF TENNESSEE  
COUNTY OF DAVIDSON  
THE ACTUAL CONSIDERATION OR TRUE VALUE,  
WHICHEVER IS GREATER, FOR THIS TRANSFER IS  
\$ 2,500,000.00  
Affiant  
SUBSCRIBED AND SWORN TO BEFORE ME, THIS  
THE 13th DAY OF Sept 1986  
Deputy Register

RR. Prop.  
Par to be assigned - Is

THIS DEED, made this 29th day of August, 1986,  
between CSX TRANSPORTATION, INC., a Virginia corporation, hereinafter called  
"Grantor" and NASHVILLE & EASTERN RAILROAD AUTHORITY, hereinafter called  
"Grantee."

(Wherever used herein, the terms "Grantor" and  
"Grantee" shall be construed in the singular or plural  
as the context may require or admit and shall include  
the heirs, legal representatives and assigns of  
individuals and the successors and assigns of cor-  
porations.)

BOOK 6978 PAGE 401

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Two  
Million Five Hundred Thousand Dollars (\$2,500,000.00), to it in hand paid by  
Grantee as follows: One Million Five Hundred Thousand Dollars  
(\$1,500,000.00) cash in hand paid, the receipt of which is hereby  
acknowledged and for the unpaid balance, the said Grantee has executed and  
delivered its promissory note of even date herewith for One Million Dollars  
(\$1,000,000.00), payable to the order of CSX Transportation, Inc. due and  
payable on or before maturity, and to secure the payment of said note, a lien  
is hereby retained upon the property herein conveyed and provided that in the  
event the Grantee shall fail to pay any of the above-described promissory  
note as same becomes due, the Grantor, at its election, may declare the  
entire balance of the purchase price to be due and payable and the Grantor  
does hereby release, remise and forever quitclaim unto the Grantee, its  
successors and assigns, all its interest in the land and right of way of CSX  
Transportation, Inc., together with all railroad tracks and appurtenances,  
bridges, trestles, culverts, buildings and all other facilities, structures  
and improvements now existing on or upon said lands and rights of way  
situated in the Counties of Davidson, Wilson, Smith and Putnam Counties,  
Tennessee, as described in deeds of record as follows:

Book 4321, Page 325, Register's Office, Davidson County, TN  
Book 187, Page 20, Register's Office, Wilson County, TN  
Book 75, Page 5-9, Register's Office, Smith County, TN  
Book 115, Page 765, Register's Office, Putnam County, TN

Title to the foregoing property was acquired by Grantor by virtue  
of the merger on December 29, 1982 of the Louisville and Nashville Railroad  
Company into the Seaboard Coast Line Railroad Company, recorded in Book 5992,  
Page 495, RODC; Charter Book 8, Page 463, ROWC; Deed Book 101, Page 349,  
ROSC; and Warranty Deed Book 246, Page 307, ROPC, and the subsequent change  
of name on December 29, 1982, of the Seaboard Coast Line Railroad Company to  
the Seaboard System Railroad, Inc., recorded in Book 5992, Page 498, RODC;  
Charger Book 8, Page 467, ROWC; Deed Book 101, Page 352, ROSC; and Warranty  
Deed Book 246, Page 311, ROPC. Effective July 1, 1986, Seaboard System  
Railroad, Inc. became CSX Transportation, Inc. This change was effectuated  
in the State of Tennessee by the filing of an application for an amended  
certificate of authority for Seaboard System Railroad, Inc. in the Office of  
the Secretary of State of Tennessee on August 25, 1986 at 12:14 p.m.

677

FOR RELEASE OF THIS INSTRUMENT  
SEE BOOK NO. 160 PAGE 713  
DATE 4-23-02  
REGISTER

SEAL OFFICE  
ASSESSOR OF PROPERTY  
PUTNAM CO.  
MAP P. U. PAR.

05/15 TO 05/22-1986

1752

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THE ABOVE IS A SUMMARY OF THE INFORMATION RECEIVED FROM THE  
OFFICE OF THE ATTORNEY GENERAL, NEW YORK, ON THE SUBJECT OF  
THE "MARTIN LUTHER KING, JR. ASSASSINATION" CASE, AS  
RECORDED IN THE OFFICE OF THE ATTORNEY GENERAL, NEW YORK.

[illegible]

300-21-00 ABN

[illegible][illegible][illegible][illegible]

Grantor reserves the first right to reacquire the Vine Hill, Tennessee to Stone River, Tennessee line including the Old Hickory Branch for \$1,000,000.00, less mutually agreeable adjustments for wear, natural disasters, lack of maintenance or neglect, at any time during the first five years after the date of closing of this transaction, or at market price thereafter, should the Grantee cease operations, or liquidate substantially all of its assets.

In making this conveyance, however, the Grantor expressly excepts therefrom portions of the above-described property which have been sold and conveyed as follows:

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SALES IN DAVIDSON COUNTY:

Industrial Leasing Corp., by deed dated May 5, 1978  
Forrest A. Prince, Jr. by deed dated May 15, 1979  
Tennessee Dept. of Transportation by deed dated May 16, 1979  
Trevecca Nazarene College by deed dated August 15, 1983

SALES IN WILSON COUNTY:

Charles Armstrong by deed dated June 12, 1984  
Kenneth M., Jerry O. and Geneva R. Stilts by deed dated October 15, 1985

SALES IN SMITH COUNTY:

New Jersey Zinc Co. by deed dated September 27, 1973  
City of Gordonsville, TN by deed dated May 13, 1976

SALES IN PUTNAM COUNTY:

Dorset Corporation by deed dated July 17, 1979  
Harry S. Avery by deed dated May 26, 1972  
R. K. Yaden by deed dated August 15, 1983  
City of Cookeville by deed dated January 8, 1985

The foregoing conveyance is made subject to any and all existing easements which are of record or apparent upon the surface of said property.

The Grantor, for itself, its successors or assigns, reserves an easement fifteen (15) feet in width along and/or across the property hereinabove conveyed to construct, maintain, operate, use, replace, relocate, renew and remove fiber optic communication cables, lines or facilities beneath the surface of the premises, and all ancillary equipment or facilities (both underground and surface), or to attach the same to existing bridges or poles on the premises; TOGETHER with the further rights to assign the reserved easement, right and facilities, in whole or in part, and to lease, license or permit third parties to do so: PROVIDED that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the premises, or any improvements thereon by Grantee, Grantee's successors and assigns. The Grantor herein agrees for itself, its successors and assigns, that in the exercise of the use of the easement herein retained, it will not occupy the property until after having given the Grantee fourteen (14) days' notice, in writing, of its desire to occupy the said property for the construction of its fiber optic cable system. All construction of said system will be done in conformity with accepted engineering practices and in a good workmanlike manner insofar as said use of the property is concerned with as little interruption of the use of the property by the Grantee occurring as possible. Upon completing said construction, the property will be restored to the same or better condition than existed before occupancy.

TO HAVE AND TO HOLD all the estate, right, title, lien, interest and claim whatsoever of Grantor, either in law or equity, together with all and singular the appurtenances thereto belonging or in anywise appertaining, to the proper use, benefit and behoof of Grantee forever.

Filed for record at 8:30 AM on 8/23 day of Sept 1986 in Register's office for Wilson County, Tennessee By [Signature] Register

Fee 3.50  
Recording Fee 12.00  
Total 15.50  
Receipt No 56512  
MARIE L. PRICE  
REGISTER OF DEEDS  
WILSON CO. TENN.

By \_\_\_\_\_

BOOK 6978 PAGE 403

The Grantee acknowledges that the herein conveyance is made at its solicitation and was not in any way initiated by the Grantor. The Grantor does not represent or warrant to the Grantee that it owns said land or has any specific title or interest in said land, and the Grantee hereby releases the Grantor, its officers and agents, from any claim or demand resulting from this conveyance or from any failure of or defect in the Grantee's title to said land conveyed by this deed, except for any mortgage lien created by the Grantor or its corporate predecessors from which the Grantor will hold the Grantee harmless.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name, this the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.

Charles M. Compton  
Robert C. Ureore

By J. L. Kiesler  
Attest: David M. Yearwood

STATE OF FLORIDA  
COUNTY OF DUVAL  
SEP 15 10 30 AM '86



Before me, Brenda S. Kelly, a Notary Public of the State and County aforesaid, personally appeared J. L. Kiesler and David M. Yearwood, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the Assistant Vice President-Rail Transport Group and Assistant Secretary of CSX Transportation, Inc., the within named bargainor, a Virginia corporation, and that they as such Assistant Vice President-Rail Transport Group and Assistant Secretary executed the foregoing instrument for the purpose herein contained by signing the name of the corporation by the said J. L. Kiesler, as Assistant Vice President-Rail Transport Group, and attesting the same by said David M. Yearwood as Assistant Secretary.

Witness my hand and seal at office in Jacksonville, Duval County, Florida, this 29th day of August, 1986.

Brenda S. Kelly  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1989  
Bonded thru Patterson - Becht Agency

Send tax notices to:  
John Gentry, Chairman  
Nashville & Eastern Railroad Authority  
40 County Executive's OFFICE  
Putnam County Courthouse  
Cookeville, TN 38501

STATE OF TENNESSEE, SMITH COUNTY  
The foregoing instrument and certificate were noted in  
Notary Book Q, Page 188 At 8:30 O'clock A.M. 9-24-1986  
and recorded in Dec. Book 108, Series 472-474  
State Tax Paid \$ 1 Fee 1 Recording Fee 12.00 Total \$ 13.00  
Witness My hand.  
Recorded No. 20045