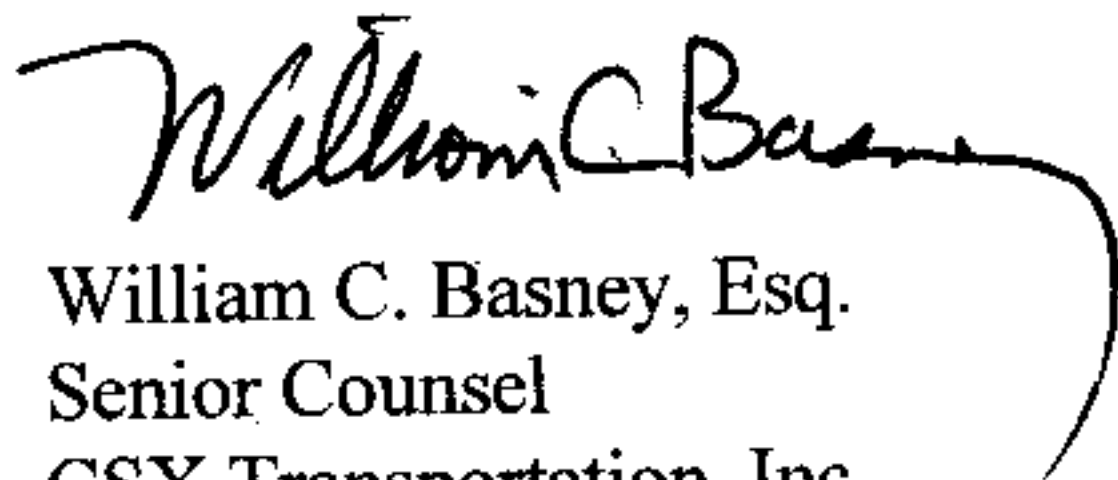


This instrument prepared by
or under the direction of:

1996-00382-BSD



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

THIS QUITCLAIM DEED, made this 23rd day of August, 1996, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and JERRY LUCAS AND JOHN P. KELLY, whose mailing address is P.O. Box 374, Chelsea, Alabama 35043, 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 THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, for their joint lives, with the remainder to the survivor of them, and said survivor's heirs, legal representatives 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 Westover, County of Shelby, State of Alabama, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 3.07 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.

As the adjacent land owner, Grantee is familiar with the current and past use(s) of the Premises and the physical and environmental condition thereof. Having such familiarity and knowledge, and having the opportunity to perform environmental inspection and testing of the Premises, Grantee accepts the Premises in "as is" condition

as of the date the Closing. Grantee expressly assumes all obligation, liability and responsibility for physical and/or environmental condition of the Premises, prior to and including the date of conveyance, and agrees to defend, protect, indemnify and hold Grantor harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses) arising out of any claim(s), present, past or future, for loss or damage to any property, including the Premises, injuries to or death of any person(s), contamination of or adverse effects upon the environment (air, ground or water), or any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, or hazardous waste in, or under the Premises. Grantee acknowledges that the provisions of this covenant are deemed to be additional consideration to Grantor and the condition of the Premises has been considered as part of the purchase price.

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 lands 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 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.

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:

CSX TRANSPORTATION, INC.:

Bonnie S. Deckard
BONNIE S. DECKARD

By: Patricia J. Aftoora
~~Exec President~~
Patricia J. Aftoora

Robert L. Whelan

Attest: Joyce L. Dolan (SEAL)
Assistant Secretary
Joyce L. Dolan

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, _____, 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, () 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: he resides in Jacksonville, Duval County, Florida; he is Vice President, 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 ^{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 23rd day of August, 1996.

My commission expires on:

Notary Public
Print Name: _____

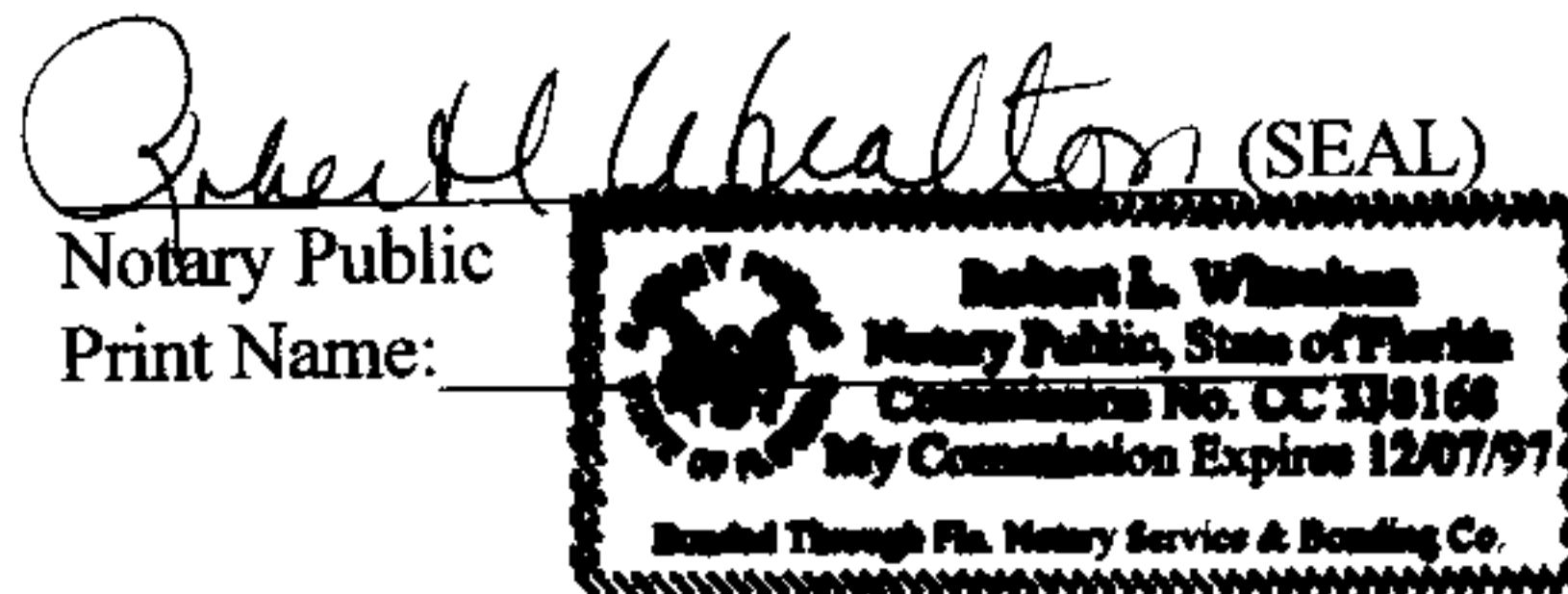


EXHIBIT A

Description of property at: Westover, Shelby County, Alabama

To: Jerry Lucas and John P. Kelly

CSXT Deed File No.: 1996-00382-BSD/jls

Commence at the S.W. Corner of the N.W. 1/4 of the S.W. 1/4 of Section 27 and go North 89 Degrees 05 Minutes 51 Seconds East along the South Boundary of said 1/4-1/4 Section for 556.75 feet to a point perpendicular to and 75.00 feet from the center line of the CSX Railway Main Line Track, being the Point of Beginning; thence continue North 89 Degrees 05 Minutes 51 Seconds East for 86.56 feet to a point on a curve to the left (150.00 feet from the center line of the CSX Railway Main Line Track) having a Central Angle of 32 Degrees 01 Minutes 29 Seconds and a Radius of 1582.70 feet and subtended by a chord bearing North 46 Degrees 04 Minutes 35 Seconds West for 873.16 feet; thence North 46 Degrees 04 Minutes 35 Seconds West along the chord of said curve for 873.16 feet to the West Boundary of the N.W. 1/4 of the S.W. 1/4 of said Section 27; thence North 01 Degrees 19 Minutes 54 Seconds East along the West Boundary of the N.W. 1/4 of the S.W. 1/4 of said Section 27 and the East Boundary of the N.E. 1/4 of the S.E. 1/4 of said Section 28 for 151.69 feet to a point on a curve to the left (287.00 feet from the center line of the CSX Railway Main Line Track) having a Central Angle of 08 Degrees 49 Minutes 45 Seconds and a Radius of 1719.70 feet and subtended by a chord bearing North 68 Degrees 45 Minutes 55 Seconds West for 264.74 feet; thence North 68 Degrees 45 Minutes 55 Seconds West along the chord of said curve for 264.74 feet; thence South 16 Degrees 49 Minutes 14 Seconds West radial to said curve for 137.00 feet to a point on a curve (150.00 feet from the center line of the CSX Railway Main Line Track) to the left having a Central Angle of 04 Degrees 46 Minutes 08 Seconds and a Radius of 1582.70 feet and subtended by a chord bearing North 75 Degrees 33 Minutes 52 Seconds West for 131.69 feet; thence North 75 Degrees 33 Minutes 52 Seconds West along the chord of said curve for 131.69 feet to the East Boundary of Shelby County Highway No. 55; thence South 08 Degrees 50 Minutes 43 Seconds West along the West Boundary of said Highway No. 55 for 75.12 feet to a point (75.00 feet from the center line of the CSX Railway Main Line Track) on a curve to the right having a Central Angle of 46 Degrees 07 Minutes 19 Seconds and a Radius of 1507.70 feet and subtended by a chord bearing South 54 Degrees 43 Minutes 42 Seconds East for 1181.16 feet; thence South 54 Degrees 43 Minutes 42 Seconds East along the chord of said curve for 1181.16 feet to the Point of Beginning, containing 3.07 Acres or 133,729 square feet, more or less.

BEING more particularly shown on plat of survey dated June 28, 1996, prepared by James A. Riggins, Registered Land Surveyor Number 9428, James A. Riggins, 22556 Rosser Lane, McCalla, Alabama 35111, incorporated herein by reference.

BEING a portion of the property acquired by Atlanta, Birmingham & Atlantic Railway Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Shelby County, West Virginia:

<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
H.E. Archer, et ux	10/16/1909	42	473
L. C. Moore	10/18/ 1906	36	484

On December 31, 1936, the properties of the Atlanta, Birmingham & Atlantic Railway Company were conveyed to the Atlanta, Birmingham and Coast Railroad Company, whose properties were subsequently conveyed to the Atlantic Coast Line Railroad Company by deed dated December 26, 1945. On July 1, 1967 the Atlantic Coast Line Railroad Company merged with the Seaboard Air Line Railroad Company to form the Seaboard Coast Line Railroad Company. 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.

Inst # 1996-29128

09/04/1996-29128
03:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NCD 21.50