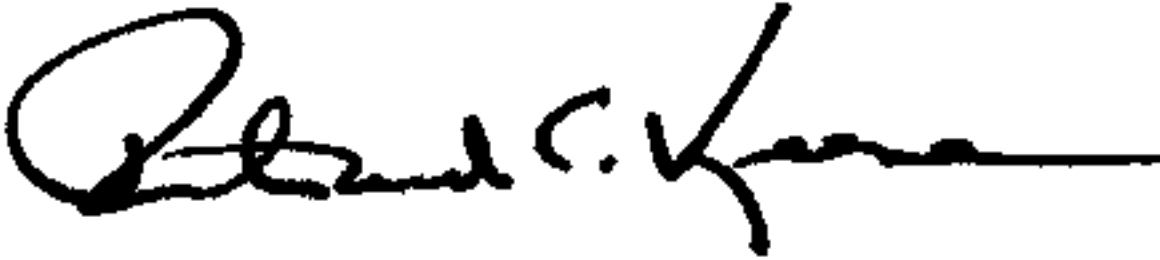


1996-00296-KPC

This instrument prepared by
or under the direction of:



Richard C. Keene
Senior Counsel for Grantor
Law Department
500 Water Street
Jacksonville, Florida 32202

THIS QUITCLAIM DEED, made this 13th day of September 1996, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and DALE DEWAYNE NEW and ESTHER KATE NEW, Husband and Wife, whose mailing address is 7125 Highway 49, Columbiana, Alabama 35051, 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 TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, husband and wife, as Tenants by the Entirety, 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 Chelsea, County of Shelby, State of Alabama, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 2.20 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, (other than Excepted or Reserved herein), 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. 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 further covenants and agrees with Grantor that:

(a) 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 assuming all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

(b) Grantee 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.:

Appd. to
Legal Form

Karen P. Carter
Karen P. Carter

By: John L. Coleman
ASSISTANT VICE PRESIDENT
JOHN L. COLEMAN

Robert L. Whealton
Robert L. Whealton

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

STATE OF FLORIDA)
COUNTY OF DUVAL) SS.

I, Robert L. Whealton, 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, (✓) 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 ASSISTANT 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 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 13th day of September, 1996.

My commission expires on:

Robert L. Whealton (SEAL)
Notary Public
Print Name: _____

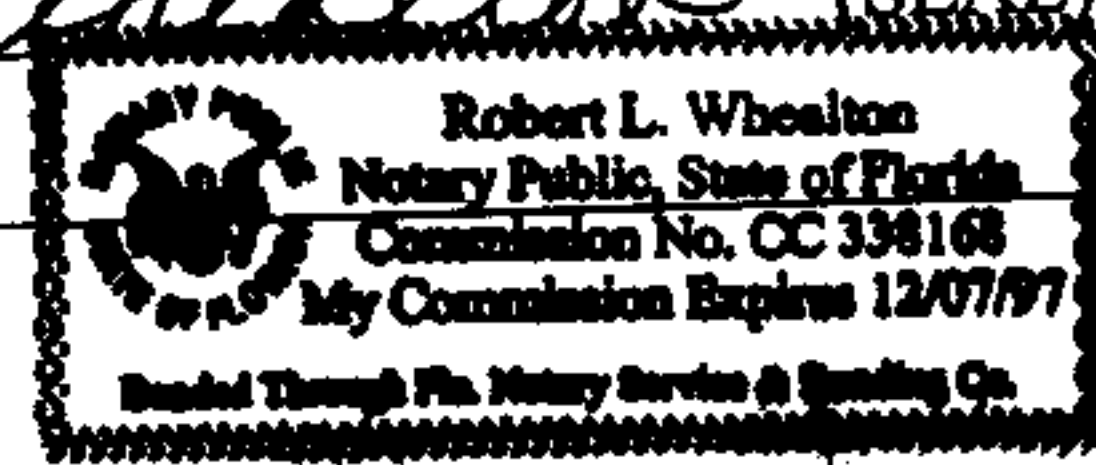


EXHIBIT A

Description of property at: Chelsea, Shelby County, Alabama
To: Dale DeWayne New and Esther Kate New
CSXT Deed File No.: 1996-00296-KPC/jls

Inst # 1996-30552

09/16/1996-30552
03:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.50
004-MCD

Commencing at the Northeast Corner of Section 34 Township 19 South Range 1 West Shelby County, Alabama: thence South 88 degrees 06 minutes 50 seconds West along the North Boundary line of said Section 34 for a distance of 777.10 feet: thence South 1 degree 53 minutes 10 seconds East, a distance of 646.93 feet to the centerline of the CSX RAILROAD at the West end of a bridge over Yellow Leaf Creek at railroad station 13362+21.9: thence South 79 degrees 44 minutes 03 seconds West along said centerline of said CSX railroad for a distance of 359.10 feet: thence South 10 degrees 15 minutes 57 seconds East, a distance of 150.00 feet for the POINT OF BEGINNING: thence South 79 degrees 44 minutes 03 seconds West and at 150 feet South and parallel with said CSX Railroad for a distance of 664.97 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 1582.68 feet and a central angle of 22 degrees 29 minutes 06 seconds: thence West along said curve, a distance of 621.00 feet to a point which is 150 feet South of CSX Railroad: thence North 00 degrees 53 minutes 47 seconds West, a distance of 77.11 feet to a point which is 75 feet South of the CSX Railroad and the point of curvature of a tangent curve, concave to the North, having a radius of 1507.69 feet, a central angle of 23 degrees 09 minutes 00 seconds, and a chord of 605.04 feet bearing South 88 degrees 41 minutes 27 seconds East: thence East along said curve, a distance of 609.06 feet to a point which is 75 feet South of the CSX Railroad: thence North 79 degrees 44 minutes 03 seconds East, a distance of 664.97 feet to a point which is 75 feet South of the CSX Railroad: thence South 10 degrees 15 minutes 57 seconds East, a distance of 75.00 feet to the POINT OF BEGINNING: said described tract containing 2.20 acres, more or less.

BEING a portion of the property acquired by Atlanta, Birmingham and Atlantic Railroad Company, a predecessor of Grantor, from C. W. Chesser, et ux, by deed dated March 30, 1910, recorded among the Public Land Records of Shelby County, Alabama, in Book 44, Page 56.

Under a degree of foreclosure and sale, the Atlanta, Birmingham & Atlantic Railroad Company was acquired by a group of purchasers, which subsequently conveyed the properties to the Atlanta, Birmingham & Atlantic Railway Company. 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.