WARRANTY DEED To be assigned KS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

ADDRESS NEW OWNER SEND TAX BILLS TO:

BOOK 5315 PAGE 241

Charles S. Norton Same
1609 Murfreesboro Rd
Nashville, Tn.

THIS INDENTURE, made this 11th day of July, 1978, between TEXACO INC., a Delaware corporation with an office in DeKalb County, Georgia, Grantor, and CHARLES S. NORTON, a resident of the State of Tennessee, with address at 1609 Murfreesboro Road, Nashville, Tennessee 37217, Grantee,

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of ONE HUNDRED THIRTY EIGHT THOUSAND AND NO/100 DOLLARS ($138,000.00) to it in hand paid by said Grantee, the receipt of which is hereby acknowledged, hereby sells and conveys unto the said Grantee, his heirs, administrators, executors and assigns forever, that certain property situated in the County of Davidson, State of Tennessee, and more particularly described as follows:

(a) A tract of land in the First, formerly the Second, Civil District of Davidson County, Tennessee, being more fully described according to a survey of Ragan-Smith & Associates, Inc. dated June 7, 1978 as follows: Beginning at an existing concrete highway marker on the southerly margin of Murfreesboro Pike, U. S. 70S, U. S. 41-State Route 1, that is S 66° 30' E, a distance of 80.92 feet from the centerline of Ezell Pike, thence; with the margin of Murfreesboro Road, S 66° 30' E, a distance of 147.00 feet to a concrete monument set, thence; S 23° 30' W, a distance of 175.00 feet to a concrete monument set, thence N 66° 30' W, a distance of 112.75 feet to a concrete monument set on the easterly margin of Ezell Pike, thence; with the margin of Ezell Pike, N 2° 57' W, a distance of 135.00 feet to a concrete monument set, thence; N 49° 03' E, a distance of 60.00 feet to the point of beginning and containing 25,920 square feet or 0.595 acres, more or less.

Being the same property conveyed to Texaco Inc., a Delaware corporation, by deed recorded in Book 5306, page 758, Register's Office for Davidson County, Tennessee.

This Instrument Prepared By:
S. J. Yeoman, Attorney
Texaco Inc., P. O. Box 4582
Atlanta, Georgia 30302

The actual consideration for value, whichever is greater, is $138,000.00 for this conveyance.

Sworn to & subscribed before me, a notary, this 21 day of July, 1978. My commission expires March 4, 1980

Notary Public

(b) The following presently located uponsaid land:

1 (One) 550 Gallon Underground Storage Tank
4 (Four) 4000 Gallon Underground Storage Tanks
Related Piping
2 (Two) Submerged Pumps
2 (Two) Auto Lift Pistons
1 (One) Module Sign Superstructure (no sign included)

This conveyance is subject to and without any warranty against all easements, rights of way, governmental zoning ordinances or regulations, restrictions and restrictive covenants, if any, affecting or encumbering the above-described land.

It is expressly understood that GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRESENT CONDITION OR STATE OF REPAIR OR MERCHANTABILITY OF THE STORAGE TANKS, PIPING, PUMPS AND OTHER EQUIPMENT AND IMPROVEMENTS SITUATED ON THE ABOVE-DESCRIBED LAND AND CONVEYED HEREBY NOR THEIR SUITABILITY FOR GRANTEE'S INTENDED USE OR FOR ANY USE WHATSOEVER, and Grantee has caused said equipment and improvements to be inspected and accepts same, AS IS, in their present condition, whatever that condition may be, and with reference to the storage tanks, Grantor makes no representations or warranties, express or implied, that said storage tanks have been rendered free from any explosive or inflammable contents or as to the suitability of said storage tanks for use as storage for volatile petroleum products or other types of fluids. By acceptance of this conveyance, Grantee agrees to assume all risks involved in connection with said storage tanks, piping, pumps and other equipment and improvements, and Grantee further agrees to indemnify and hold Grantor harmless of and from any and all claims or causes of action arising or growing out of the present or future condition of said storage tanks, piping, pumps and other equipment and improvements, or any use made

thereof, whether for injury or death to person or damage or destruction of property.

As a part of the consideration for this conveyance, Grantee covenants and agrees that for a period of ten (10) years from the date of this deed, the premises conveyed herein shall not be used for the sale or advertising of any motor vehicle fuel or the storage thereof for sale or wholesale distribution, or the displaying of the trademark or symbol of any motor vehicle fuel, or suppliers or manufacturers thereof, it being understood that this covenant shall be a covenant running with the land and shall be binding upon Grantee, his heirs, administrators, executors and assigns.

Taxes for the year 1978 shall be prorated to the date of closing.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, his heirs, administrators, executors and assigns forever, and except as stated herein, the said Grantor does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs, administrators, executors and assigns, against itself and its successors and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED the day and year first above written.

R. E. WRIGHT

TEXACO INC.

By: R E Wright
Vice President

ATTEST: RUTH M. GUIN
Ruth M. Guin
Assistant Secretary

(SEAL)

STATE OF TEXAS

BOOK 5315 PAGE 244

COUNTY OF HARRIS

Before me, Francine B. Hughes, a Notary Public in and for the State and County aforesaid personally appeared R. E. Knight, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of Texaco Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Houston, Texas this 11th day of July, 1978.

Francine B. Hughes (SEAL)
NOTARY PUBLIC FRANCINE B. HUGHES

My Commission Expires:

10-31-78

E 78535 *

IDENTIF. REFERENCE

JUL 24 2 50 PM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

JUL 24 78	CONV	90,000.00			
JUL 24 78	CONV	48,000.00			
JUL 24 78	S'TAX		B*	358.80	
JUL 24 78	PR'FEE		B*	.50	
JUL 24 78	W'DEED		B*	10.00	* 369.30

BOOK 5315 PAGE 245

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF
TEXACO INC.
DECEMBER 9, 1977

RESOLVED, that subject to the approval of the Chairman of the Board, that, the Vice Chairman of the Board, the President of the Company, all of the Executive Vice Presidents, Senior Vice Presidents and the Vice Presidents of the Company are hereby severally authorized from time to time to approve the terms and conditions of the sale, exchange, donation, or other transfer of any real property or other fixed (capital) assets of the Company having a sale value not in excess of $200,000 and a non-depreciated gross cost not in excess of $500,000, and the Vice Chairman of the Board, the President, all of the Executive Vice Presidents, Senior Vice Presidents and Vice Presidents of the Company are hereby severally authorized to sign, and the Secretary and the Assistant Secretaries are hereby severally authorized to attest and affix the Company's seal to, such deeds, bills of sale, and other instruments, and to do such other acts, as may be necessary or proper to carry out the purpose of this resolution; and the delivery of any such deed, bill of sale, or other instrument so signed, attested and sealed shall be conclusive evidence that the transaction has the approval of the Chairman of the Board of the Company and has been executed within the authority of this resolution.

A true copy, I certify.

Assistant Secretary