108-1-56

Name and address of new owner
Jack Ham
108 Steeplechase Lane
Nashville, Tn 37221
Send tax bills to same

WARRANTY DEED

STATE OF TENNESSEE BOOK 5341 PAGE 593

COUNTY OF DAVIDSON

THIS INDENTURE, made this 8th day of September, 1978, between TEXACO INC., a Delaware corporation with an office in DeKalb County, Georgia, Grantor, and JACK HAM and KATHRYN ROSS HAM, his wife, residents of the State of Tennessee, Grantees,

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS ($105,000.00) to it in hand paid by said Grantees, the receipt of which is hereby acknowledged, hereby sells and conveys unto the said Grantees, their 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) Being in the 3rd, formerly 2nd, Civil District of Davidson County, Tennessee, described according to a copy of a survey made April 6, 1961, by William C. Love, Registered Engineer, as follows:

BEGINNING at an iron pin in the east margin of Donelson Pike, 40 feet east of the centerline of the same, being the southwest corner of this tract; thence along the margin of said Donelson Pike, along a curve having a radius of 3477.75 feet, north, a distance of 147 feet to an iron pin at the beginning of a curve into New Elm Hill Pike; thence around a curve, northeasterly 140.81 feet to an iron pin in the south margin of said New Elm Hill Pike; thence with the margin of the same, North 75° 58' West 109.9 feet to an iron pin at the northeast corner of this tract; thence leaving said New Elm Hill Pike, South 15° 43' West 212.5 feet to an iron pin; thence North 87° 22' West 144 feet to the point of beginning.

Being the same property in quitclaim deed to Texaco Inc. recorded in Book 5328, page 961, Register's Office, Davidson County, Tennessee.

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

Less and Except, however, such portions, if any, of the above described property as are within current street right of way.

(b) The following presently located upon said land:

4 (Four) 4,000 Gallon Underground Storage Tanks
1 (One) 1,000 Gallon Underground Storage Tank
1 (One) 550 Gallon Underground Storage Tank
Related Piping
3 (Three) Submerged Pumps
1 (One) Rotary Lift

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, LIFT, PUMPS AND OTHER EQUIPMENT AND IMPROVEMENTS SITUATED ON THE ABOVE DESCRIBED LAND AND CONVEYED HEREBY NOR THEIR SUITABILITY FOR GRANTEES' INTENDED USE OR FOR ANY USE WHATSOEVER, and Grantees have 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, Grantees agree to assume all risks involved in connection with said storage tanks, piping, lift, pumps and other equipment and improvements, and Grantees further agree 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 tanks, piping, lift, pumps and other equipment and improvements, or any use made thereof, whether for injury or death to persons or damage or destruction of property.

As a part of the consideration for this conveyance, Grantees covenant and agree 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 Grantees, their heirs, administrators, executors and assigns.

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantees, their heirs, administrators, executors and assigns forever, and except as stated herein, the said Grantor, does hereby bind itself and its succesors, to warrant and forever defend all and singular the said premises unto the said Grantees. their 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.

TEXACO INC.

Witness

By: R. E. WRIGHT
Vice President

Witness

Attest: (SEAL)
Assistant Secretary

STATE OF TEXAS

COUNTY OF HARRIS

Before me, Francine B. Hughes, a Notary Public in and for the State and County aforesaid personally appeared R. E. Haight, 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 8th day of September, 1978.

Francine B. Hughes
NOTARY PUBLIC

My Commission Expires:

10-31-78

E 90316

IDENTIF. REFERENCE

SEP 22 3 52 PM '78

FELIX A. NELSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $105,000.00.

Affiant

Subscribed and sworn to before me, this the 22nd day of September, 1978.

Notary Public

My commission expires: July 31, 1982

SEP 22 '78	CONV		90,000.00		
SEP 22 '78	CONV	- 4	-15,000.00		
SEP 22 '78	S'TAX			B* 273.00	
SEP 22 '78	PH'FEE			B* .50	
SEP 22 '78	W'DEED			B* 10.00	* 283.50

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