Prepared by:
Phillips & Landau
Atlanta Ga.

DEED

105-10-350

STATE OF TENNESSEE X

COUNTY OF DAVIDSON X

BOOK 5540 PAGE 493

THIS INDENTURE made this 28th day of November, 1979, by TEXACO INC. (formerly known as The Texas Company), a Delaware corporation, hereinafter called the Grantor, to DISNEY TIRE AND RUBBER CO., INC., a Kentucky corporation, whose business address is 721 East Jefferson, Louisville, Kentucky, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in the City of Nashville, Davidson County, Tennessee, to-wit:

(a) PARCEL ONE:

A certain tract of land in the 29th Councilmanic District of the Metropolitan Government of Nashville and Davidson County, Tennessee, being a part of Lot No. 11, in the division of the Estate of Joseph W. Horton, deceased, of record in Book 161, page 143, Register's Office for said county. Said land surveyed and herein described by Ed F. Wheeler, Registered Land Surveyor, 4764 Cascade Drive, Old Hickory, Tennessee 37138, November 8, 1979, as follows:

Being the majority of a tract conveyed to The Texas Company, a corporation, now known as Texaco Inc., by deed from Warren Brothers Company, as recorded in Book 777, page 145, in Register's Office for said county.

BEGINNING at an iron pin on the South Right of Way of Wedgewood Avenue and in the Easterly Right of Way line of the L&N Railroad, said point being the Northwest corner of the herein described tract;

THENCE along the South Right of Way of Wedgewood Avenue Eastwardly South 83° 46' 52" East a distance of 157.75 feet to an iron pin;

THENCE along the relocated South margin of Wedgewood Avenue (Right of Way) Eastwardly (following the curve), a distance of 165.8 feet (said curve of Wedgewood Avenue having a centerline radius of 497.90 feet as recorded in Book 4294, page 810, Register's Office for

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 120,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF Dec. 19 79
Deputy Register

Berger & Ind Bldg
Disney Tire & Rubber Co. Inc
721 E. Jefferson Ave. Louisville Ky.

said county, said relocation of Wedgewood Avenue is described according to a survey made by Barge, Waggoner and Sumner, Inc., Engineers, for said Government, known as project 67-R-38, Wedgewood Avenue) to an iron pin, further described as the Northeast corner of the herein described tract and the Northwest corner of the William L. Austin property;

THENCE South 5° 37' 21" West a distance of 290.97 feet along the property line between said tract and William L. Austin property to an iron post; further described as the Southeast corner of herein described tract;

THENCE along the property line of this tract Parcel 1 North 83° 55' 11" West a distance of 237.50 feet to an iron pin being the Southwest corner of herein described tract and lying in the Easterly Right of Way of L&N Railroad;

THENCE North 8° 47' 47" West a distance of 331.11 feet along the West property line of this tract and East Right of Way of L&N Railroad to the POINT OF BEGINNING, containing 2.01 acres, more or less.

PARCEL TWO:

A certain parcel of land in the 29th Councilmanic District of the Metropolitan Government of Nashville and Davidson County, Tennessee, being approximately one-half of an alley (with a width of 25 feet) closed by Bill No. 72-316 and passed by the Metropolitan Council of Nashville and Davidson County, Tennessee, September 19, 1972. Said parcel acquired by Texaco Inc., being the adjacent property owner (as recorded in Book 777, page 145, in Register's Office for said county) on the North side of the aforementioned alley. Said land herein described by Ed F. Wheeler, Registered Land Surveyor, 4764 Cascade Drive, Old Hickory, Tennessee 37138, November 8, 1979, as follows:

BEGINNING at a point lying on the Southern boundary of the Texaco property (adjacent to the North side of the alley) and also lying 9.00 feet Westerly of the Southeast corner of adjacent tract of land, further described as the Northeast corner of the herein described tract;

THENCE South 5° 37' 21" West a distance of 12.50 feet to a point;

THENCE along the centerline of said alley and M. Realty property line North 83° 55' 11" West a distance of 225.18 feet to a point being the Southwest corner of the herein described tract and lying in the Easterly Right of Way of L&N Railroad;

THENCE North 8° 47' 47" West a distance of 12.93 feet along the West property line of this tract and the East Right of Way of L&N Railroad to an iron pin, further described as the Northwest corner of the herein described tract;

THENCE South 83° 55' 11" East along the common bound of Parcel 1 and Parcel 2 a distance of 228.5 feet to a POINT OF BEGINNING, containing 0.07 acres, more or less.

(b) The following located upon said land:

One 550 gallon underground storage tank;
Piping.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is made subject to and with no warranty against any and all easements, rights of way, restrictions, and restrictive covenants, if any, affecting or encumbering the above-described premises.

As a part of the consideration for this conveyance, Grantee covenants and agrees that for a period of ten (10) years from the date hereof, the premises conveyed herein shall not be used for the sale, advertising or storing of any petroleum products for resale or wholesale distribution or the displaying of the trademark or symbol of any petroleum products, supplies or manufacturers, it being understood that this covenant shall be a covenant running with the land and shall be binding upon Grantee and Grantee's successors and assigns.

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 TANK AND PIPING SITUATED ON THE ABOVE-DESCRIBED LAND AND CONVEYED HEREBY, OR ITS SUITABILITY FOR GRANTEE'S INTENDED USE OR FOR ANY USE WHATSOEVER, and Grantee has inspected said storage tank and piping and accepts same, AS IS, in their present condition, whatever that condition may be and with reference to such storage tank it is further understood that Grantor makes no representations or warranties, express or implied, that said storage tank has been rendered free from any explosive or inflammable contents or as to the suitability of said storage tank for use as storage for volatile petroleum products or other types of fluids. By the acceptance of this conveyance, and as a part of the consideration therefor, Grantee agrees to assume all risks

involved in connection with said storage tank and piping and agrees to 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 tank and piping, or any use made thereof, whether for injury or death to persons or damage or destruction of property or otherwise.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of Parcel One in fee simple; that the Grantor has good right and lawful authority to sell and convey Parcel One and will defend the same against the lawful claims of all persons whatsoever.

As to Parcel Two, Grantor makes no warranties of any kind whatsoever.

Ad valorem taxes for the year shall be prorated as of the date of closing.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Witnesses:

Blanche D. Fraser

Alice H. Blount
ALICE H. BLOUNT

TEXACO INC.

J. M. SEAMANS

By J. M. Seamans
Vice President

RUTH M. GWIN

ATTEST: Ruth M. Gwin (SEAL)
Assistant Secretary

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, Doreen E. Vickers, Notary Public in and for the State and County aforesaid, personally appeared J. M. Seamans, 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 purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS MY HAND AND SEAL, at office in Harris County, Texas, this 26 day of November, 1979.

Doreen E. Vickers
Notary Public
Harris County, Texas

DOREEN E. VICKERS

My Commission Expires:
5-13-81.

F669937 12/06 532.50- CHECK
IDENTIF. REFERENCE
DEC 6 1 07 AM '79
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.
221

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5540 PAGE 497

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			200000.00	CO
			520.00	CO TX
			.50	PRFEE
			12.00	TDEED
	VD		12.00-	TDEED
			12.00	WDEED
			CHECK	532.50-
D221A12/06/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 66937

IDENTIF. REFERENCE

DEC 6 11 07 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 729971