062183

Map 93-7 Parcel 28 To

41 - Tennessee - SWD - TERM
County Davidson
Cities No. 41-037-37213
Nashville Terminal

SPECIAL WARRANTY DEED

BOOK 6092 PAGE 338

KNOW ALL MEN BY THESE PRESENTS, that Cities Service Company, a Delaware corporation (successor to Cities Service Oil Company, a Delaware corporation, by virtue of a Certificate of Ownership and Merger filed in the office of the Secretary of State of the State of Delaware on December 20, 1978, effective December 29, 1978, the said Cities Service Oil Company being successor to Arkansas Fuel Oil Corporation, a Delaware corporation, by virtue of a Certificate of Agreement of Merger filed in the office of the Secretary of State of the State of Delaware on January 6, 1961), P. O. Box 300, Tulsa, Oklahoma, 74102 (herein called "Grantor"), for and in consideration of the sum of One Dollar, to Grantor in hand paid by CITGO Petroleum Corporation, a Delaware corporation (formerly Cities Service RMT Corporation), P. O. Box 3758, Tulsa, Oklahoma 74102 (herein called "Grantee"), the receipt whereof Grantor does hereby acknowledge, and as a contribution to the capital of Grantee, a wholly-owned subsidiary of Grantor, has granted, bargained, assigned, sold and conveyed, and by these presents does hereby grant, bargain, assign, sell and convey unto the said Grantee, its successors and assigns, the following:

(1) the real property situated in the County of Davidson and the State of Tennessee, as described in Exhibit A hereto, and the address of which is 720 South Second Street, Nashville, Tn.

(2) all buildings, structures, fixtures, improvements, pipes, storage tanks and other tanks, docks, wharves, equipment, machinery and appurtenances attached to the real property described in Exhibit A, save and except improvements, if any, constructed pursuant to easements and rights of way of record in the above county and state (provided this exception shall not apply with respect to any right, title or interest, if any, of Grantor in and to such improvements),

(numbered items (1) and (2) are herein called the "Property")

(3) the easements, rights-of-way, rights, benefits, and, to the extent assignable, the permits, licenses, contracts, agreements, leases, authorizations, servitudes and other arrangements described in Exhibit B, and

(4) all right, title and interest, if any, of Grantor in and to (a) all streets, easements, rights-of-way, strips, gores and land adjacent or contiguous to the Property, (b) all tangible personal property located on the

---

Address New Owner:

CITGO Petroleum Corporation
P.O. Box 3758
Tulsa, Oklahoma 74102
Attn: Michael D. Petty

Send Tax Bills:

Same

Property at the Effective Time, (c) to the extent assignable, all permits, licenses, contracts, agreements, debts, authorizations, servitudes and other arrangements and interests therein relating to the Property, and (d) the instruments, if any, described in Exhibit C

(numbered items (3) and (4) are herein called the "Additional Interests").

The Property and the Additional Interests, if any, are conveyed subject to (a) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years, (b) all ordinances or statutes relating to the Property or the Additional Interests, if any, (c) any condition that an accurate survey of the premises might show, (d) any easements, rights-of-way, covenants, restrictions, conditions, mineral interests, reservations and encumbrances, if any, of record in the above county and state, or, in the case of security interests to be perfected by filing in the Uniform Commercial Code records of the above state, in the place of filing mandated by the Uniform Commerical Code of such state, including (but not limited to) those matters described in Exhibit B or C hereto, and (e) rights of parties in possession pursuant to agreements with Grantor, which agreements can be terminated by Grantor, or its successors in interest, on no more than 30 days notice without payment of a consideration or penalty for the exercise of such right of termination, all as of the Effective Time and to the extent the same are valid, enforceable and affect the Property or the Additional Interests, if any.

With respect to any personal property or interests in personal property conveyed hereby, Grantor EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

TO HAVE AND TO HOLD the Property and the Additional Interests, if any, to Grantee, its successors and assigns, forever.

Subject only to the matters expressly set forth above, Grantor hereby binds itself and its successors to warrant and defend all and singular the Property to Grantee, its successors and assigns, forever, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Grantor, but not otherwise, but with full subrogation and substitution in and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors.

From and after the Effective Time, Grantee, for itself, its successors and assigns, accepts and assumes all terms, conditions, restrictions, liabilities, obligations and duties relating to the Additional Interests, if any, assigned or conveyed herein.

Reference is made to the exhibits which are attached hereto and made a part hereof for all purposes.

In witness whereof, the duly authorized officers of Grantor and Grantee have executed, sealed and delivered this instrument on this 25th day of June, 1983, effective as of March 18, 1983 at 7:00 p.m., CST (herein called the "Effective Time").

WITNESS:

Name: John C. Carter

Name: Albert R. Gonzales

CITIES SERVICE COMPANY

By
Robert D. Dillsaver
Senior Vice President

ATTEST:

Lewis J. Haines
Assistant Secretary

CITIES SERVICE COMPANY INCORPORATED 1910 DELAWARE

WITNESS:

Name: John C. Carter

Name: Albert R. Gonzales

CITGO PETROLEUM CORPORATION

By
J. D. Harlan, Jr.
Senior Vice President

ATTEST:

Linda Frick, Secretary

CITGO PETROLEUM CORPORATION INCORPORATED 1983 DELAWARE

Prepared By:

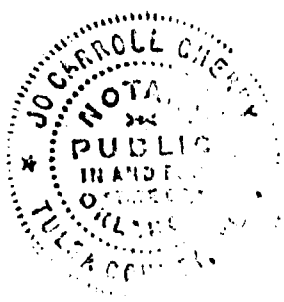
Michael D. Petty
P.O. Box 3758
Tulsa, Oklahoma 74102

(Tennessee)

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

On this the 25th day of June, 1983, before me, a notary public within and for Tulsa County, Oklahoma appeared ROBERT D. DILLSAVER and LEWIS J. HAINES, to me personally known, who, being by me duly sworn, did say that they are, respectively, the Senior Vice President and Assistant Secretary of CITIES SERVICE COMPANY, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them in behalf of said corporation, in their respective capacities, by authority of its Board of Directors, and the said ROBERT D. DILLSAVER and LEWIS J. HAINES acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the day and year first above set forth.



Jo Carroll Cheney
Notary Public in and for
Tulsa County, Oklahoma

My term of office expires on:

10-29-84

(Tennessee)

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

On this the 25th day of June, 1983, before me, a notary public within and for Tulsa County, Oklahoma appeared J. D. HARLAN, JR. and LINDA FRICK, to me personally known, who, being by me duly sworn, did say that they are, respectively, the Senior Vice President and Secretary of CITGO PETROLEUM CORPORATION, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them in behalf of said corporation, in their respective capacities, by authority of its Board of Directors, and the said J. D. HARLAN, JR. and LINDA FRICK acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the day and year first above set forth.



Jo Carroll Cheney
Notary Public in and for
Tulsa County, Oklahoma

My term of office expires on:

10-29-84

Attachments:

Exhibit A:	Description of Property
Exhibit B:	Description of Certain Easements, Rights, etc.
Exhibit C:	Description of Certain Encumbrances, if any
Exhibit D:	Affidavit of Value

Map 93-7
Par 28 Is

EXHIBIT "A"

The following described lands in Davidson County, Tennessee:

FIRST TRACT: That certain tract or parcel of land described in Deed dated May 14, 1948, from Humphrey Hardison and wife Elizabeth E. Hardison to Arkansas Fuel Oil Company, recorded in Book 1585, Page 579, Register's Office for Davidson County, Tennessee, as follows:

> Block "P" on the plan of Woods' Subdivision of the Blood Estate in East Nashville, as of record in Book No. 161, Page 82, Register's Office for Davidson County, Tennessee, described according to a survey made in October, 1938, by W. B. Southgate, Surveyor, as follows:
>
> Beginning at a concrete marker in the southerly margin of the right-of-way of the Louisville & Nashville Railroad Spur Track, the Northeast corner of said Block; and running thence South 45° West, with the line of said Block, passing a concrete marker at 518 feet, in all 650 feet to low water mark of Cumberland River, the Southeast corner of said Block; thence Northwesterly with Cumberland River at low water mark, 245 feet to the Southeast corner of Block "O" on said plan; thence North 35° 30' East, with the line between said Blocks "O" and "P", passing a concrete marker at 145 feet, in all 475 feet to a concrete marker on the Southerly margin of said Railroad right-of-way; and thence with the Southerly margin of said right-of-way, Easterly 258 feet and South 84° 30' East 156 feet to the beginning, containing 3.75 acres, more or less.

SAVE AND EXCEPT that certain tract of land described in Deed dated August 24, 1966, from Cities Service Oil Company to Colonial Pipeline Company, recorded in Book 4056, Page 375, Register's Office for Davidson County, Tennessee, as follows:

> Being part of a tract of land conveyed from Elizabeth E. Hardison and Humphrey Hardison to Arkansas Fuel Oil Company by deed dated May 14, 1948, said parcel being in Block "P" on the plan of Wood's Subdivision of the Blood Estate as of record in Book No. 162, Page 82, Register's office for Davidson County, Tennessee, containing 3.75 acres, more or less, and more particularly described as follows:
>
> Beginning at a point on the common line between Block "O" and Block "P", said point being N. 35° 30' E., 148.5 feet from the north bank of the Cumberland River; THENCE S. 59° 20' E., 177.30 feet to a point; THENCE S. 27° 05' W., 66.82' to a point; THENCE N. 61° 20' W., 187.75 feet to a point; THENCE N. 35° 30' E., 73.50 feet to the point of beginning, containing 0.29 acre, more or less.

SECOND TRACT: That certain tract or parcel of land described in Deed dated December 4, 1950, from C. W. Amis and wife Orlean G. Amis to Arkansas Fuel Oil Company recorded in Book 1913, Page 184, Register's Office for Davidson County, Tennessee, as follows:

> Being part of lot No. 1 on the plan of D. B. Cooper's Addition to East Nashville, as of record in book 57, page 154, Register's Office for said County, described as follows:
>
> Beginning at an iron pin standing south 46° west 75 feet from a concrete marker in the south line of the right-of-way of the Louisville & Nashville Railroad at the northeast corner of Block "P" on the plan of Wood's Subdivision of the Blood Estate, of record in book 161, page 82, Register's Office for said County; running thence along the fence, south 46° west, passing a concrete marker at 441 feet, continuing same course, in all 541 feet to a low water mark of Cumberland River; thence up said River at low water mark 270 feet to a stake; thence north 30° east 60 feet to an iron pin; thence north 60° west 100 feet to an iron pin; thence north 27° east, passing about 25 feet west of the brick building, 429 feet to the beginning.

SAVE AND EXCEPT from FIRST TRACT and SECOND TRACT hereinabove described the perpetual right and easement to flood 0.29 of an acre of said lands as described in Warranty Deed of Flowage Easement dated November 2, 1953, from Arkansas Fuel Oil Corporation to the United States of America, recorded in Book 2203, Page 509, Register's Office for Davidson County, Tennessee, as follows:

> A tract of land situated on the right descending bank of the Cumberland River, in the 17th Ward of the City of Nashville, Davidson County, Tennessee, and bounded substantially as follows:
>
> Beginning at a point where the 392.6 foot contour line crosses the dividing line between the lands now or formerly of Shelby Corporation of Tennessee and the lands of the subject owner, said point being South 32° 21' West 455 feet, more or less, from the most northwesterly corner of the lands of the subject owner; thence, leaving said corporation line, severing the lands of the subject owner, and following the 392.6 foot contour line as it meanders generally South 63° 02' East 460 feet, and South 79° 25' East 65 feet to a point in the line of the lands now or formerly of C. W. and Orlean G. Amis; thence, leaving said contour line and along said Amis line, South 30° 00' West 20 feet to a point in the ordinary high water line of the Cumberland River; thence, northwesterly and downstream, following the meanderings of said water line, a distance of 515 feet, more or less, to a point in the line of the lands of said Corporation; thence, leaving said water line and along said Corporation line North 32° 21' East 20 feet to the point of beginning, containing twenty-nine hundredths (0.29) of an acre, more or less.

EXHIBIT "B"

BOOK 6092 PAGE 345

(1) Agreement dated August 20, 1956, between Arkansas Fuel Oil Corporation and Steiner-Liff Iron & Metal Company recorded in Book 2593, Page 247, Register's Office for Davidson County, Tennessee.

(2) Access easement reserved by Cities Service Oil Company in deed to Colonial Pipeline Company dated August 24, 1966, recorded in Book 4056, Page 375, Register's Office for Davidson County, Tennessee.

EXHIBIT "C"

BOOK 6092 PAGE 346

The land described in Exhibit A is subject to the following:

(1) Agreement dated August 20, 1956, between Arkansas Fuel Oil Corporation and Steiner-Liff Iron & Metal Company recorded in Book 2593, Page 247, Register's Office for Davidson County, Tennessee, granting right-of-way.

(2) Warranty Deed of Flowage Easement dated November 2, 1953, from Arkansas Fuel Oil Corporation to the United States of America, recorded in Book 2203, Page 509, Register's Office for Davidson County, Tennessee.

(3) Right-of-Way Agreement dated August 24, 1966, from Cities Service Oil Company to Colonial Pipeline Company, recorded in Book 4056, Page 379, Register's Office for Davidson County, Tennessee.

(4) Supplemental Right-of-Way Agreement dated August 29, 1968, from Cities Service Oil Company to Colonial Pipeline Company, recorded in Book 4266, Page 935, Register's Office for Davidson County, Tennessee.

(5) Right-of-Way Agreement dated December 11, 1975, from Cities Service Oil Company to Colonial Pipeline Company, recorded in Book 4979, Page 517, Register's Office for Davidson County, Tennessee.

(6) Sewer easement granted by Court Clerk's deed to The Nashville Housing Authority dated September 16, 1971, recorded in Book 4538, Page 125, Register's Office for Davidson County, Tennessee.

Exhibit D

CITIES NO. 41-037-002

CERTIFICATE OF
CONSIDERATION AND VALUE

BOOK 6092 PAGE 347

I hereby certify that the total consideration paid for the property transferred by the deed to which this certificate is attached is, to the best of my knowledge and belief, One Dollar ($1.00) and as a contribution to capital by Grantor to Grantee.

I further certify that the fair market value of the real estate described in the deed attached hereto is $217,500, as calculated by applying the locally claimed ratio of assessment to the last valuation of the real estate for tax assessment purposes.

Given this 25th day of June, 1983.

CITIES SERVICE COMPANY

By _____
Robert D. Dillsaver, Senior
Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 217,500.00

_____
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 11th DAY OF July 1983.

_____
Deputy Register

CITIES SERVICE COMPANY

***

ARTICLE IV

BOOK 6092 PAGE 348

Corporate Officers

5. GENERAL POWERS. Except as otherwise provided by law, the Chairman of the Board, the President, each Executive Vice President, Senior Vice President, corporate Vice President, the Secretary and the Treasurer shall have power to sign contracts, instruments of conveyance, authorized bonds and debentures, checks, drafts, notes, orders for the payment of money and similar obligations and other instruments for and on behalf of the Corporation.

CERTIFICATION

I, LEWIS J. HAINES, Assistant Secretary of CITIES SERVICE COMPANY, a Delaware corporation, do hereby certify that the above and foregoing is a true and correct copy of Paragraph 5 of Article IV of the By-Laws of said corporation. I further certify that Robert D. Dillsaver was on the 25th day of June, 1983 and is now and has been continuously since such date, a duly elected and acting Senior Vice President of said corporation.

Dated this 25th day of June, 1983.

Lewis J. Haines
LEWIS J. HAINES
Assistant Secretary

H 5.9 4 5. 4
IDENTIF. REFERENCE
JUL 11 3 04 PM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____ BOOK 6032 PAGE 349

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
			217500.00- CO	
			565.50 CO TX	
			.50 PRFEE	
			33.00 MORTG	
			CHECK 599.00-	
0749A07/11/83			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5945.4

IDENTIF. REFERENCE

Jul 11 3 04 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 962521