BOOK 6641 PAGE 684

Map 86-1
Par 48 Is

SPECIAL WARRANTY DEED

TEXACO REFINING AND MARKETING INC., a Delaware corporation, authorized to do and doing business in the State of Tennessee, herein represented by its undersigned Vice-President, duly authorized by resolution of its Board of Directors, a certified copy of which is annexed hereto, and whose mailing address is 1111 Rusk Ave., Houston, Texas 77002, herein called "Grantor", for a good and valuable consideration, does by these presents grant, bargain, convey, sell, transfer, assign, set over, abandon and deliver with warranty of title limited to claims of persons claiming by, through or under Grantor and not otherwise, but will full substitution and subrogation in and to all rights and actions of warranty which said Grantor has or may have against all preceding owners, unto MORRIS N. HARPER, a person of the full age of majority and a resident of the County of Harris, State of Texas, and whose mailing address is 606 Durley Drive, Houston, Texas 77079, herein called "Grantee" (whether one or more), the following described property in Davidson County, Tennessee; to-wit:

Land in Metropolitan Nashville-Davidson County, Tennessee; being the southeasterly part of a tract marked "Tract C for Future Development" and shown on the plan of Section I Stones River Estates, of record in Book 2900, page 139, Register's Office for said County, and more particularly described in a survey by Howard George and Associates, Project No. 8527, dated June 1, 1985, as follows:

Beginning at a railroad spike set opposite a turn into Hickory Hill Lane 15 feet North of the North right-of-way of Lebanon Road; thence S 51°32'50" W, 175.00 feet to a railroad spike set; thence N 37°45'10" W, 149.50 feet to a railroad spike set; thence N 51°24'50" E, 200.17 feet to an iron pin found on the East right-of-way of Hickory Hill Lane; thence along said right-of-way S 37°44'00" E, 124.90 feet to an iron pipe found; thence along a curve to the right 39.73 feet (Delta=91°03'20"; radius=25.00 feet; chord-S 6°54'30" W, 35.68 feet) to the beginning; containing 0.68 acres, more or less.

Together with the fully right to use a 15 foot strip of ground lying between the above described property and the North right-of-way of Lebanon Road; said right of user shall be the right of ingress and egress to and from Lebanon Road to the above described property and shall continue to exist as an easement and right of user until such times as said strip is conveyed to proper authorities for the widening of Lebanon Road.

Being the same property conveyed to Texaco Inc., a Delaware corporation, by deed from Leased Stations, Inc., a Delaware corporation, of record in Book

5669, page 357, Register's Office for Davidson County, Tennessee.

LESS AND EXCEPT: Grantor expressly saves, reserves and excepts from this conveyance and reserves unto itself, its successors and assigns, all of the oil, gas and other minerals (including, but not limited to, helium, lignite, sulphur and other liquid, solid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar,in, on and under the hereinabove described land; but Grantor, its successors and assigns, shall have no right to use any part of the surface of the property for the purpose of exploring for, mining, drilling for, producing, storing or removing the oil, gas or other such minerals located in, on or under the property, and any oil and gas drilling operations shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in the hereinabove described land.

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

I am [employed by] the Grantee herein named. The actual consideration for the property transferred hereunder is $140,000.00.

Affiant

SUBSCRIBED AND SWORN TO before me on this the 26th day of August, 1985.

Notary Public

[SEAL]
My commission expires:

ROBERT M. ZWIERACH
Notary Public, State of Texas
My Commission Expires June 30, 1987

New Owner 1
Tax matters to:

Morris N. Harper
606 Durley Drive
Houston, Texas 77079

TO HAVE AND TO HOLD, the aforesaid land, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining to Grantee, its successors, heirs, assigns and representatives forever.

This sale is made and accepted for and in consideration of the price and sum of ONE HUNDRED FORTY THOUSAND AND NO/100 ($140,000.00) Dollars, which the said Grantee has well and truly paid in ready and current money to the said Grantor, who hereby acknowledges the receipt thereof and grants full acquittance therefor.

This conveyance is subject to:

1. Encroachments, protrusions, servitudes, easements, rights-of-way, leases and agreements of every nature and kind of record which may affect said lands or properties or any of them, and other matters that would be revealed by a current on the ground survey and inspection of the property.

2. Recorded leases, easements, rights-of-way, covenants, conditions and restrictions.

3. The lien for ad valorem taxes for 1985, and any liens for special assessments which are not yet due and payable.

Grantee has carefully inspected the above described land, and the underground tanks, piping and other equipment and improvements located on the said land being purchased by it, and, certifies that it is familiar with the present condition and state of repair of said above described land and underground tanks, piping and other equipment and improvements located on said land. Grantee further certifies that said above described land and underground tanks, piping, facilities and other equipment and improvements located on the above described land and being purchased by it, WILL BE ACCEPTED, AS IS, IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITHOUT ANY GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THEIR QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR GRANTEE'S INTENDED USE OR FOR ANY USE WHATSOEVER and that the said above described land and underground tanks, facilities, improvements, piping and other equipment located thereon are accepted with no representations or warranties, express or implied, that said above described land and underground tanks, piping and other equipment and improvements located on said land and properties have been rendered free from any explosive or inflammable contents or as to the suitability of said above described land and underground tanks for use as storage for volatile petroleum products or other types of fluids.

Without limiting the generality of the foregoing, but in furtherance of same, 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 underground tanks, facilities, piping 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. It is further understood that Grantor makes no representations or warranties, express or implied, that said underground tanks have been rendered free from any explosive or inflammable contents or as to the suitability of said underground tanks for use as storage for volatile petroleum products or other types of liquids.

Grantee agrees, as part of the consideration for the conveyance of the above described land, to assume all risks involved in connection with said underground tanks, piping, facilities, appurtenances and other equipment and improvements located on the above described land and being purchased by it, and the condition of the above described land, and further agrees to hold Grantor harmless of and from any and all claims, demands, expenses (including, not by way of limitation, attorney's fees and court costs), or causes of action arising or growing out of, or incidental to the present or future condition or state of repair of the above described land and the underground tanks, facilities, piping, appurtenances and other equipment and improvements presently located on said above described land and being purchased by Grantee, or any use made thereof, or in connection with this conveyance, or performance of the conditions imposed hereunder, or howsoever occurring (including, but not limited to, whether such is attributable to the sole or contributory negligence of Grantor) whether for injury or death to persons or damage or destruction of property, or for environmental damage.

It is further understood and agreed by the parties hereto that:

(a) Grantee is responsible for obtaining, at Grantee's expense, any survey, abstracts, title examination and title insurance. Grantor, at its expense, will furnish the deed. Grantor is not required to furnish any affidavit, bond or other assurance or evidence of title to Grantee or Grantee's attorney or title insuror; and

(b) Each party represents that it has done nothing which would obligate either party to pay a broker's or finder's fee on this transaction, and each party shall hold the other party harmless from any claim or liability for any such fee.

It is further understood and agreed by the parties hereto that the aforementioned provisions and conditions of this conveyance shall be covenants running with the land and shall be binding upon Grantee and Grantee's executors, administrators, legal representatives, heirs, successors and assigns.

All state and city taxes up to and including the taxes due and exigible in 1984 are paid. Taxes for 1985 have been prorated between Grantor and Grantee as of the effective date hereof. Further, Grantee shall be fully responsible and liable for the payment of any and all real estate transfer, conveyance or other deed taxes that may be levied against this conveyance and land covered hereby, as well as for all fees for tax certificates and recording fees.

The production of mortgage, conveyance and other certificates is waived and dispensed with by the parties.

By its execution hereof Grantee expressly agrees to all of the terms, conditions and provisions set out above.

Executed this 23rd day of August, 1985, in duplicate originals, after a reading of the whole, in the presence of the undersigned competent witnesses.

WITNESSES:

Betty Marshall

C. E. Shelton

[SEAL]

Linda Lewis

Janet Duffield

TEXACO REFINING AND MARKETING INC.,
GRANTOR

By _____
SENIOR Vice President

Attest:

_____
Assistant Secretary

_____
MORRIS N. HARPER

This Instrument Prepared by:
Daniel P. Hurley, Esq.
P. O. Box 60252
New Orleans, LA 70160

STATE OF TEXAS *
* ACKNOWLEDGMENT
COUNTY OF HARRIS *

BEFORE ME, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared R R Richardson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a Senior Vice President of Texaco Refining and Marketing Inc., the within Grantee, a corporation, and that he as such Senior Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Senior Vice President.

WITNESS MY HAND and SEAL, at office in Harris County, Texas, this 16th day of August, 1985.

Robert M Zwiebach
NOTARY PUBLIC

My Commission Expires:

ROBERT M. ZWIEBACH
Notary Public, State of Texas
My Commission Expires June 30, 1988

STATE OF TEXAS *
* ACKNOWLEDGMENT
COUNTY OF HARRIS *

Personally appeared before me the undersigned authority, a Notary in and for said County and State, MORRIS N. HARPER, the within named bargainor, with whom I am personally acquainted or made known to me upon the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office in Harris County, Texas, this 26th day of August, 1985.

Kathy G. Williams
NOTARY PUBLIC

My Commission Expires:

KATHY G. WILLIAMS
Notary Public State of Texas
My Commission Expires 8-30-88

32090

IDENTIFICATION REFERENCE

AUG 28 10 42 AM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

LE/11

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF TEXACO REFINING AND MARKETING INC. FEBRUARY 22, 1985

RESOLVE, that the President is 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 $1,000,000, and is authorized to delegate so much of such authority to other Officers and employes of the Company as he deems appropriate for operational efficiency; and

RESOLVE, FURTHER, that the President, the Executive Vice Presidents, the Senior Vice Presidents, the Vice Presidents, the General Manager-Corporate Real Estate, and the Regional Manager-Refining and Supply and Distribution (Western Region) 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

RESOLVE, FURTHER, 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 President of the Company and has been executed within the authority of this resolution.

A true copy, I certify.

Pauline S. Cowart
Assistant Secretary

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6641 PAGE 691

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

140000.00- CAPIT.
364.00 CSTAX
.50 PRFE
21.00 UDEED
CHECK 385.50-
1691A08/28/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

32090

IDENTIFICATION REFERENCE

AUG 28 10 42 AM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 167554