THIS INDENTURE, made and entered into this 23rd day of January, 1992, between **CHEVRON U.S.A. INC.**, a Pennsylvania corporation (successor to Chevron Oil Company, a California corporation, by mergers and name changes), as Grantor, and **HARRIS & EZELL EQUIPMENT COMPANY**, a Tennessee general partnership, whose mailing address is 5100 Linbar Drive, Nashville, Tennessee 37211, as Grantee:

**WITNESSETH:** BOOK 8535 PAGE 182

THAT for the consideration hereinafter expressed, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee, the real estate situated in Davidson County, State of Tennessee, also known as Facility No. 41440, more particularly described in Schedule A, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereto belonging unto Grantee, its successors and assigns, in fee simple forever, subject, however, to the lien of all taxes and assessments due and payable in the current year.

AND Grantor does hereby covenant that it is lawfully seized in fee of the premises hereby conveyed; that it has good right to sell and convey the same; that the same is unencumbered except as to taxes for the current year and except as to all easements, reservations, exceptions and restrictions of record, zoning and building regulations applicable to said property, any state of facts that might be shown by an accurate survey and any roads or ways over and across said property and those matters set forth in Schedule A; and that the title and quiet possession thereto, subject to the foregoing, it will warrant and defend against the lawful claims of all persons.

All taxes for the current year have been prorated as of date of delivery of this deed.

The consideration for this conveyance is One Hundred Ninety Thousand Nine Hundred and Eight Dollars ($190,908.00) cash, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, CHEVRON U.S.A. INC. has executed this instrument by its Assistant Secretary who was duly authorized so to do this 23rd day of January, 1992.

**CHEVRON U.S.A. INC.**

**By:** Harry P. Davis, Jr.

**Harry P. Davis, Jr.**
**Assistant Secretary**

7913 6.

IDENTIFICATION REFERENCE

JAN 24 3 02 PM '92

DAVIDSON COUNTY, TN.

**STATE OF GEORGIA**
**COUNTY OF COBB**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Harry P. Davis, Jr.**, whose name as Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23rd day of January, 1992.

Lori E. Whatley

**Notary Public**

LORI E. WHATLEY NOTARY PUBLIC COBB CO., GA

My Commission Expires November 6, 1992

This instrument prepared by:
**THOMAS P. GRACE**
Attorney at Law
P. O. Box 1706
Atlanta, Georgia 30301

## SCHEDULE A

That certain parcel of land in the Third Civil District of the County of Davidson, State of Tennessee, described according to survey of R. L. Spears & Co., dated December 3, 1991, as follows:

> Beginning at an iron rod on the Northeasterly right-of-way of McGavock Pike, said point also being the Easterly right-of-way of Pennington Bend Road; thence leaving the right-of-way of McGavock Pike with the right-of-way of Pennington Bend Road, being a curve to the left, having a radius of 598.69 feet, and in a general Northerly direction 147.45 feet to an iron rod; thence leaving said right-of-way, South 86 degrees 00' 00" East, 48.28 feet to an iron rod; thence South 10 degrees 36' 22" East, 319.07 feet to an iron rod on the Northeasterly right-of-way of McGavock Pike; thence with said right-of-way, being a curve to the left, having a radius of 985.37 feet, and in a general Northwesterly direction 238.57 feet to the point of beginning.

BOOK 8535 PAGE 183

Being the same property (although differently described) conveyed to Chevron Oil Company, a California corporation, from J. Fount Swain and wife, Melvy Swain, by deed dated July 14, 1971, recorded in Deed Book 4519, Page 862, Register's Office of Davidson County, Tennessee.

TOGETHER WITH those rights set forth in Deed of Easement, dated July 14, 1971, recorded in Deed Book 4519, Page 866, Register's Office of Davidson County, Tennessee, to the extent still applicable and not terminated by its own terms and conditions.

SUBJECT TO all terms, conditions and rights set forth in that certain Agreement For Dedication of Easement For Sanitary Sewers and/or Storm Drainage, dated January 31, 1991, from Chevron U.S.A. Inc. to Metropolitan Government of Nashville and Davidson County, Tennessee.

| ADDRESS NEW OWNER AS FOLLOWS: | SEND TAX BILLS: | MAP/PARCEL NOS: |
|---|---|---|
| Harris & Ezell Equipment Company<br>5100 Linbar Drive<br>Nashville, Tennessee 37211 | Same | 62-61<br>3DZ43255 |

722.33

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $190,908.00.

James C. Dale III
AFFIANT

Subscribed and sworn to before me this 24th day of January, 1992.

Diana L. Ri...
NOTARY PUBLIC
My Commission Expires: 6-19-92

NOTARY PUBLIC ... DAVIDSON COUNTY

**AFFIDAVIT**

**STATE OF GEORGIA**

**COUNTY OF COBB**

I, **HARRY P. DAVIS, JR.**, being duly sworn, depose and say:

(1) I am an Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation.



(2) Effective December 31, 1976, Chevron Oil Company, a California corporation, merged into itself, Chevron U.S.A. Inc., it wholly owned subsidiary, and simultaneously changed its name to Chevron U.S.A. Inc., a California corporation.

(3) Effective July 1, 1985, Chevron U.S.A. Inc., a California corporation, was merged into Gulf Oil Corporation, a Pennsylvania corporation, and simultaneously therewith, Gulf Oil Corporation, a Pennsylvania corporation, changed its name to Chevron U.S.A. Inc., a Pennsylvania corporation. A certificate of merger and name change pertaining to the July 1, 1985 transaction was filed with the State of Tennessee on February 11, 1986.

(4) The attached Corporate Resolution dated January 28, 1991 were adopted by the surviving corporation in connection with the foregoing merger pursuant to resolution dated June 26, 1985, a true copy of which is attached hereto.

Harry P. Davis Jr.

**Harry P. Davis, Jr.**
**Assistant Secretary**

CHEVRON U.S.A. INC. INCORPORATED AUG. 9, 1922 PENNSYLVANIA

**(SEAL)**

**Subscribed and sworn to this** 23rd **day of** January, **1992 before me.**

Lori E. Whatley

**Notary Public**

LORI E. WHATLEY NOTARY PUBLIC COBB CO., GA

My Commission Expires November 9, 1992

## CERTIFICATE OF CORPORATE RESOLUTION

## CHEVRON U.S.A. INC.

**RESOLVED**: That the President, a Senior Vice President, any Vice President, the Treasurer, the Secretary, an Assistant Secretary, or an Assistant Treasurer be and each of them is hereby empowered in such capacity to execute for and on behalf of this Company (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Company, except no authority is conferred by this resolution for execution of any of the following:

BOOK 8535 PAGE 185

(1) Leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Company where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00) or the acreage exceeds 1,280 acres;

(2) Deeds or conveyances to others covering fee lands of this Company, other than rights of way and similar easements, where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00);

(3) Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;

(4) Documents or agreements establishing bank accounts in the name of this Company, or withdrawing of funds or closing of any bank accounts of this Company, and be it further

**RESOLVED**: That each party empowered by this resolution is authorized to affix the seal of this Company to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

**RESOLVED**: That the President, a Senior Vice President, any Vice President, the Secretary or the two Assistant Secretaries in the San Francisco Secretary's Department who report to the Secretary of this Company, be and each of them is hereby empowered on behalf of this Company to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this Company for a term not to exceed one (1) year with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them.

I, **HARRY P. DAVIS, JR.**, Assistant Secretary of **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions unanimously adopted at a meeting of the Board of Directors of said Company in San Francisco, California, on January 28, 1991, and that said resolutions are in full force and unrevoked.

**WITNESS** my hand and seal of said Company this 23rd day of January, 1992.

Harry P. Davis Jr.

**Harry P. Davis, Jr.**
**Assistant Secretary**

**(SEAL)**



RESOLVED: That, upon the happening of the merger (the "Merger") of Chevron U.S.A. Inc., a California corporation (the "Merged Corporation"), with and into this Company (the "Surviving Corporation"), all resolutions heretofore adopted and not rescinded or superseded by the Board of Directors or a committee thereof of the Merged Corporation are adopted in their entirety by the Surviving Corporation, with such amendments, if any, thereto, as may be necessary for the sole purpose of having such resolutions comply with applicable laws and with the Restated Articles of Incorporation and By-Laws of the Surviving Corporation; and be it further

RESOLVED: That any resolution heretofore adopted by the Board of Directors of the Surviving Corporation or any committee thereof and having current or prospective application shall, upon the happening of the Merger, be deemed to be amended, superseded or rescinded to the extent necessary to eliminate any contradiction, discrepancy or inconsistency between such resolution and any resolution of the Merged Corporation adopted by the Surviving Corporation pursuant to the immediately preceding resolution; and be it further

RESOLVED: That, upon the happening of the Merger, any division of the Merged Corporation which shall have been established by the Merged Corporation and be subsisting immediately prior to the Merger shall continue as a division of the Surviving Corporation, but any division of the Surviving Corporation in existence prior to the Merger (with the exception of Warren Petroleum Company) shall, upon the happening of the Merger, cease to exist and be terminated as a division of the Surviving Corporation; and be it further

BOOK 8535 PAGE 186

RESOLVED: That, upon the happening of the Merger, the Surviving Corporation may continue to do business in the name of any of such terminated divisions and any executory contract or other agreement which shall have been entered into by any such terminated division and requiring future performance by such division or any officer, employee or agent thereof may continue to be performed by such division or person in the name of such division and in the capacity of such person as existed immediately prior to the Merger; and be it further

RESOLVED: That, upon the happening of the Merger, and except as may be contemplated by the immediately preceding resolution, no officer, agent or employee of any such terminated division may take any action in any such capacity; and be it further

RESOLVED: That upon the happening of the Merger all powers of attorney heretofore granted by the Merged Corporation shall continue as valid powers of attorney deemed to have been issued by the Surviving Corporation; and be it further

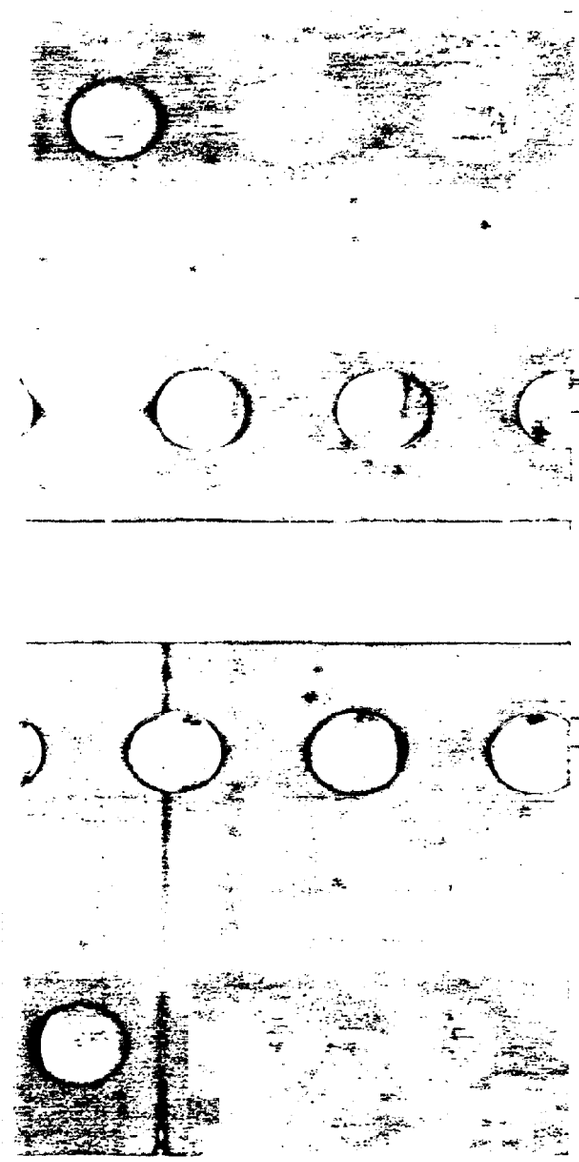
RESOLVED: That upon the happening of the Merger any power of attorney granted by the Surviving Corporation or any division or agency thereof prior to the Merger shall cease to be a valid power of attorney to act on behalf of the Surviving Corporation or any division or agency thereof, except that any power of attorney heretofore granted in the name of or relating to Warren Petroleum Company shall not be affected by this resolution, and except that this resolution shall not affect any authority in existence prior to the Merger with respect to any bank account of whatsoever kind or nature maintained in the name of the Surviving Corporation or any division or agency thereof.

I, G. B. SECOR, Assistant Secretary of CHEVRON U.S.A. INC. (formerly known as Gulf Oil Corporation), a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions unanimously adopted at a meeting of the Board of Directors of said corporation held on June 26, 1985, and that said resolutions are in full force and unrevoked.

WITNESS my hand and the seal of said corporation this 10th day of July, 1985.

Assistant Secretary

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



RECEIVED OF _____

FOR _____

BOOK 8535 PAGE 187

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

CAMT 190908.00
CON TX 706.33
PRFEE 1.00
MISC 15.00
TOTAL 722.33
CHECK 722.33

01/24/92 01 15:02 0001 9716

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.9.1.3.6.

IDENTIFICATION REFERENCE

JAN 24 3 02 PM '92

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

**No.** 496090