Box 36

0382034

IDENTIF. REFERENCE

97 DEC 18 PM 3:35

BOOK 10728 PG 73

THIS DOCUMENT PREPARED BY:
R. Reed King, Esq.
BP Exploration & Oil Inc.
200 Public Square
Cleveland, Ohio 44114-2375

MAIL RECORDED DOCUMENT TO:
Craig C. Mitchell
First American Title
Insurance Company
114 E. Fifth Street
Santa Ana, California 92701

Map/Parcel 41-08-51.00

Name and Address of Property Owner and Person Responsible for Payment of Taxes: First B Realty, L.P., 6400 Imperial Drive, Waco, Texas 76714-8216.

(DIVENV)
(SSH)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **BP EXPLORATION & OIL INC.**, an Ohio corporation, with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375 ("Grantor"), for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction from **FIRST B REALTY, L.P.**, a Texas limited partnership, whose tax mailing address is 6400 Imperial Drive, Waco, Texas 76714-8216 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee and its heirs, devisees, representatives, successors and assigns that certain real property more fully described in Exhibit "A" attached hereto and made a part hereof, together with Grantor's right, title and interest in and to all buildings, structures and other improvements located thereon, excluding any advertising, trade names, trade marks, trade dress, service marks, signs, sign poles, slogans, identifications, copyrights or copyrighted materials of Grantor located thereon ("Property").

1. **WARRANTY**. TO HAVE AND TO HOLD unto Grantee, and the heirs, devisees, representatives, successors and assigns of Grantee, as the case may be, forever subject, however, to: (a) taxes and assessments, both general and special, not now due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; (d) any state of facts that an accurate survey or independent inspection of the Property by Grantee or its agents would disclose; and (e) the restrictions, covenants and representations set forth herein.

Grantor warrants and will defend its title to the Property against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor or Service Station Holdings Inc., and none other, except as noted herein.

2. **USE RESTRICTION**. This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restriction and covenant that the Property shall not be used in whole or in part, directly or indirectly for a period of twenty-five (25) years from the date this Deed is recorded, for automobile service station, convenience store, car wash, automobile repair purposes, or for the sale, offering for sale, storage or distribution of any gasoline, motor vehicle fuels, lubricants, tires, batteries, automotive parts and accessories, other petroleum products or convenience store items. Such restriction and covenant of Grantee shall run with the Property solely for the benefit and protection of any adjoining property of Grantor and/or other property of Grantor used and operated by Grantor or its representatives for such purposes within a distance of five (5) miles from the Property, whether owned or leased by Grantor or its representatives during said twenty-five (25) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Property solely for the use or consumption by Grantee or other occupants of the Property.

3. **ENVIRONMENTAL CONSIDERATIONS**.

a. **Prior Use**. Grantee acknowledges that the Property may have been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons ("Petroleum Products"). Grantee represents and warrants that it is familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS" CONDITION, EXCEPT AS PROVIDED IN SUBSECTION B BELOW.

b. **Hydrocarbons**. For purposes hereof, the term "Hydrocarbons" shall be defined as those petroleum hydrocarbons existing on or migrating from the Property as of the Effective Date, as hereinafter defined, which Grantor and/or its employees, licensees or agents may have caused to be spilled, leaked or otherwise discharged onto, into or from the Property prior to the Effective Date. Grantor has reserved unto itself the right to enter the Property and to conduct certain testing, investigations and/or remediation ("Remediation") of the Hydrocarbons in accordance with the terms of that certain Remediation Agreement between Grantor and Grantee dated _____ ("Contract"). While Grantor exercises its right of access, Grantee

shall not be permitted to develop or change the use of the Property unless and until Grantor has approved Grantee's plans, specifications and cost estimates for same, all as more fully set forth in the Contract. Finally, Grantor's right of access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee of the Property or Grantee's interests therein, although Grantor shall not have any obligations to such transferee unless and until Grantee has complied with certain conditions specified in the Contract.

c. **Other Contamination**. Grantee acknowledges that flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including but not limited to those materials and substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Laws, as hereinafter defined ("Hazardous Materials"), other than Hydrocarbons, may exist on the Property as of the Effective Date ("Other Contamination"). Grantee hereby waives and releases Grantor, its parents, subsidiaries and affiliates, and their respective directors, officers, employees, contractors, agents, representatives, successors and assigns (the "Released Entities") from all liability for the Other Contamination, including any Remediation thereof, Grantee hereby acknowledging that the Released Entities are not responsible for the Remediation of the Other Contamination and agreeing to seek recourse, if at all, against the parties who caused the same.

d. **Grantor's Access**. If after the Effective Date, any governmental agency, body, instrumentality, department or representative ("Government") requires that Grantor undertake or pursue the Remediation of the Other Contamination, then Grantor shall have the right and authority, but not the obligation, with reasonable advance notice, to enter the Property and to conduct the Remediation of the Other Contamination, all without trespass. Grantor's entry on the Property and activities thereon shall not be deemed an admission of liability for such Other Contamination. While on the Property, Grantor shall have the right to install, maintain, operate, store, use and remove equipment, including but not limited to monitoring wells, recovery wells and other assessment or Remediation equipment, to remove, remediate, store and test soils and groundwater therefrom and thereon and to otherwise take all actions required to comply with the Laws. Grantor shall exercise its right of entry onto the Property in a manner which does not unreasonably interfere with Grantee's use of the Property. Grantor shall provide Grantee, within thirty (30) days of its written request, copies of all correspondence between Grantor and the Government regarding Grantor's activities on the Property. Grantee shall not unreasonably interfere with Grantor's right of entry, or actions taken pursuant thereto, and shall reasonably cooperate with Grantor in obtaining any permits, consents or approvals necessary for Grantor's actions taken with respect to the Property, provided that Grantee shall not be

required hereby to incur any unreimbursed out-of-pocket expense, or additional liability, in connection with such cooperation.

e. **Future Contamination**. Grantee acknowledges that Hazardous Materials may come to exist on the Property after the Effective Date ("Future Contamination"). Grantee hereby agrees to assume, and hereby waives, releases, and agrees to indemnify, defend and hold harmless the Released Entities from and against any and all claims, demands, damages, costs and expenses, including attorneys' fees, court costs, awards, settlements, judgments, penalties, fines, liens or causes of action, at law or in equity, including without limitation actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and any other applicable environmental laws, statutes, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to Future Contamination and/or the Remediation thereof. Notwithstanding the foregoing, each Grantee (the original Grantee, its heirs, devisees, representatives, successors and assigns) shall indemnify the Released Entities only for Future Contamination which occurs or exists on the Property during that Grantee's period of ownership, and which was not caused by any Released Entity. The Released Entity shall promptly notify the then current owner of the Property in writing of any Loss hereunder which requires a defense of the Released Entity. Promptly upon the Released Entity's receipt of written notice that the then current owner of the Property has assumed the handling and defense of such Loss (whether by itself or with another responsible Grantee), and for so long as such Loss is being diligently and effectively handled and defended, the Released Entity shall turn over handling and defense of such Loss.

4. **EXPOSURE RESTRICTION**. Grantee acknowledges that on or after the Effective Date, Grantor may be performing Remediation of the Hydrocarbons, applying corrective action standards (including without limitation risk-based corrective action standards) and/or the use of exposure controls (such as use or resource restrictions) consistent with the Laws. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use of the Property, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the Property shall not be used or occupied (if used or occupied at all) for residential purposes; (ii) no potable water wells shall be installed or used on the Property; and (iii) any structure constructed on the Property shall have a slab-on-grade foundation with the top of the slab at or above surface level (collectively, "Exposure Restriction"). Grantee hereby agrees to indemnify, defend and hold harmless the Released Entities from and against any and all Losses arising out of or relating to any use of the Property which is in violation of or inconsistent with the Exposure Restriction. The Exposure Restriction shall run with

the Property and each portion thereof for the benefit of Grantor, its successors and assigns, and shall be binding upon Grantee, its successors and assigns, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor shall, at Grantee's request, release a portion or portions of the Exposure Restriction from the Property, upon Grantor's receipt from Grantee of an acknowledgment from the Government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Exposure Restriction and that the Government approves the releasing of that portion or portions of the Exposure Restriction.

5. **MISCELLANEOUS**. The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or December 16, 1997 ("Effective Date"). The provisions of this Deed shall run with the land and shall be binding upon and inure to the benefit of the parties, their representatives, heirs, devisees, successors and assigns and any other person or entity expressly noted herein.

Sohio Oil Company became the successor to BP Oil Inc. by Agreement of Merger dated July 31, 1986 and qualified to transact business in the State of Tennessee on August 12, 1986.

Sohio Oil Company changed its name to BP Oil Company by Amendment to its Articles of Incorporation on January 31, 1989.

On December 31, 1991, BP Exploration Inc. merged into BP Oil Company. As a result of the merger, the name of BP Oil Company was changed to BP Exploration & Oil Inc.

IN WITNESS WHEREOF, BP EXPLORATION & OIL INC. has hereunto set its hand and corporate seal, by its duly authorized representatives, this 10th day of December, 1997.

WITNESSES:

By: Ann M. Wachter
Print: Ann M. Wachter

By: Sharon Dietz
Print: Sharon Dietz

By: Ann M. Wachter
Print: Ann M. Wachter

By: Sharon Dietz
Print: Sharon Dietz

BP EXPLORATION & OIL INC.

By: K. M. Sweda

Its: Manager, Real Estate Outsourcing

Attest: J. Shoda

Its: Assistant Secretary

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CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) §:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared K. M. Sweda and J. Shoda, with whom I am personally acquainted, and who upon oath, acknowledged themselves, respectively, to be the Manager, Real Estate Outsourcing, and Assistant Secretary of **BP EXPLORATION & OIL INC.**, the within named grantor, an Ohio corporation, and that they, as such representatives, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such representatives.

WITNESS my hand and official seal at office in Cuyahoga County, Ohio this 10th day of December, 1997.

Sherry Deau
Notary Public

My Commission Expires:

SHERRY DEAU
Notary Public, State of Ohio
My Commission Expires Sept. 13, 1999

NOTARIAL SEAL · STATE OF OHIO

Intersection: DICKERSON & OLD HICKORY
City, State: NASHVILLE, TN
County: DAVIDSON
Site No.: 24444

BOOK 10728 PG 79

Prior Deed Recorded in:
Book 10695, Page 340
Tax Parcel No. 041-08-0-051.00

EXHIBIT A

Land in the 10th Civil District of Davidson County, Tennessee, being part of Lot No. 3 on the Plan of the Subdivision of the K. J. Morris Lands, of record in Book 57, page 49, Register's Office for said County, more particularly described as follows:

Beginning at an iron pin in the intersection of the western right of way margin of Dickerson Pike (U S 41) and the southern right of way margin of Old Hickory Boulevard, said pin being located at the end of the radius return on U S 41; thence with the right of way of U S 41 along a curve to the left with a radius of 5770.0 feet, a distance of 144.03 feet; thence leaving said right of way N 79° 04' W 200.0 feet to a concrete monument; thence N 16° 52' E 200.0 feet to a concrete monument in the south margin of the right of way of Old Hickory Boulevard; thence with said right of way in an easterly direction along a curve to the left on a radius of 2895.00 feet, a distance of 10.58 feet; thence S 78° 47' 46" E 132.55 feet to an iron pin; thence with a curve to the right, having a radius of 50.00 feet, 84.11 feet to the beginning, said tract containing 0.86 Acres, more or less.

Intersection: DICKERSON & OLD HICKORY
City, State: NASHVILLE, TN
County: DAVIDSON
Site No.: 24444

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EXHIBIT A (continued)

BEING the same property conveyed to BP Exploration & Oil Inc. by that certain deed from Service Station Holdings Inc. dated November 3, 1997 and recorded November 24, 1997 in Book 10695, Page 340.

LESS AND EXCEPT any portion of the property used for public right-of-way.

OATH OF CONSIDERATION

STATE OF TENNESSEE)

BOOK 10728 PG 81

COUNTY OF DAVIDSON)

The undersigned, being first duly sworn, hereby makes oath that the actual consideration or value, whichever is greater, for this transfer is $ $85,003.00 .

Affiant

Sworn to before me this 18th day of December, 1997.

Carolyn R. Fleenor (Guillion)
Notary Public

My commission expires:
2-17-99

CAROLYN R. FLEENOR NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Carolyn R. Fleenor
My Commission Expires
February 17, 1999
STATE OF TENNESSEE

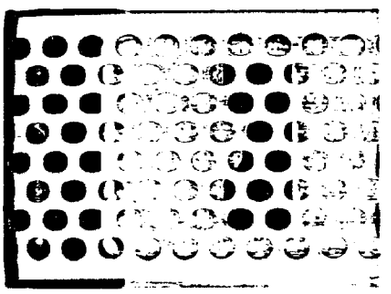
3292 12/18 0101 03CHECK 351.52

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____ BOOK 10728 PG 82

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

MAMT 85003.00
ERR CO
MAMT 85003.00-
CAMT 85003.00
CON TX 314.52
PRFEE 1.00
WDEED 36.00
TOTAL 351.52
CHECK 351.52

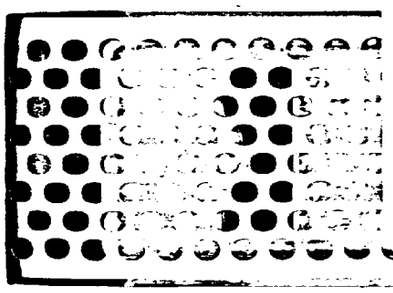
12/18/97 01 15:42 0001 3292

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0382034
IDENTIFICATION

97 DEC 18 PM 3:35

FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY



No. 1234032