0412146

IDENTIF. # REFERENCE

Bk/ 36

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

98 MAR 13 PM 2:58

FELIX Z. KLEIN II REGISTER
DAVIDSON COUNTY, TN.

MAIL RECORDED DOCUMENT TO:

Name: _____
Address: _____
City, State, Zip: _____

10837 PG 756

Send Tax Notices to:
Charlie W. Little (New Owner)
1051 Edmondson Pike,
Brentwood, TN 37027

(DIVDL)
(BP)

Property Address: 3056 Dickerson Drive
Nashville, TN 37207

Map/Parcel 60-8-09.00

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 of **CHARLES LITTLE**, an individual, whose tax mailing address is 1051 Edmondson Pike, Brentwood, Tennessee 37027 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, that certain real property located at 3056 Dickerson Road in the City of Nashville, County of Davidson, and State of Tennessee, and being the same real property conveyed to Grantor by Quit-Claim Deed and Lease Termination from Service Station Holdings Inc. ("SSH") effective November 1, 1997 recorded in Book 10695, Page 333 of the public records of said County, as 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 SSH, 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 ten (10) years from the date this Deed is recorded, for the sale, offering for sale, storage or distribution of any gasoline or motor vehicle

fuels. Such restriction and covenant of Grantee shall run with the Property 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 ten (10) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels on the Property solely for use by Grantee or other occupants of the Property.

3. **ENVIRONMENTAL CONSIDERATIONS**.

a. **UST'S**. Grantee acknowledges that underground storage tanks and product piping systems ("UST's") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such UST's unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such UST's for said purpose.

b. **Prior Use**. Grantee acknowledges that the Property has 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.

c. **Hydrocarbons**. During Grantor's use and/or ownership of the Property and prior to the Closing Date, Petroleum Products may have been spilled, leaked or otherwise discharged onto, into or from the Property ("Hydrocarbons"). As of the Effective Date, as defined below, Grantee hereby agrees to assume, and hereby waives, releases, and agrees to indemnify, defend and hold harmless Grantor and its directors, officers, employees, contractors, agents, representatives, successors and assigns, 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 ("Losses"), 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 the Hydrocarbons and/or the Remediation (hereinafter defined) thereof.

d. **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 ("Hazardous Materials"), other than Hydrocarbons, may exist on the Property as of the Effective Date ("Other Contamination"). Grantee hereby agrees to assume and hereby waives and releases Grantor from all liability for the Other Contamination including any testing, investigation and/or remediation ("Remediation") thereof, Grantee hereby acknowledging that Grantor is not responsible for the Remediation of the Other Contamination and agreeing to seek recourse, if at all, for Losses against the parties who caused the same. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its directors, officers, employees, contractors, agents, representatives, successors and

assigns, from and against any and all Losses arising out of or relating to Other Contamination, the Remediation thereof, or the physical condition of the Property or other property abandoned thereon by Grantor.

e. **Grantor's Access**. If after the Effective Date, Grantee should default in its obligation to assume the Remediation of the Hydrocarbons and/or the Other Contamination, and if, as a consequence, any governmental agency, entity, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake the Remediation of the Hydrocarbons and/or the Other Contamination, Grantor shall immediately notify Grantee of same, Grantee shall promptly undertake the same, and Grantee shall immediately notify the Government that Grantee shall respond to such notice in the place of Grantor.

However, if: (i) Grantee fails to timely or properly undertake and pursue the Remediation of the Hydrocarbons and/or Other Contamination; or (ii) the Government insists that Grantor, not Grantee, undertake or pursue the Remediation of the Hydrocarbons and/or Other Contamination; then Grantor shall have the right and authority, but not the obligation, to enter the Property and to conduct the Remediation of the Hydrocarbons and/or Other Contamination, all without trespass. Grantor's entry on the Property and activities thereon shall not be deemed an admission of liability for the Hydrocarbons and/or 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 as set forth in that certain Offer to Purchase dated January 27, 1997, between Grantor and Grantee as amended by that certain Amendment to Offer to Purchase (BP to remediate contamination) dated February 18, 1998 ("Contract") and 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 interfere with Grantor's right of entry, or actions taken pursuant thereto, and shall cooperate with Grantor in obtaining any permits, consents or approvals necessary for Grantor's actions taken with respect to the Property.

f. **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 Grantor and its directors, officers, employees, contractors, agents, representatives, successors and assigns, from and against any and all Losses arising out of or relating to Future Contamination and/or the Remediation thereof.

4. **MISCELLANEOUS**. Grantor has reserved unto itself a right of first refusal to purchase the Property upon the same terms and conditions as contained in any bona fide offer made to Grantee within twenty five (25) years after the recordation of this Deed, which right of first refusal is more fully set forth in the Contract.

The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or March 13, 1998 ("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.

BOOK 10837 PG 759

IN WITNESS WHEREOF, the parties have hereunto set their hands and corporate seals, by their duly authorized representatives, this 4th day of March, 19 98.

WITNESSES:

By: _____
Print: Ann M. Wachter

By: _____
Print: Sharon Dietz

By: _____
Print: Ann M. Wachter

By: _____
Print: Sharon Dietz

BP EXPLORATION & OIL INC.

By: _____
K. M. Sweda

APPROVED
AS TO FORM
AS TO FORM-SM

Its: Manager, Real Estate Outsourcing

Attest: _____
J. Shoda

Its: Assistant Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) §:
COUNTY OF CUYAHOGA)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, K. M. Sweda, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who upon oath, acknowledged himself to be the Manager, Real Estate Outsourcing of **BP EXPLORATION & OIL INC.**, a corporation, the within named grantor, and J. Shoda, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged ~~himself~~/herself to be the Assistant Secretary, of **BP EXPLORATION & OIL INC.**, a corporation, the within named grantor, and that they, as such representatives, being authorized so to do, executed the within 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 4th day of March, 1998.

My Commission Expires:

~~BARBARA A. TILLINGHAST~~
Notary Public, State of Ohio, Cuy. Cty
My Commission Expires Nov. 5, 2000

_____
Notary Public

Dickerson & Ewing
Nashville, TN
BP Site No. 24439

aw9349/bt

#24439

Exhibit "A"

BK/PG 10837/780

A certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in the 12th, formerly the 17th Civil District of Davidson County, Tennessee, being part of Lot No. 2 in the unrecorded Subdivision of Dr. F. H. Chester's farm on Dickerson Pike and Ewing Lane and described more particularly as follows:

Beginning at the southwest corner of the intersection of Dickerson Road and Ewing Lane, said point designated by a railroad spike, and proceeding thence along the southerly margin of Ewing Lane N 80° W 141.5 feet to a point; thence leaving the right of way of the said Ewing Lane S 4° 19' W 156.38 feet to a point; thence S 80° E 141.5 feet to a point in the westerly margin of Dickerson Road; thence along the westerly margin of Dickerson Road N 4° 19' E 156.38 feet to the point of beginning, said tract containing 0.51 Acres, more or less.

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

Being the same property conveyed to BP Exploration & Oil Inc., an Ohio Corporation by Quit-Claim Deed and Lease Termination from Service Station Holdings, Inc., of record in Book 10695, Page 333, Register's Office for Davidson County, Tennessee.

#24439

(FOR RECORDING DATA ONLY) BOOK 10837 PG 761

Property Address 3056 Dickerson Road
Nashville, TN

Mail Tax Bills to: (Person or Agency reaponsible for payment of taxes)

Charles Little

1051 Edmondson Pike

Brentwood, TN 37027

This instrument prepared by:

R. Reed King, Esq.

BP Exploration & Oil Inc.

200 Public Square

Cleveland, Ohio 44114-2375

State Tax .....$.....

Registar's Fee 50

Recording Fee 6.00

Total .....$.....

T.G. #

Return To:

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is

($366,000) Three Hundred Sixty Six Thousand Dollars

which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

BP Exploration & Oil Inc.

BY: _____
Affiant

APPROVED
AS TO FORM
AS TO FORM-SM

Subscribed and sworn to before me this 19th day of February 19 98

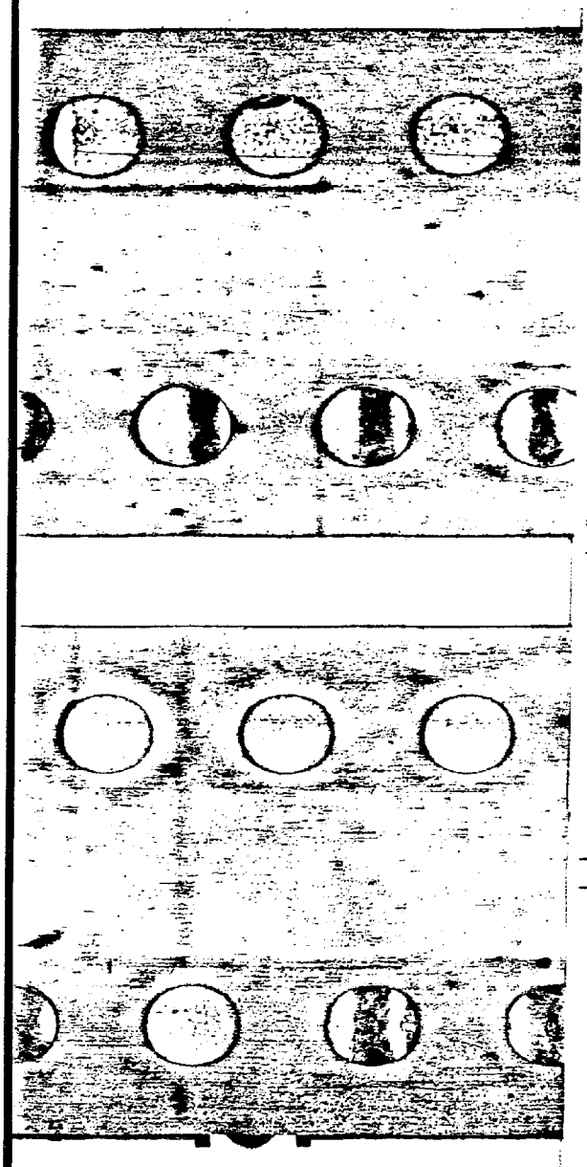
_____
Notary Public

My commission expires: BARBARA A. TILLINGHAST
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Nov. 5, 2000

22-Oct-93

AMP/form

5750 03/13 0101 03CHECK 1379.2(



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

RECEIVED OF _____

FOR _____

BOOK 10837 PG 762

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	
				366000.00
			CON TX	1354.20
			PRFEE	1.00
			WDEED	24.00
			TOTAL	1379.20
			CHECK	1379.20
03/13/98	01		14:56 0001	5750

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04121146
IDENTIF. ← REFERENCE

98 MAR 13 PM 2:58

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1266123