0532734

IDENTIF. + REFERENCE

This Instrument Prepared By:

William F. Hyland, Jr., Esquire

Record and Return by Mail to:
Brandt, Haughey, Penberthy, Lewis & Hyland, P.A.
240 West Route 38
P.O. Box 1002
Moorestown, New Jersey 08057-0949

99 JAN -5 AM 8:53

REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

SPECIAL WARRANTY DEED

BOOK 11281 PAGE 726

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

8504 01/05 0101 03CHECK 2564.67

This Indenture, made OCT 1 1998 by STAR ENTERPRISE, a New York general partnership, having an office at 12700 Northborough Drive, Suite 400, Houston, Texas 77067, Tax I.D. No. 76-0567102 (the "Grantor") to MOTIVA ENTERPRISES LLC, a Delaware limited liability company, having an office at 1100 Louisiana Street, Suite 2200, Houston, Texas 77002, Tax I.D. No. 76-0262490 (the "Grantee").

WITNESSETH

In consideration of Six Hundred Eighty-Nine Thousand One Hundred and 00/100 ($689,100.00) Dollars and other good and valuable consideration paid in lawful money of the United States, Grantor does hereby grant, convey and release unto Grantee, its successors and assigns forever, all those certain plots, pieces and parcels of land more particularly described in Schedule A attached hereto and made a part hereof (the "Property"), together with the buildings, fixtures and improvements thereon erected,

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof,

Together with the easements, appurtenances and other hereditaments appurtenant to the Property and all the estate and rights of Grantor in and to said Property, subject to all easements, rights of way and other matters of record affecting same, but

Provided, that Grantor expressly saves, retains, reserves and excepts from this conveyance unto itself and its successors and assigns, all right, title and interest in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulphur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, and the right to explore for, develop and produce same, as well as the right to lease such portion of the Property hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Property; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part of the surface of the Property for exploration and producing purposes; 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 or under the Property. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb the use or operation of the Property or any improvements, installations, petroleum or other products contained in such improvements or installations or surface activities on the Property. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

7691 Hwy. 70 S./Harding Rd. & I-40
Nashville, TN
TN 83

Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

To have and to hold the Property unto Grantee, its heirs, successors and assigns forever.

Each Grantor covenants that it has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the aforesaid reservation of oil, gas and other minerals. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

IN WITNESS WHEREOF, Grantor has duly executed this Special Warranty Deed the day and year first above written.

STAR ENTERPRISE, a New York general partnership

By: _____

Name: Seth L. Sherr

Title: Chief Executive Officer

APPROVED
L. FRANCIS

ATTEST:

By: _____

Name: _____

Secretary

STATE OF TEXAS)
: ss
COUNTY OF HARRIS)

Before me, the undersigned authority, a notary public in and for said county and state, personally appeared Seth L. Sherr, 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 Chief Executive Officer of Star Enterprise, a New York general partnership, the within named Grantor, and that he/she, as such Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself/herself as such Chief Executive Officer.

WITNESS my hand and seal at office in Harris County, Texas, this 16th day of September, 1998.

ELAINE B. THOMASON
MY COMMISSION EXPIRES
JULY 27, 2002

_____

Name: _____

Notary Public

My Commission Expires: _____

The Name and Address of the Property Owner and Party Responsible for Payment of Taxes:
Motiva Enterprises LLC
1100 Louisiana Street, Suite 2200
Houston, Texas 77002

I hereby swear and affirm that the actual consideration or true value of this transfer, whichever is greater, is $689,100.00.

MOTIVA ENTERPRISES LLC

By: _____

Name: Stephen R. Franks

Title: General Manager

Subscribed and sworn to before me this 16 day of September, 1998.

CHERYL ANN SNELLING
My Commission Expires
April 8, 2001

_____

Name: _____

Notary Public

My Commission Expires: 4-8-2001

m-wfh-star-deed-tn

ALL that tract or parcel of land and premises, situate, lying and being in the County of Davidson and State of Tennessee, more particularly described as follows:

BEGINNING at an iron pin, 225 feet more or less west of U.S. Coastal and Geodetic Survey and State Survey Marker Station No. 2579 on the southwesterly margin of U.S. Highway No. 70; thence from said iron pin with said highway, N 60° 10' W 40.92 feet to an iron pin; thence N 57° 45' W 42.15 feet to an iron pin which is the point of beginning; thence leaving said highway S 32° 15' W 175.0 feet to an iron pin; thence N 58° 01' W 293.64 feet to an iron pin; thence N 55° 27' E 192.0 feet to an iron pin; thence S 57° 45' E 218.0 feet to the point of beginning, containing 1.03 acres more or less.

Being the same lands and premises which became vested in Star Enterprise, a general partnership formed under the New York Uniform Partnership Act, by Deed from TRMI Holdings Inc. (formerly named Texaco Refining and Marketing Inc.), a Delaware corporation, dated effective December 31, 1988, and recorded in the office of the Register of Deeds of Davidson County in Book 7963 at Page 861, and thereafter corrected by Act of Correction dated February 6, 1992 and recorded in Book 8723 at Page 12.

SAVE AND EXCEPT that portion of said land conveyed by Star Enterprise, a general partnership, to Metropolitan Government, dated August 26, 1992 and recorded in the office of the Register of Deeds of Davidson County in Book 8723 at Page 17, described as follows:

Land in Davidson County, Tennessee, described as follows:

RIGHT-OF-WAY: Beginning at a point on the south right-of-way line of U.S. 70 South at the east corner of Star Enterprise property, said point being 40 feet left of center line Station 50+36.48, Coley Davis Road and proceeding as follows; with the southeast line of Star Enterprise S33°37'49"W, 174.77 feet; thence with the southwest line of Star Enterprise N56°35'01"W, 10.00 feet; thence with a severance line N33°37'49"E, 123.93 feet; thence 79.26 feet with the arc of a curve to the left that has a radius of 50 feet and a chord bearing and distance of N11°46'57"W, 71.218 feet to a point on the south right-of-way line of U.S. 70 South; thence with said line S57°12'16"E, 60.73 feet to the beginning and containing 2,302 square feet or 0.053 of an acre, more or less.

TEMPORARY CONSTRUCTION EASEMENT: A 10 foot temporary construction easement shall adjoin the above described right-of-way on the northwest side for its entire length. The temporary construction easement contains 0.047 of an acre, more or less. Said temporary construction easement to be abandoned upon completion of construction.

The Contractor shall protect and restore the property to a condition similar or equal to that existing prior to construction.

A pre-blast survey will be made prior to construction.

Egress and Ingress will be provided at all times during road construction.

BEING commonly known as 7691 Highway 70 South, Nashville, Tennessee.

Map 141, Parcel 18.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11281 PAGE 731

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	CFEE	- COMPUTER FEE	PRFEE	- PROBATE FEE

CAMT
689100.00
CON TX 2549.67
PRFEE 1.00
WDEED 12.00
CFEE 2.00

TOTAL 2564.67
CHECK 2564.67
01/05/99 01 08:51 0001 8504

0532734
IDENTIF. # REFERENCE

99 JAN -5 AM 8:53
REGISTER
DAVIDSON COUNTY, TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1407897