0532736

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 8:54

REGISTER
DAVIDSON COUNTY, TN.

SPECIAL WARRANTY DEED

BOOK 11281 PAGE 736

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

8506 01/05 0101 03CHECK 2073.68

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 Five Hundred Fifty-Six Thousand Four Hundred and 00/100 ($556,400.00) 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.

3696 Bell Rd (Stewarts Frry)
Nashville, TN
TN 87

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

FORM APPROVED
M. L. FRANCIS

By: _____
Name: Seth L. Sharr
Title: Chief Executive Officer

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. Sharr, 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 27th day of August 1998.

PATRICIA ETIENNE ADAME
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 5, 1999

_____
Name: Patricia Etienne Adame
Notary Public
My Commission Expires: 4-5-99

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 $ 556,400.00.

MOTIVA ENTERPRISES LLC

By: _____
Name: Stephen R. Franks
Title: General Manager

CHERYL ANN SNELLING
My Commission Expires
April 8, 2001

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

_____
Name: Cheryl Ann Snelling
Notary Public
My Commission Expires: 4-8-2001

m-wfh-star-deed-tn

SCHEDULE A

PROPERTY DESCRIPTION:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Priest Point, as shown on plat of record in Plat Book 6900, page 746, in the Register's Office for Davidson County, Tennessee, and more particularly described as follows:

BEGINNING at a point in the westerly margin of Stewarts Ferry Pike, said point at the terminus of a return curve from the southerly margin of Blackwood Drive, said point also being southerly 80 feet, more or less, from the centerline of said Blackwood Drive;

THENCE, with said westerly margin with a curve to the right, 72.05 feet to a point, said curve having a central angle of 03° 51' 17", a radius of 1,070.86 feet, a tangent of 36.04 feet and a chord of S 06° 32' 06" W, 72.03 feet;

THENCE, continuing with said westerly margin S 08° 27' 44" W, 73.51 feet to a point;

THENCE, leaving said westerly margin with a severance line, the following calls:

S 85° 52' 21" W 60.47 feet to a point;

With a curve to the left 81.61 feet to a point, said curve having a central angle of 27° 13' 04", a radius of 171.80 feet, a tangent of 41.59 feet and a chord of S 72° 15' 49" W, 80.84 feet;

With a curve to the right 34.02 feet to a point, said curve having a central angle of 77° 58' 07", a radius of 25.00 feet, a tangent of 20.23 feet and a chord of N 82° 21' 40" W, 31.46 feet;

With a curve to the left 73.87 feet to a point, said curve having a central angle of 26° 57' 16", a radius of 157.02 feet, a tangent of 37.63 feet and a chord of N 56° 51' 15" W, 73.19 feet;

With a curve to the right 8.00 feet to a point, said curve having a central angle of 03° 05' 53", a radius of 148.00 feet, a tangent of 4.00 feet and a chord of N 68° 46' 57" W. 8.00 feet;

N 19° 40' 18" E, 15.00 feet to a point;

N 24° 48' 06" W, 95.92 feet to a point in the southerly margin of Blackwood Drive;

THENCE, with said southerly margin, the following calls:

With a curve to the right, 235.41 feet to a point, said curve having a central angle of 20° 45' 01", a radius of 650.00 feet, a tangent of 119.01 feet and a chord of N 77° 31' 20" E, 234.12 feet;

N 87° 53' 48" E, 37.03 feet to a point;

With a curve to the right, 42.19 feet to the point of beginning, said curve having a central angle of 96° 42' 27" a radius of 25.00 feet, a tangent of 28.11 feet and a chord of S 43° 45' 02" E, 37.36 feet.

Containing 43,216 square feet or 0.99 acre, more or less.

MAP/PARCEL NOS.: Map 97, Parcel 140

Being commonly known as 3696 Bell Road, Nashville, Tennessee.

Being the same lands and premises which was conveyed to Star Enterprise, a general partnership formed under the New York Uniform Partnership Act, by General Warranty Deed from Priest Point Associates, L.P., a Delaware limited partnership, dated August 22, 1989 and recorded in Deed Book 7922, Page 297, Reference No. 60546 of the Public Records of the Register of Deeds of Davidson County, Tennessee.

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 739

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
556400.00
CON TX 2058.68
PRFEE 1.00
WDEED 12.00
CFEE 2.00
TOTAL 2073.68
CHECK 2073.68
01/05/99 01 08:51 0001 8506

0532736
IDENTIF. ↑ REFERENCE

99 JAN -5 AM 8:54

JILL GARRETT, REGISTER
DAVIDSON COUNTY, TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1407899