0537509

IDENTIF. + REFERENCE

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

99 JAN 15 PM 2:08

[illegible] COUNTY, TN.

PICK-UP

MAIL RECORDED DOCUMENT TO:

Name: **Carolyn Piphus**
Address: **619 Woodland Street**
City, State, Zip: **Nashville, Tennessee** **37206**

MAIL TAX BILLS TO:

Kingsley Onuobia
2600 Clarksville Highway
Nashville, TN 57208

BOOK 11299 PAGE 760

(DIVENV)
RBCA Form
Use Restriction

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 Two Hundred Sixty Thousand Dollars ($260,000.00) and other good and valuable consideration received to its full satisfaction from **KINGSLEY ONUOBIA**, whose tax mailing address is 2600 Clarksville Highway, Nashville, Tennessee 57208 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee and its heirs, devisees, representatives, successors and assigns that certain real property located at Centennial & 29th in the City of Nashville, County of Davidson and State of Tennessee and being the same real property conveyed to Grantor by deed recorded in Book 10724, Page 422 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, 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 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 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, 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 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, 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 defined below, 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 Offer to Purchase between Grantor and Grantee dated July 14, 1998 ("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 ("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 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, 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 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 Other Contamination, the Remediation thereof, or the physical condition of the Property or other property abandoned thereon by Grantor.

d. **Grantor's Access**. If after the Effective Date, Grantee should default in its obligation to assume the Remediation of the Other Contamination, and if, as a consequence, any governmental agency, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake the Remediation of 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 Other Contamination, or (ii) the Government insists that Grantor, not Grantee, undertake or pursue the Remediation of the 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 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 as set forth in the Contract, as defined above, 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.

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 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. **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 water wells used to supply water for human consumption, farming or irrigation shall be installed or used on the Property; and (iii) any building 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 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 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**. Grantor has reserved unto itself the right and option to purchase the Property from Grantee in accordance with the terms more fully set forth in the Contract. Grantor has further reserved until itself a right of first refusal to purchase the Property under the same terms and conditions as contained in any bonafide offer made to Grantee within ten (10) years of 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 December 31, 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.

IN WITNESS WHEREOF, BP EXPLORATION & OIL INC. has hereunto set its hand and corporate seal, by its duly authorized representatives, this 30th day of December, 1998.

WITNESSES:

By: _____
Print: Ann M. Wachter

By: _____
Print: Marilu Mabini

By: _____
Print: Ann M. Wachter

By: _____
Print: Marilu Mabini

BP EXPLORATION & OIL INC.

By: _____
K. M. Sweda

Its: Manager, Real Estate Outsourcing

Attest: _____
Eileen M. Gressock

Its: Assistant Secretary

APPROVED
AS TO FORM
AS TO FORM-SM

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 Eileen M. Gressock, 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 30th day of December, 1998.

My Commission Expires:

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

Barbara A. Tillinghast
Notary Public

Intersection: CENTENNIAL & 29TH
City, State: NASHVILLE, TN
County: DAVIDSON
Site No.: 24436

Prior Deed Recorded in:
Book 10724, Page 422

EXHIBIT A BOOK 11299 PAGE 765

TRACT I:

LAND in Davidson County, Tennessee, within the corporate limits of the City of Nashville, described according to a survey prepared by Hickerson, Adams & Johnson Consulting Engineers, Inc., dated January 7, 1963 as follows:

BEGINNING at an iron pin at the southeast corner of Centennial Boulevard and 29th Avenue North and proceeding thence with the south margin of the right-of-way of Centennial Boulevard north 76° 00' east 150 feet to an iron pin in the west margin of an alley (being the first alley east of 29th Avenue North); thence with the west margin of said alley south 13° 47' east 64.6 feet to the northeast corner of the property of Alonzo Welch and wife, Georgia Welch, as conveyed to them by deed of record in Book 655, page 139, Register's Office for Davidson County, Tennessee; thence with the north line of the said Welch property south 76° 00' west 150 feet to a point in the east margin of 29th Avenue North, said point being the northwest corner of the said Welch property; thence along the east right-of-way of 29th Avenue North, north 13° 47' west 64.6 feet to the point of beginning.

BEING the same property conveyed to Gulf Oil Corporation, a Pennsylvania corporation by deed from Roy Miller and wife, Georgia Miller of record in Book 3531, page 384, Register's Office for Davidson County, Tennessee.

TRACT II:

LAND in Davidson County, Tennessee, within the corporate limits of the City of Nashville, described according to a survey prepared by Hickerson, Adams & Johnson Consulting Engineers, Inc., dated January 7, 1963, as follows:

BEGINNING at a point in the east margin of the right-of-way of 29th Avenue North, said point being the southwest corner of that certain property conveyed to Alonzo Welch and wife, Georgia Welch by deed of record in Book 655, page 139, Register's Office for Davidson County, Tennessee, said point being also south 13° 47' east 97.6 feet from the southeast corner of the intersection of 29th Avenue North and Centennial Boulevard, as measured along the east right-of-way of 29th Avenue North, and proceeding thence with the south boundary of the said Welch property north 76° 00' east 150 feet to a point in an alley (being the first alley east of 29th Avenue North); thence with the west margin of said alley south 13° 47' east 32.4 feet to an iron pin located at the northeast corner of the Stephen Frierson property; thence with Frierson's north line south 76° 00' west 150 feet to an iron pin in the east margin of the right-of-way of 29th Avenue North, being the northwest corner

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EXHIBIT A (continued)

of the said Frierson property; thence with the east right-of-way of 29th Avenue North, north 13° 47' west 32.4 feet to the point of beginning.

BEING the same property conveyed to Gulf Oil Corporation, a Pennsylvania corporation by deed from Elnora White of record in Book 3531, page 388, Register's Office for Davidson County, Tennessee.

TRACT III:

LAND in Davidson County, Tennessee, within the corporate limits of the City of Nashville, described according to a survey prepared by Hickerson, Adams & Johnson Consulting Engineers, Inc., dated January 7, 1963, as follows:

Parcel No. 1:

Beginning at a point in the east margin of the right-of-way of 29th Avenue North, said point being south 13° 47' east 64.0 feet from the southeast corner of 29th Avenue North and Centennial Boulevard measured along the east right-of-way of 29th Avenue North and proceeding thence north 76° 00' east 150 feet to a point in an alley (being the first alley east of 29th Avenue North); thence with the west margin of said alley south 13° 47' east 0.6 feet to the northeast corner of that certain property conveyed to Alonzo Welch and wife, Georgia May Welch by deed of record in Book 655, page 139, said Register's Office; thence with the north line of said Welch property south 76° 00' west 150 feet to a point in the east margin of 29th Avenue North, said point being the northwest corner of the said Welch property; thence along the east right-of-way of 29th Avenue North, north 13° 47' west 0.6 feet to the point of beginning.

Parcel No. 2:

Beginning at a point in the east margin of the right-of-way of 29th Avenue North, said point being the northwest corner of that certain property conveyed to Elnora White by deed of record in Book1179, page 271, said Register's Office, said point being also south 13° 47' east 97.6 feet from the southeast corner of the intersection of 29th Avenue North and Centennial Boulevard, as measured along the east right-of-way of 29th Avenue North, and proceeding thence north 76° 00' east 150 feet to a point in an alley (being the first alley east of 29th Avenue North), said point also being the northeast corner of the Elnora White property; thence with the west margin of said alley south 13° 47' east 0.9 feet to

EXHIBIT A (continued)

a point in the west margin of said alley; thence east 76° 00' west 150 feet to a point in the east margin of the right-of-way of 29th Avenue North; thence with the east right-of-way of 29th Avenue North, north 13° 47' west 0.9 feet to the point of beginning.

BEING the same property conveyed to Gulf Oil Corporation, a Pennsylvania corporation by deed from Georgia May Welch, widow of Alonzo Welch, deceased, of record in Book 3531, page 373, Register's Office for Davidson County, Tennessee.

TRACT IV:

LAND in Davidson County, Tennessee, within the corporate limits of the City of Nashville, described according to a survey prepared by Hickerson, Adams & Johnson Consulting Engineers, Inc., dated January 7, 1963, as follows:

BEGINNING at a point in the east margin of the right-of-way of 29th Avenue North, said point being the southwest corner of that certain property conveyed to Roy Miller and wife by deed of record in Book 1191, page 32, Register's Office for Davidson County, Tennessee, said point being also south 13° 47' east 64.6 feet from the southeast corner of 29th Avenue North and Centennial Boulevard, measured along the east right-of-way of 29th Avenue North and proceeding thence along the south boundary of the said Roy Miller and wife property north 76° 00' east 150 feet to a point in an alley (being the first alley east of 29th Avenue North); thence with the west margin of said alley south 13° 47' east 33 feet to the northeast corner of that certain property conveyed to Elnora White by deed of record in Book 1179, page 271, said Register's Office; thence with the north line of the said property of Elnora White south 76° 00' west 150 feet to a point in the east margin of 29th Avenue North, said point being the northwest corner of the Elnora White property; thence with the east right-ofway of 29th Avenue North, north 13° 47' west 33 feet to the point of beginning.

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 December 17, 1997 in Book 10724, Page 422.

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

#24436

(FOR RECORDING DATA ONLY)

BOOK 11299 PAGE 768

Property Address Centennial & 29th
Nashville, TN

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

Kingsley Onuobia

2600 Clarksville Highway

Nashville, TN 57208

This instrument prepared by:

R. Reed King, Esq.

BP Exploration & Oil Inc.

200 Public Square

Cleveland, OH 44114

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

$ 260,000.00

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 30th day of DECEMBER 1998

_____
Notary Public

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

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22-Oct-93

AMP/form

3545' 01/15 0101 03CHECK 1001.00

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11299 PAGE 769

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

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0537509
IDENTIF. # REFERENCE

99 JAN 15 PM 2:08

DAVIDSON COUNTY, TENN.

CAMT	260000.00
CON TX	962.00
PRFEE	1.00
WDEED	36.00
CFEE	2.00
TOTAL	1001.00
CHECK	1001.00

01/15/99 01 14:06 0001 3545

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1412981