Box 36

(1)

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Attorney
ORTALE, KELLEY, HERBERT & CRAWFORD LLP
200 Fourth Avenue North
Nashville, TN 37219-8985

BOOK 11323 PAGE 287

WARRANTY DEED

Name and Address of New Owner:

Splash Express, LLC, a Tennessee Limited Liability Company
4504 Nolensville Road
Nashville, TN 37211

Send Tax Bills To:

New Owners

Street Address of Subject Property:	Map/Parcel No:
5307 Cane Ridge Road Antioch, TN 37013	Tract One 163-203 Tract Two 163-314

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **KIMBRO EQUITIES I, a Tennessee General Partnership,** hereinafter called **"GRANTOR"** has bargained and sold, and by these presents do transfer and convey unto **SPLASH EXPRESS, LLC,** a Tennessee limited liability company, hereinafter called **"GRANTEE,"** its heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

The conveyance of the above described parcel of land is subject to the following exceptions:

1. Taxes and assessments for 1999 and subsequent years, a lien, but not yet due and payable.

2. Matters shown on plat of record in Book 4460, page 112, Register's Office for Davidson County, Tennessee.

RESTRICTIVE COVENANT. For a period of twenty (20) years from the date this deed is recorded, the real estate described herein shall not be used for the following purposes: **(a)** market or convenience store, or **(b)** the retail sale of petroleum products.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its heirs and assigns, forever, and GRANTOR does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, and assigns to warrant and forever defend the title to the said land to the said GRANTEE, its heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 2nd day of February, 1999.

KIMBRO EQUITIES I,
a Tennessee General Partnership

BY: _____
Harlon J. Kimbro, Jr.

[Signatures continued on Page 2]

[Signatures continued from Page 1]

BY: William C. Kimbro
William C. Kimbro

BY: Anne Elizabeth Frost
Anne Elizabeth Frost

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, a Notary Public in and for said State and County aforesaid, personally appeared **Harlon J. Kimbro, Jr.** with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this day of February, 1999.

NOTARY PUBLIC

My commission expires: July 27, 2002

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, a Notary Public in and for said State and County aforesaid, personally appeared **William C. Kimbro**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this day of February, 1999.

NOTARY PUBLIC

My commission expires: July 27, 2002

STATE OF TENNESSEE]
COUNTY OF]

Before me, a Notary Public in and for said State and County aforesaid, personally appeared **Anne Elizabeth Frost**, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be a partner of **Kimbro Equities I,** a Tennessee General Partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by herself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this 2nd day of February, 1999.

NOTARY PUBLIC

My commission expires: July 27, 2002

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater for this transfer is $425,000.00.

AFFIANT

Subscribed and sworn to before me this 2nd day of February, 1999.

NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC AT LARGE Douglas A. Brace My Commission Expires November 24, 2001 STATE OF TENNESSEE

F:\DAB\KIMBRO\EQUITIES\SPLASH.DEDD

TRACT ONE:

Land in Davidson county, Tennessee, being Lot No. 3 on the Plan of Cloverleaf Estates, Section 3, of record in Book 4460, page 112, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

TRACT TWO:

Land in the 5th Civil District of Davidson Ccounty, Tennessee, more particularly described as follows:

Beginning at a concrete monument at the southwesterly corner of Lot 3 of Cloverleaf Estates, Section 3, of record in Book 4460, page 112, Register's Office for said County; thence North 86 deg. 44 min. 30 sec. West, a distance of 195.89 feet to an iron pin at the southwest corner of Lot 1 of Cloverleaf Estates, Section 1, of record in Book 3700, page 99, Register's Office for said County; thence along the southerly boundary of said Lot 1, Cloverleaf Estates, Section 1, South 89 deg. 19 min. East a distance of 90.0 feet to a concrete monument at the northwesterly corner of said Lot 3 of Cloverleaf Estates, Section 3; thence, along the westerly boundary of said Lot 3, Cloverleaf Estates, Section 3, South 0 deg. 31 min. East, a distance of 199.9 feet to the point of beginning,

Being a portion of the same property conveyed to Kimbro Equities I, a Tennessee general partnership, by Warranty Deed from Kimbro Oil Company of record in Book 8358, page 833, re-recorded in Book 8389, page 526, Register's Office for Davidson County, Tennessee.

99 FEB -2 PM 4:03
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

05442 32
IDENTIF. + REFERENCE

0728 02/02 0101 03CHECK 1587.50

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11323 PAGE 290

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

0544232
IDENTIF. ↑ REFERENCE

99 FEB -2 PM 4:03

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT	425000.00
CON TX	1572.50
PRFEE	1.00
WDEED	12.00
CFEE	2.00
TOTAL	1587.50
CHECK	1587.50

02/02/99 01 16:02 0001 0728

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1420080