0607314

IDENTIF. ↑ REFERENCE

Box 36

Prepared by:

99 JUL -2 PM 2:52

BP Site No. 24444
Nashville, Tennessee

[illegible] REGISTER
DAVIDSON COUNTY, TN.

Lee R. Sussman, Esquire

First B Realty, L.P.
P.O. Box 8216
Waco, Texas 76714

BOOK 11556 PAGE 292

SPECIAL WARRANTY DEED

[illegible] $13.00

STATE OF TENNESSEE :
SS:
COUNTY OF DAVIDSON :

KNOW ALL MEN BY THESE PRESENTS:

THAT First B Realty, L.P., a Texas limited partnership, having an address of P. O. Box 8216, Waco, Texas 76714 ("Grantor"), for and in consideration of the sum of One Hundred Fifty Thousand Dollars ($150,000.00) cash to it in hand paid by MICHAEL RIPPETOE, KAREN RIPPETOE and TRACY D. MCMURTRY, individuals, with an address c/o Franklin Motors, 3823 Dickerson Road, Nashville, Tennessee (collectively, "Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") situate at in the City of Nashville, Davidson County, Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

BEING the same premises which BP Exploration & Oil, Inc. ("BP"), an Ohio corporation, by Special Warranty Deed effectively dated December 10, 1997, and recorded with the Clerk's Office of Davidson County, Tennessee, immediately prior to the recording hereof granted and conveyed unto Grantor.

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 the right of Grantor and Grantor's predecessor in title, BP to reenter as described herein and: (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 (collectively, the "Permitted Encumbrances").

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 and indirectly for a period of twenty-five (25) 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, automobile parts and accessories, other petroleum products or convenience store items. Such restriction and covenant of Grantee shall run with the Property solely for the benefit and protection of any adjoining property of Grantor or BP and/or other property of Grantor or BP used and operated by Grantor or its representatives or BP 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 or BP or its representatives during said twenty-five (25) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels on the Property solely for the use of Grantee or other occupants of the Property.

3. ENVIRONMENTAL CONSIDERATIONS.

a. Prior Use. Grantee acknowledges that the Property may have 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 hereinafter defined, which BP 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. BP 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 Remediation Agreement between Grantor and BP dated December 16, 1997 ("Contract"). While BP exercises its right of access, Grantee shall not be permitted to develop or change the use of the Property unless and until BP has approved Grantee's plans, specifications and cost estimates for same, all as more fully set forth in the Contract. Finally, BP'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 BP 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, as hereinafter defined ("Hazardous Materials"), other than Hydrocarbons, may exist on the Property as of the Effective Date ("Other Contamination"). Grantee hereby waives and releases Grantor and BP and Grantor's and BP's parents, subsidiaries and affiliates, and their respective directors, officers, employees, contractors, agents, representatives, successors and assigns (the "Released Entities") from all liability for the Other Contamination, including any Remediation thereof, Grantee hereby acknowledging that the Released Entities are not responsible for the Remediation of the Other Contamination and agreeing to seek recourse, if at all, against the parties who caused the same

d. BP's Access. If after the Effective Date, any governmental agency, body, instrumentality, department or representative ("Government") requires that BP undertake or pursue the Remediation of the Other Contamination, then BP shall have the right and authority, but not the obligation, with reasonable advance notice, to enter the Property and to conduct the Remediation of the Other Contamination, all without trespass. BP's entry on the Property and activities thereon shall not be deemed an admission of liability for such Other Contamination. While on the Property, BP 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. BP shall exercise its right of entry onto the Property in a manner which does not unreasonably

interfere with Grantee's use of the Property. BP shall provide Grantee, within thirty (30) days of its written request, copies of all correspondence between BP and the Government regarding BP's activities on the Property. Grantee shall not unreasonably interfere with BP's right of entry, or actions taken pursuant thereto, and shall reasonably cooperate with BP in obtaining any permits, consents or approvals necessary for BP's actions taken with respect to the Property, provided that Grantee shall not be required hereby to incur any unreimbursed out-of-pocket expense, or additional liability, in connection with such cooperation.

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 the Released Entities 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, 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 Future Contamination and/or the Remediation thereof. Notwithstanding the foregoing, each Grantee (the original Grantee, its heirs, devisees, representatives, successors and assigns) shall indemnify the Released Entities only for Future Contamination which occurs or exists on the Property during that Grantee's period of ownership, and which was not caused by any Released Entity. The Released Entity shall promptly notify the then current owner of the Property in writing of any Loss hereunder which requires a defense of the Released Entity. Promptly upon the Released Entity's receipt of written notice that the then current owner of the Property has assumed the handling and defense of such Loss (whether by itself or with another responsible Grantee), and for so long as such Loss is being diligently and effectively handled and defended, the Released Entity shall turn over handling and defense of such Loss.

4. EXPOSURE RESTRICTION. Grantee acknowledges that on or after the Effective Date, BP 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 nonresidential 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 potable water wells shall be installed or used on the Property; and (iii)

any structure 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 the Released Entities 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 and BP, and Grantor's and BP's 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. BP shall, at Grantee's request, release a portion or portions of the Exposure Restriction from the Property, upon BP'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. The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or June 28, 1999 ("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.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied (except any warranties stated in the contract of sale for the Property, which by their terms, survive closing), Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors,

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed by James C. Holmes, a Senior Vice President of its corporate general partner, First B Corp., a Texas corporation and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, Stephen C. Gohring all as authorized by the Board of Directors.

GRANTOR:

FIRST B REALTY, L.P., a Texas
limited partnership, by its
General Partner:
By: First B Corp., a Texas corporation

By: _____
James C. Holmes, Senior Vice President

(Corporate Seal)

Attest: _____
(Assistant) Secretary
Stephen C. Gohring

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said State and County, duly commissioned and qualificd, personally appeared James C. Holmes and Stephen C. Gohring, with whom I am personally acquainted, and who upon oath, acknowledged themselves, respectively, to be the Senior Vice President, and (Assistant) Secretary of First B Corp., a Texas corporation which serves as the General Partner of First B Realty, L.P., a Texas limited partnership, the within named grantor, 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 Waco, Texas this 18th day of June, 1999.

KATHRYN D. WAGNER
Notary Public
STATE OF TEXAS
My Commission
Expires 03/14/2000

My Commission Expires:
03-14-2000

Kathryn D Wagner
Notary Public

OATH OF CONSIDERATION

STATE OF TENNESSEE)
) SS:
COUNTY OF DAVIDSON)

We, the undersigned Grantee of the foregoing deed, first being duly sworn, hereby make oath that the actual consideration or value, whichever is greater, for this transfer is $150,000.00.

Witness — MICHAEL RIPPETOE (SEAL)

Witness — KAREN RIPPETOE (SEAL)

Witness — TRACY D. MCMURTRY (SEAL)

Subscribed and sworn to before me, this the 25th day of June, 1999.

Notary Public

My Commission Expires:

My Commission Expires MAY 28, 2000

Document No.: 0653442.01 06/18/99

Intersection: DICKERSON & OLD HICKORY
City, State: NASHVILLE, TN
County: DAVIDSON
Site No.: 24444

Prior Deed Recorded in:
Book 10695, Page 340
Tax Parcel No. 041-08-0-051.00

EXHIBIT A

BOOK 11556 PAGE 300

Land in the 10th Civil District of Davidson County, Tennessee, being part of Lot No. 3 on the Plan of the Subdivision of the K. J. Morris Lands, of record in Book 57, page 49, Register's Office for said County, more particularly described as follows:

Beginning at an iron pin in the intersection of the western right of way margin of Dickerson Pike (U S 41) and the southern right of way margin of Old Hickory Boulevard, said pin being located at the end of the radius return on U S 41; thence with the right of way of U S 41 along a curve to the left with a radius of 5770.0 feet, a distance of 144.03 feet; thence leaving said right of way N 79° 04' W 200.0 feet to a concrete monument; thence N 16° 52' E 200.0 feet to a concrete monument in the south margin of the right of way of Old Hickory Boulevard; thence with said right of way in an easterly direction along a curve to the left on a radius of 2895.00 feet, a distance of 10.58 feet; thence S 78° 47' 46" E 132.55 feet to an iron pin; thence with a curve to the right, having a radius of 50.00 feet, 84.11 feet to the beginning, said tract containing 0.86 Acres, more or less.

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

EXHIBIT A (continued)

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 November 24, 1997 in Book 10695, Page 340.

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

Being the same property conveyed to First B Realty, L.P., a Texas limited partnership, by Special Warranty Deed from BP Exploration & Oil Inc., an Ohio corporation, of record in Book 10278, page 73, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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

0607314

IDENTIF. ↑ REFERENC

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BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

BOOK 11556 PAGE 302

CASH

	150000.00
CON TX	555.00
PRFEE	1.00
TDEED	40.00
CFEE	2.00
VOID	
TDEED	40.00-
VDEED	40.00
TOTAL	598.00
CHECK	598.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 7780

No. 1486196