(1)

Book 36

BOOK 11734 PAGE 345

This Instrument Prepared By:

Stanley Walker, Esquire
Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2180
Houston, Texas 77252-2180

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON § KNOW ALL MEN BY THESE PRESENTS:

THAT this Special Warranty Deed made this 5th day of November, 1999, by EXXON CORPORATION, a corporation created and existing under and by virtue of the laws of the State of New Jersey, and duly authorized to transact business in the State of Tennessee, with an office and place of business at 800 Bell Street, Houston, Harris County, Texas 77002-7426, hereinafter referred to as "Grantor"; and **GEORGE O. GRIFFIN II**, of **742 BROOK HOLLOW, NASHVILLE, TENNESSEE, 37205**, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of TWO HUNDRED FORTY NINE THOUSAND AND NO/100 DOLLARS **($249,000.00)** to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, its heirs and assigns, all that real property situated in the of NASHVILLE, County of Davidson, State of Tennessee, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and existing leases, easements, encumbrances, rights-of-way, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property.

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer and distribution of products, including, without limitation, motor vehicle fuel, petroleum products or derivatives which may contain hydrocarbons, used oil, and other substances, and that some products may have been spilled, leaked, or otherwise discharged onto or into the Property.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil, water, or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons identified in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation of hydrocarbons is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as Grantor reasonably deems appropriate based on the results of such tests.

Grantor will undertake such remediation of the Baseline Condition as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to satisfactory levels. Grantor will not be responsible for investigation or remediation of, or any costs or expenses related to, any hydrocarbons or other contamination deposited on or into the Property after the date of recordation of this Deed ("Effective Date"), or for any increase in the levels of hydrocarbons above the Baseline Condition after the Effective Date. The owner of the Property will be responsible for investigation and/or remediation of any hydrocarbons or other materials, compounds, or substances deposited on or into the Property or migrating onto or into the Property after the Effective Date, or for any increase above the Baseline Condition level of hydrocarbons after the Effective Date. If, after the Effective Date but before Grantor has completed its remediation, either a leak, spill, or discharge of hydrocarbons or other contaminants occurs or the owner of the Property has reason to believe that such leak, spill, or discharge might have occurred on the Property or if contaminants migrate onto or into the Property, the owner of the

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KAY C. FELLER
REGISTER
DAVIDSON COUNTY, TN
4901

Property shall promptly notify Grantor and the appropriate governmental authorities. The owner of the Property shall pay to Grantor its prorata share of Grantor's increased cost of remediation attributable to such spill, leak, or discharge.

The owner of the Property shall assign to Grantor any and all right, claim or interest which the owner of the Property or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

BOOK 11734 PAGE 346

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding testing and/or remediation efforts for any investigation or remedial work performed by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any remediation and/or investigation and/or remediation at the Property.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE AND THE LENDING INSTITUTION HOLDING THE MORTGAGE TO FINANCE GRANTEE'S PURCHASE OF THE PROPERTY AND, IF SUCH INITIATING LENDER SELLS OR ASSIGNS ALL OR A PORTION OF ITS INTEREST IN THE MORTGAGE, TO THE HOLDERS OF THE MORTGAGE SECURING THE LOAN TO FINANCE GRANTEE'S ACQUISITION OF THE PROPERTY, AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY (EXCEPT SUCCESSORS OR ASSIGNS OF THE LENDER FINANCING GRANTEE'S ACQUISITION OF THE PROPERTY IF SUCH INITIATING LENDER SELLS OR ASSIGNS ALL OR A PORTION OF ITS INTEREST IN THE MORTGAGE).

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents, and contractors for the purpose of conducting investigation and remediation operations. Grantor will not be liable to anyone, including without limitation, the owner of the Property, its successors, assigns, tenants or users for any direct or consequential damage, injury, or loss resulting from such access. The owner of the Property shall be responsible for any cost or expense to repair or replace investigation and/or remediation equipment resulting from the acts or omissions of the owner of the Property or its contractors, invitees, or employees and shall reimburse Grantor for such costs.

As further consideration for this conveyance, Grantee, for itself, its representatives, successors and assigns (and, if Grantee is a natural person, its heirs and legal representatives), does hereby release, hold harmless, and forever discharge Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity including, but not limited to, any statutory causes of action (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, (CERCLA) and the Resource Conservation and Recovery Act of 1976, as amended, (RCRA)) for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee (and any subsequent owner of the Property, as applicable) and the employees, agents, servants, and representatives of such parties, arising out of or in relation to the Property including, but not limited to, any improvements or equipment on in or under the Property, or any spills, leaks, or other discharges onto or into the Property which may have resulted in the presence of any surface or subsurface material, compound, or other substance. The foregoing release does not include obligations of Grantor, if any, to remediate the Baseline Condition.

As further consideration for this conveyance, Grantee, shall be responsible for, and shall defend (with counsel acceptable to Grantor), hold harmless, and indemnify Grantor from and against, any loss claim, or liability (including fines and civil penalties) or causes of action at law or in equity (including, but not limited to CERCLA and RCRA) brought by any and all third persons, including (without limitation) Grantee's employees, agents, servants, and representatives, and also including (without limitation) any private citizens, persons, organizations, and any agency, branch, or representative of federal, state, or local government on account of any injury (including death), destruction, loss, or damage of any kind or character to persons, property, or natural resources, arising out of or in relation to any surface or subsurface spill, leak, or other discharges of material, compound, or other substance on the Property which may occur after the Effective Date, unless caused by the sole negligence of Grantor. Where personal injury, death, or loss of or damage to property is the result of joint negligence or willful misconduct of Grantor and the owner of the Property, the Property owner's duty to defend, indemnify, and hold harmless Grantor shall be in proportion to its allocable share of such joint negligence or willful misconduct.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

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, 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.

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed by its Vice President, R.L. Rich _____, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, Charles T. Vaughan _____, all as authorized by the Board of Directors.

GRANTOR:

EXXON CORPORATION

By: _____
Name: R.L. RICH
Title: Vice President

ATTEST:

By: _____
Name: CHARLES T. VAUGHAN
Title: Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared R.L. RICH, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Vice President of Exxon Corporation, the within named bargainor and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and Notarial Seal of Office in said State and County, this 18TH day of OCTOBER, 1999.

_____
Notary Public, State of Texas
My Commission Expires: 2-29-00

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

Witness

GRANTEE:

By:
Name: **GEORGE O. GRIFFIN II**

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **GEORGE O. GRIFFIN II**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the person(s) within named and that **he/she/they** executed the foregoing instrument for the purpose therein contained.

Witness my hand and Notarial Seal of Office in said State and County, this 5 day of November, 1999.

DOUGLAS A. BRACE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

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

Notary Public, State of Tennessee
My Commission Expires:

STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $249,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

EXXON CORPORATION

By:
Name: R. L. RICH
Title: Vice President

Subscribed and sworn to before me this the 18TH day of OCTOBER, 1999.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

Notary Public, State of Texas
My Commission Expires: 2-29-00

SP # 5-0204
4328 Harding Road, Nashville, Tennessee

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
GEORGE O. GRIFFIN II
742 BROOK HOLLOW, NASHVILLE, TENNESSEE, 37205

BOOK 11734 PAGE 349

Land in the Eighth, formerly the Twelfth, Civil District of Davidson County, Tennessee, more particularly described as follows:

Beginning at a point at the intersection of the center line of the White Bridge Road, extended, and the northerly margin of the Harding Road; thence North 45 1/2 deg. East with the northerly margin of said Harding Road, 114 feet 3 inches to a point; thence North 45 1/2 deg. West 100 feet to a point; thence South 45 1/2 deg. West and parallel with said Harding Road 157 feet 5 inches to a point in the center line of said White Bridge Road, extended; thence South 64 deg. East with the center line of said White Bridge Road, extended, 109 feet 6 inches to the point of beginning.

Being the same property conveyed to Standard Oil Company of New Jersey by Deed from John Emerson Yearwood and William Scovel Bridwell of record in Book 1466, page 341, Register's Office for Davidson County, Tennessee. Standard Oil Company of New Jersey, on January 28, 1948, changed its name to Esso Standard Oil Company, which merged into Humble Oil & Refining Company on December 31, 1959. By Certificate of Merger of record in Book 4673, page 644, in said Register's Office, on December 19, 1972, Humble Oil & Refining Company merged into Exxon Corporation.

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OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11734 PAGE 350

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
249000.00
CON TX 921.30
PRFEE 1.00
WDEED 20.00
CFEE 2.00
TOTAL 944.30
CHECK 944.30

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REFERENCE

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RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1536363