Instr:200003300031890 Page: 1 OF 14
REC'D FOR REC 03/30/2000 12:13:04PM
RECORD FEE: $59.00
M. TAX: $0.00 T. TAX: $1387.50

Box 37
LL

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Mr. Bill West 659 W. Bockman Way Sparta, TN 38583	Map No.: 135-01-0 Parcel No.: 099.00	Mr. Bill West 659 W. Bockman Way Sparta, TN 38583
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (DAR) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Williams Express, Inc., formerly known as MAPCO Petroleum Inc. (the "Grantor") (see Schedule 1) has bargained and sold, and by these presents transfers and conveys to Mason Gravlee Enterprises, Inc., an Oklahoma corporation, a one-half (½) undivided interest and William G. West and wife, Edna C. West, a one-half (½) undivided interest (collectively, the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Schedule 1, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on Schedule 2, attached hereto and incorporated herein by reference, and the matters set forth in this Deed (collectively, the "Permitted Encumbrances"):

This is unimproved property commonly known as 1701 Murfreesboro Road, Nashville, Tennessee.

Until March 31, 2025, the sale of gasoline, diesel and other motor vehicle fuels is prohibited on the Property. The foregoing restriction shall (i) run with land, (ii) be binding on Grantee and its successors and assigns, and (iii) inure to the sole benefit of Grantor and its successors and assigns.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES EXPRESSLY SET FORTH IN THAT CERTAIN SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE DATED DECEMBER 1, 1999, AND THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS, GUARANTEES AND ASSURANCES REGARDING (I) THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $375,000.00.

James C. Allgood
Affiant

Subscribed and sworn to before me this 28th day of March, 2000

DEBRA E. TORRENTO NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

Debra E. Torrento
Notary Public

My Commission Expires: JULY 27, 2002

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058700-206 03/27/2000

HAZARDOUS SUBSTANCES (AS SUCH TERM IS DEFINED BELOW), (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY, (III) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY, (IV) THE QUALITY, NATURE, ADEQUACY OR CONDITION OF THE SOILS AND GROUNDWATER AT THE PROPERTY, (V) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR CONDITION OF ANY UTILITIES AT OR NEAR THE PROPERTY; (VI) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, (VII) THE VALUE, PROFITABILITY, HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VIII) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY, (IX) THE EXISTENCE OF ANY PENDING OR THREATENED TAKING OF THE PROPERTY OR PORTION THEREOF BY CONDEMNATION OR EMINENT DOMAIN, (X) THE PROPERTY'S COMPLIANCE WITH ANY GOVERNMENTAL CONSTITUTION, STATUTE, LAW, ORDINANCE, CODE, REGULATION, RULE, ORDER RULING, DECREE OR JUDGMENT (INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT) OR ANY COVENANT, CONDITION, RESTRICTION OR OTHER ENCUMBRANCE, OR (XI) THE CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS OR EXTENT OF ANY EASEMENT, RIGHT OF WAY, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY "AS-IS, WHERE-IS" WITH ALL FAULTS AND ALL LATENT OR PATENT DEFECTS.

EXCEPT FOR CLAIMS ARISING OUT OF GRANTOR'S BREACH OF THE WARRANTIES SET FORTH THIS DEED, GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY WAIVES, RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS THAT GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HAS OR MAY HAVE AGAINST GRANTOR RELATING TO THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCES OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, IS WAIVING, RELEASING AND DISCHARGING ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY THAT GRANTEE, ITS SUCCESSOR AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE HAS OR MAY HAVE AGAINST GRANTOR OR ITS AFFILIATES, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONTAMINATION, INCLUDING WITHOUT LIMITATION, CLAIMS THAT MAY ARISE UNDER APPLICABLE ENVIRONMENTAL LAWS (AS SUCH TERM IS DEFINED BELOW), AND, GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY ASSUMES ALL OBLIGATIONS AND LIABILITIES THAT GRANTOR OR ITS AFFILIATES MAY HAVE WHICH ARE RELATED TO THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS AND LIBILITIES ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCES).

As used herein, (i) "Applicable Environmental Laws" means all governmental constitutions, statutes, laws, orders, ordinances, codes, rulings, regulations and decrees pertaining or related to the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §§ 9601 to 9675, the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 et seq., the Resource Conservation and Recovery Act , 42 U.S.C.A. §§ 6921 to 6939e, the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387, the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q, the Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 to 11050, the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692, the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k, the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761, and the environmental laws of the State of Tennessee, as the same may be amended from time to time, and (ii) "Hazardous Substances" means all hazardous or toxic substances, materials and wastes and all pollutants, contaminants and other substances which are now or hereafter listed, defined, or regulated under Applicable Environmental Laws. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, petroleum products (including gasoline, diesel fuel and oil), hydrocarbons, petroleum derived constituents and containers with hazardous waste residue.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 30th day of March, 2000.

GRANTOR:

Williams Express, Inc.

By: James C. Alligood
James C. Alligood
President

LEGAL
OPERATIONS

State of Tennessee)
)
County of Davidson)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, **James C. Alligood**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Williams Express, Inc., a Delaware corporation, the within named bargainer, and that he as such President, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand seal at office this 28th day of March, 2000.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires JULY 27, 2002

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SCHEDULE 1

State of Delaware

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"DELTA REFINING COMPANY", A DELAWARE CORPORATION,

"GASOLINE MARKETERS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "EARTH RESOURCES COMPANY" UNDER THE NAME OF "EARTH RESOURCES COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF MARCH, A.D. 1979, AT 10 O'CLOCK A.M.

Edward J. Freel, Secretary of State

0681805 8100M

991471182

AUTHENTICATION: 0067462

DATE: 11-05-99

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

GASOLINE MARKETERS, INC.
DELTA REFINING COMPANY

INTO

EARTH RESOURCES COMPANY

--ooOoo--

EARTH RESOURCES COMPANY, a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 8th day of July, 1968, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of GASOLINE MARKETERS, INC., a corporation incorporated on the 20th day of February, 1973, pursuant to the General Corporation Law of the State of Delaware.

That this corporation owns all of the outstanding shares of the stock of DELTA REFINING COMPANY, a corporation incorporated on the 3rd day of March, 1941, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted at a meeting held on the 27th day of March, 1979, determined to and did merge into itself said GASOLINE MARKETERS, INC. and DELTA REFINING COMPANY:

RESOLVED, that EARTH RESOURCES COMPANY merge, and it hereby does merge into itself said GASOLINE MARKETERS, INC. and DELTA REFINING COMPANY, and assumes all their obligations; and

FURTHER RESOLVED, that the merger shall be effective on April 1, 1979.

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said GASOLINE MARKETERS, INC. and DELTA REFINING COMPANY and assume their liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding this merger may be terminated and abandoned by the Board of Directors of EARTH RESOURCES COMPANY at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, said EARTH RESOURCES COMPANY has caused this certificate to be signed by Robert J. Donachie, its Executive Vice President and attested by Jules J. Ringer, its Assistant Secretary, this 28th day of March, 1979.

EARTH RESOURCES COMPANY

By _____
Robert J. Donachie
Executive Vice President

ATTEST:

By _____
Jules J. Ringer
Assistant Secretary

State of Delaware

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EARTH RESOURCES COMPANY", CHANGING ITS NAME FROM "EARTH RESOURCES COMPANY" TO "MAPCO PETROLEUM INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF APRIL, A.D. 1983, AT 10 O'CLOCK A.M.

Edward J. Freel, Secretary of State

0681805 8100

991471182

AUTHENTICATION: 0067461

DATE: 11-05-99

FILED

APR 29 1983 10 AM

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

* * * * *

EARTH RESOURCES COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of EARTH RESOURCES COMPANY be amended by changing the first Article thereof so that, as amended, said Article shall be and read as follows:
>
> "FIRST: The name of the corporation is MAPCO PETROLEUM INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of the State of Delaware.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
NTING IN THIS DOCUMENT
TISFACTORY WHEN RECEIVED

IN WITNESS WHEREOF, said EARTH RESOURCES COMPANY has caused this certificate to be signed by R. T. Prater its President, and attested by Royce Parr, its Assistant Secretary this 18th day of April, 1983.

EARTH RESOURCES COMPANY

By _____
R. T. Prater
President

ATTEST:

By _____
Royce Parr
Assistant Secretary

State of Delaware

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MAPCO PETROLEUM INC.", CHANGING ITS NAME FROM "MAPCO PETROLEUM INC." TO "WILLIAMS EXPRESS, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF APRIL, A.D. 1999, AT 2:15 O'CLOCK P.M.

Edward J. Freel, Secretary of State

0681805 8100

991471182

AUTHENTICATION: 0067460

DATE: 11-05-99

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 04/29/1999
991170588 - 0681805

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

MAPCO PETROLEUM INC., a company organized and existing under and by virtue of the General Corporation Law of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Company, by unanimous written consent dated April 12, 1999, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Company:

> RESOLVED that the Board of Directors of the Company hereby recommends and declares advisable an amendment to Article FIRST of the Company's Certificate of Incorporation to change the name of the Company so that, as amended, said Article FIRST shall be and read as follows:
>
> "FIRST: The name of the Company is:
>
> Williams Express, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, said MAPCO PETROLEUM INC. has caused this certificate to be signed by Shawna L. Gehres, its Secretary, this 12th day of April, 1999.

MAPCO PETROLEUM INC.

By: Shawna L. Gehres
Shawna L. Gehres
Secretary

Schedule 2

Description of Property

That certain property situated in Davidson County, State of Tennessee, including improvements thereto, more fully described as follows, to wit:

Being Lot No. 1 on the Plan of Town Park Estates, Section II, of record in Book 4060, page 18, Registers Officer for said County, as follows:

BEGINNING at a monument located in the southerly margin of Murfreesboro Pike, said monument being the point of intersection of the easterly margin of Town Park Drive with the southerly margin of Murfreesboro Pike; thence along the southerly margin of Murfreesboro Pike, South 55°03'East 67.65 feet, more or less to a monument; thence continuing with said margin of Murfreesboro Pike, South 54°36' East 127.35 feet, more or less to a point; thence leaving the southerly margin of Murfreesboro Pike, South 34°57' West 150 feet, more or less to a point; thence North 54°47'44" West 225 feet, more or less to a point in the easterly margin of Town Park Drive; thence with said margin of Town Park Drive, North 34°57' East 120 feet, more or less to a monument at the beginning of a curve having a 30-foot radius; thence northeasterly with said curve, 47.15 feet, more or less to the monument located in the southerly margin of Murfreesboro Pike, the point of beginning, containing approximately 0.733 acres.

Being the same property conveyed to Gasoline Marketers, Inc by deed from Ashland Oil, Inc. of record in Book 5160 pg 157, Registers Office for Davidson County, Tennessee. See attached Schedule for Merger information.

Schedule 3

List of Permitted Encumbrances

(1) Taxes and assessments for the year 2000 and subsequent years;

(2) Reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record;

(3) Streets, rights-of-way and highways encumbering the Property;

(4) Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property;

(5) The rights that the public and upper and lower riparian owners have in any waters present on the Property;

(6) All matters shown on Plat recorded in Book 4060, page 18, Recorder's Office of The Metropolitan Government of Nashville and Davidson County; and

(7) Restriction as set forth in Book 4173, page 971.