FOR RECORDING PURPOSES

File No.

BILL GARRETT, Davidson County
Trans:T20110006214 DEEDWARRSP
Recvd: 01/31/11 15:35 4 pgs
Fees:23.00 Taxes:1979.50

20110131-0008631

STATE OF TENNESSEE
COUNTY OF
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSACTION IS $ 535,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS DATE:

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ALLISON BARNWELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Special Warranty Deed

THIS INSTRUMENT PREPARED BY: Bridgestone Americas Tire Operations, LLC 333 East Lake Street Bloomingdale, Illinois 60108 Attn: Law Department – Real Estate Section		
ADDRESS NEW OWNER(S) AS FOLLOWS: **Bernard W. Gray & Robin L. Gray** **9333 Ansley Lane** **Brentwood, TN 37027**	SEND TAX BILLS TO: **Bernard W. Gray & Robin L. Gray** **9333 Ansley Lane** **Brentwood, TN 37027**	MAP-PARCEL NUMBER: **119-13-0-324.00**

THIS INDENTURE, executed as of this 21ST day of January, 2011, between **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, a Delaware limited liability company, having an address at 333 East Lake Street, in the City of Bloomingdale, State of Illinois ("**Grantor**") and **BERNARD W. GRAY & ROBIN L. GRAY,** husband and wife, having an address at 9333 Ansley Lane, in the City of Brentwood, State of Tennessee ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt of which is hereby acknowledged, and pursuant to authority of the Grantor, by these presents does **REMISE, RELEASE, ALIENATE AND CONVEY** unto the Grantee, **FOREVER**, all the following described real estate, situated in the County of Davidson and State of Tennessee (the "**Property**"), known and described as follows, to wit: see legal description attached hereto as **Exhibit A**. The conveyance is subject to the Permitted Encumbrances set forth on **Exhibit B** attached hereto and made apart hereof.

By accepting this instrument, the Grantee expressly understands and agrees, anything herein to the contrary notwithstanding, that no individual member of the Grantor or any of its officers, officials, representatives or employees shall be personally liable for any of the Grantor's obligations or any undertaking or covenant of Grantor contained in this instrument.

THIS IS IMPROVED PROPERTY KNOWN AS: 3020 Nolensville Road, Nashville, Tennessee

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, their heirs and assigns, forever, and we do covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, their heirs and assigns, against the lawful claims of all persons claiming by, through or under, the GRANTOR but no further or otherwise. Whenever 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, this 21ST day of January, 2011.

Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company

By: _____

Name: **Nick Capretta**

Title: **Authorized Signatory**

GRANTOR NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF DUPAGE

Before me, Kim Rafferty, a Notary Public within and for the State and County aforesaid, personally appeared Nick Capretta with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself to be an Authorized Signatory for Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company, and that as such Authorized Signatory being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company.

Witness my hand and official seal at office in Bloomingdale as of this 21ST day of January, 2011.

Notary Public
Commission Expires: 5/7/11

OFFICIAL SEAL
K. RAFFERTY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-7-2011

EXHIBIT A

LEGAL DESCRIPTION

Lot No. 1 and part of Lot No. 2 on the plan of the resubdivision of Lots Nos. 1 to 8 inclusive and 59 in Pleasant View Subdivision of Mrs. McCombs' Property, of record in Book 843, page 101, Register's Office for said County, described together according to a survey made by Barge-Waggoner, Inc., Engineers, May 10, 1955, as follows:

Beginning at a point on the southerly margin of Morton Avenue, formerly McCombs Street, at the northwest corner of the property conveyed to Buford L. Huddleston and wife, by F.R. Hester and wife, by deed of record in Book 1281, page 645, said Register's Office; thence with the southerly margin of said Avenue, North 86° 01' West, 156.80 feet to the beginning of a curve; thence around said curve southwestwardly to the easterly margin of Nolensville Road, as widened; thence with said Road, as widened, South 24° East, 183.93 feet to the northerly margin of a 12 foot alley; thence with said alley South 87° 50' East, 101.80 feet to the southwest corner of said Huddleston property; thence with the western boundary line of said Huddlestone property, North 2° 29' East, 14 feet, North 87° 50' West, 15 feet and North 2° 29' East, 165.40 feet to the beginning.

Being the same property conveyed to Universal Tire, Inc., a Tennessee corporation, from Exxon Corporation, by deed of record in Book 6262, page 448, dated March 19, 1984, Register's Office for Davidson County, Tennessee. Universal Tire, Inc. merged with Tire Distribution Systems, Inc. (TN) pursuant to Articles of Amendment to the Charter, of record in Book 10995, page 591. Tire Distribution Systems, Inc. (TN) merged with Tire Distribution Systems, Inc., pursuant to Articles of Merger of record in Book 11269, page 26. Tire Distribution Systems, Inc., interests is now owned by Bridgestone Americas Tire Operations, LLC through succession of acquisition.

EXHIBIT B

PERMITTED ENCUMBRANCES

- A restrictive use covenant which shall provide that the permitted uses and activities on the Property shall be limited to commercial, industrial and other non-residential uses. Without limiting the foregoing, the uses that shall be restricted and not permitted on the Property include, without limitation, dwellings, homes, apartments, schools, day care centers, pre-school facilities, hospitals, residential care facilities and similar non-commercial and non-industrial facilities.

- A perpetual access easement in favor of the Grantor which shall provide that in the event Grantor is required, by any applicable federal, state or local environmental law, regulation or decree ***(Environmental Laws)*** applicable to the Property, to investigate, remediate, clean up or otherwise address or respond to environmental conditions existing on the Property, (***Environmental Work)*** which were caused by Grantor in connection with the operation of its business, Grantor and its agents or contractors shall have the right to reasonable access to the Property for the purpose of performing such Environmental Work.

- A restrictive use covenant which shall provide that use of groundwater at, in or under the Property by any person or entity for any purpose, including potable and non-potable uses, shall be prohibited, and Grantee and each owner of the Property shall release and discharge Grantor from any and all claims or causes of action which Grantor and each subsequent owner of the Property may not have or hereafter have against Grantor relating to groundwater at, in or under the Property; and, no water supply wells for any purpose shall be installed or used on the Property, provided that Grantor shall be permitted to construct wells on the Property solely for the purpose of sampling, testing and monitoring groundwater in accordance with Applicable Laws (as defined herein). Applicable Laws shall mean all federal, state and local environmental laws, regulations and ordinances applicable to the use or operations at the Property.