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Original to Janice H.
C: Scot
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February 2, 2005

Scot F. Lahrmer
City Manager
City of Mason
6000 Mason Montgomery Road
Mason, Ohio 45040

RE: Speedway Station Purchase - Marathon Ashland Petroleum

Dear Scot:

We have now had the deed returned from the Warren County Recorder and I have enclosed an **original** for your safekeeping, which has been recorded in Official Record Volume 3744, Page 916 of the Warren County, Ohio Recorder's Records. I have also enclosed a completed closing booklet for this transaction. If you have any questions, please let me know.

Sincerely,



Arthur D. Weber Jr.

ADW/gam
Enclosures
231001.1

5/58

Return to:

WOOD & LAMPING LLP
600 VINE STREET, SUITE 2500
CINCINNATI, OHIO 45202-2409

SSA Unit #3396
101 Reading Road
Mason, OH

Warren Co.

GENERAL WARRANTY DEED

SPEEDWAY SUPERAMERICA LLC, successor by merger to Emro Marketing Company, a Delaware limited liability company, whose address is 500 Speedway Drive, Enon, Ohio 45323, GRANTOR, for the consideration of Ten and no/100 Dollars (\$10.00), received to its full satisfaction of **THE CITY OF MASON**, a municipal corporation, GRANTEE, WHOSE TAX MAILING ADDRESS will be 6000 Mason-Montgomery Road, Mason, Ohio 45040, conveys and warrants to said GRANTEE the following described real estate in the City of Mason, County of Warren, and State of Ohio:

Being all of Lot Number Sixty-One (61), as the same is designated on the plat of said Village adopted in December 1890 and recorded in Plat Book No. 1, Page 220, in the Office of the Recorder of Warren County, Ohio.

EXCEPTING THEREFROM that portion conveyed to Joseph E. Muennich and Dolores C. Muennich by Warranty Deed dated June 30, 1964, more particularly described as follows:

Situated in the Village of Mason, County of Warren, and State of Ohio; being a part of Lot Number Sixty-One (#61) as the same is designated on the plat of said Village adopted in December, 1890, and recorded in Plat Book Number 1, page 220, in the Office of the Recorder of Warren County, Ohio, and further described as follows: Commencing at a point on the westerly line of Lot Number Sixty-One (#61), being South 39° 56' West a distance of 35.92 feet from the northwesterly corner of said Lot Sixty-One (#61); thence South 39° 56' West 6.0 feet to the southwesterly corner of Lot Sixty-One (#61); thence South 49° 56' East 88.43 feet to an iron pin; thence North 38° 51' East 6.0 feet to an iron pin; thence North 49° 56' West 88.43 feet to a point on the westerly line of Lot Number Sixty-One (#61) and the place of beginning.

PRIOR DEED REFERENCE: Deed Volume 856, Page 784
Warren County Recorder's Office

PARCEL TAX ID NUMBER: ~~16362830050~~
16-36-283-005



BOOK 3744 PAGE 916

Subject to:

1. (a) taxes and assessments (both general and special), not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record, if any, (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.

2. By acceptance hereof, Grantee agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for a convenience store or for the sale, marketing, storage or advertising of petroleum fuels or motor oils, and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises.

This deed is also subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises (collectively, "Grantee", for purposes of these reservations, restrictions and conditions):

1. Speedway SuperAmerica LLC, its successors and assigns ("Grantor") reserves the right to enter upon the premises, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons at the premises. Seller shall use its best effort to provide notice to Buyer when it plans to enter the Premises to conduct Corrective Action. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency. In performing any Corrective Action at the premises, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup/remediation standards, guidelines or criteria or revised federal cleanup/remediation standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the premises. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater at the premises, requiring that the use of the premises remain commercial/industrial, or requiring the premises, or a portion of the premises, to

be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded on the premises as part of Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises. Grantee agrees that Grantee will not engage in any activity which would unreasonably interfere with Grantor's performance of any Corrective Action at the premises. In the event that Grantee unreasonably interferes with Grantor's performance of Corrective Action, Grantee agrees to pay Grantor for the reasonable costs incurred by Grantor as a result of any such interference, including, but not limited to, costs to replace monitoring wells that are damaged or destroyed by Grantee's activities.

2. The use of the premises shall be restricted solely to industrial/ commercial use., provided, however, Buyer may use the Premises for any municipal purpose, as long as no residential structures are constructed on the Premises.

3. The installation and/or existence of potable wells on the premises is prohibited. The groundwater underneath the premises shall not be used for any purpose whatsoever. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action.

4. Provided that Grantee reasonably performs its obligations set forth herein, Grantee shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims including, but not limited to, any and all claims and statutory causes of action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the state law equivalents of such acts, state and federal underground storage tank laws and regulations and all other environmental laws and regulations, all as amended. This release shall not apply to claims of breach of that certain Offer to Purchase (including Exhibit "B") dated August 19, 2004, between Grantor and Grantee that may arise in the future.

5. Grantee agrees to adhere to, and comply with, the terms of any closure or no further action/remediation letter or determination from the Agency regarding Grantor's performance of Corrective Action.

6. Grantee hereby agrees to defend (with counsel reasonably acceptable to the Released Parties), indemnify and hold the Released Parties (as defined above) harmless from and against any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees) or penalties that result from, arise out of or relate in any way to any violation of the reservations, restrictions and/or conditions contained in this deed.

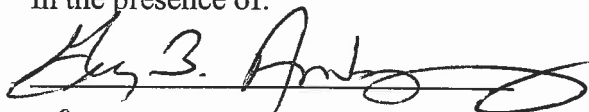
7. In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Grantor and Grantee as evidenced by the above reservations, restrictions and conditions.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Managers of Grantor, to execute and deliver this deed; that Grantor has full company capacity to convey the real estate described herein; and that all necessary company requirements for the making of such conveyance have been satisfied.

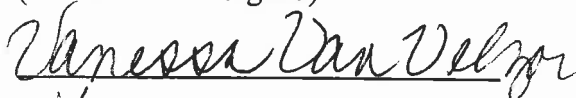
Grantor for itself and its successors and assigns will warrant and forever defend all and singular the premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, said company sets its hand this 18 day of November, 2004.

Signed and acknowledged
In the presence of:

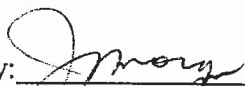


Greg B. Amburgey
(Print Name as Signed)



Vanessa Van Velzor
(Print Name as Signed)

SPEEDWAY SUPERAMERICA LLC

By: 
Name: J.T. Morgan
Title: Sr. Vice President - Operations



BOOK 3744 PAGE 919

STATE OF OHIO }
 }SS.
COUNTY OF CLARK }

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Speedway SuperAmerica LLC, a Delaware limited liability company, by J.T. Morgan, its Sr. Vice President - Operations, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Enon, Ohio, this 18 day of November, 2004.

Natalie A Webster
Notary Public



NATALIE A. WEBSTER, Notary Public
My Commission Expires: In and for the State of Ohio
My Commission Expires March 28, 2007

This Instrument Prepared By: P. C. Claypool, Esquire, 539 South Main Street,
Findlay, OH 45840

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 513976 Type: DEED
Filed: 12/17/2004 13:15:51 \$ 52.00
OR Volume: 3744 Page: 916 Return: M
Rec#: 27547 Pages: 5
MOOD & LAMPING

BOOK 3744 PAGE 920

TRANSFERRED

DEC 17 2004

SEC. 319.202 COMPTROLLER
MICK NELSON Auditor
WARREN COUNTY OHIO