

THIS INSTRUMENT PREPARED BY:

SEND TAX NOTICE TO:

Karen B. Johns, Esq.
Spain & Gillon, L.L.C.
2117 Second Avenue, North
Birmingham, Alabama 35203

Star Car Care, Inc.

1128 SEQUOIA TRAIL
ALABASTER, AL. 35007

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred Ninety Two Thousand and No/100 Dollars (\$192,000.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, **VALLEYDALE ASSOCIATES, LTD.**, an Alabama limited partnership (herein referred to as Grantor), does grant, bargain, sell and convey unto **STAR CAR CARE, INC.**, an Alabama corporation (herein referred to as Grantee), the real estate described on Exhibit "A" attached hereto and incorporated herein by this reference, and which is situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns, forever.

And Grantor does for itself and for its successors and assigns, covenant with the said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as set forth on Exhibit "A"; that Grantor has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

Grantee represents, warrants and covenants as follows:

1. Grantee shall not discharge, disburse, release, dispose of, or allow to escape (whether intentionally, accidentally or unintentionally and whether suddenly or otherwise) (collectively referred to as a "Release") any pollutants, petroleum, hazardous waste or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et. seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901-6987, Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("SARA"), Toxic Substances Control Act, as now or hereafter amended ("TSCA"), or state superlien for environmental cleanup or disclosure statutes or any other federal, state or local statute, ordinance or regulation relating to protection of the environment (all such laws, rules and regulations being referred to collectively as "Environmental Laws") including any solid,

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Land Title

semi-solid, liquid, gaseous, or thermal irritant, or contaminant such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned, or reclaimed) (collectively "Substances") on the shopping center property which is owned by Grantor and which is adjacent to the property conveyed in this deed (the "Shopping Center").

2. Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands, judgments, demands for contribution, settlements, damages, actions, causes of actions, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs, including, without limitation, expenses of any cleanup, removal or remedial action, all attorney fees, cost, and expenses of Grantor including such fees and expenses during any bankruptcy or appellate proceedings, and all expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property or business or damage to natural resources, in connection with the property conveyed herein (the "Property") or the Shopping Center or the activities of the Grantee, or parties in a contractual relationship with the Grantee, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of the Grantor, which activity:
 - (a) Arises out of the actual, alleged or threatened dispersal, Release, storage, treatment or generation of any Substance;
 - (b) Actually or allegedly arises out of the use, specification or inclusion of any product, material or process containing chemicals in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement of any pollution source, or the replacement or removal of any soil, water, surface water, or groundwater containing chemicals; or
 - (c) Arises out of the actual, alleged or threatened violation of any of the Environmental Laws.

Grantee shall i) bear, pay and discharge when and as the same shall become due and payable, any and all such judgments or claims for damages, penalties or otherwise against the Grantor described herein; ii) hold Grantor harmless for those judgments or claims; iii) assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of the occurrences set forth above; and iv) immediately notify Grantor if the undersigned becomes aware of (A) the presence of any Hazardous Substances or other environmental problems or liability with respect to the Property or the Shopping Center or any property that is affected by or proximate to the Shopping Center, or (B) any lien, action or notice resulting from violation or alleged violation of, or action pursuant to, any Environmental Laws as the same pertains to the Shopping Center; or (C) the institution of any investigation, inquiry or proceeding concerning Grantee or the Property or the Shopping Center pursuant to any Environmental Laws, or (D) the discovery of any occurrence,

condition or state of facts which would render any representation contained herein incorrect in any respect if made at the time of such discovery.

3. All structures built on the Property shall be aesthetically complementary to and harmonious with the adjacent shopping center owned by Grantor. In this regard, prior to commencement of construction of any structure on the Property, Grantee must obtain Grantor's approval of the aesthetic design of the structure(s), which approval shall not be unreasonably withheld.

The foregoing representations, warranties and covenants shall run with the Property and shall be binding upon Grantee, its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this the 14th day of May, 1999.

VALLEYDALE ASSOCIATES, LTD., an Alabama limited partnership

By: VALLEYDALE, INC., an Alabama corporation

By: E. Paul Stengel Jr.
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that E. Paul Stengel, Jr., whose name as President of VALLEYDALE, INC., an Alabama corporation, as General Partner of VALLEYDALE ASSOCIATES, LTD., an Alabama limited partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 14 day of May, 1999.

[SEAL]

Kam B. John
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/14/2002

EXHIBIT "A"
TO
WARRANTY DEED

Lot 3, according to the Survey of Valleydale Market Place, as recorded in Map Book 16, page 117, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes for 1999 and subsequent years, which are not yet due and payable.
2. Declaration of Restrictive Covenants recorded as Instrument # 1999/18476 in the Probate Office of Shelby County, Alabama.
3. Mineral and mining rights and rights incident thereto recorded in Volume 184, page 388, Volume 184, page 398, and Volume 177, page 176, in the Probate Office of Shelby County, Alabama.
4. Right of Way granted to Alabama Power Company by instrument recorded in Volume 129, page 560 and Real 248, page 779 in the Probate Office of Shelby County, Alabama.
5. Declaration of covenants regarding ingress and egress executed by and between Valleydale Associates, Ltd. and Shop-a-Snak Food Mart, Inc., recorded in Instrument 1992-09475, in the Probate Office of Shelby County, Alabama.
6. Restrictive covenant agreement executed by and between Valleydale Associates, Ltd. and Shop-a-Snak Food Mart, Inc., recorded in Instrument 1992-09474, in the Probate Office of Shelby County, Alabama.
7. Easement as shown by recorded Map Book 16, page 117, consisting of:
 - (a) Ingress and egress easement and sanitary sewer easement along South and West lines of Lot 3;
 - (b) Storm drainage and utility easement on Northeast corner of Lot 3.
8. Restrictions contained in that certain Memorandum of Lease between Harco Drug, Inc. and Valleydale Associates, Ltd., an Alabama limited partnership, filed for record 2-18-93, recorded in Instrument 1993-04783, in the Probate Office of Shelby County, Alabama.
9. Restrictions contained in that certain Short Form Lease between Winn-Dixie Montgomery, Inc. and Valleydale Associates, Ltd., an Alabama limited partnership, recorded in Instrument #1995-10844 in the Probate Office of Shelby County, Alabama.

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