

401:245

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Inst # 1999-45190

GRANT OF EASEMENT RIGHT OF WAY
RELEASE OF RIGHT OF WAY EASEMENTS

This instrument, by and between 3-M Developers, L.L.C., an Alabama limited liability company ("3-M"), and Colonial Pipeline Company, a Delaware corporation ("Colonial"), is dated as of the 25th day of October, 1999.

BACKGROUND

The First Easement. By instrument dated October 19, 1962, recorded in Book 222, at Page 826, in the Probate Office of Shelby County, Alabama, Rhett G. Barnes and wife, Frances M. Barnes, Rhett G. Barnes, Jr. and wife, Peggy Ann G. Barnes, and Bettye Sue Barnes Wright and husband, Charles L. Wright, granted to Colonial an easement for a pipeline right of way ("First Easement") on, over and through a tract of land located in Sections 23 and 24, Township 20, Range 3 West, Shelby County, Alabama, and more particularly described in the First Easement, a copy of which is attached as Exhibit "A."

The Second Easement. By instrument dated July 6, 1971, recorded in Book 268, at Page 811, in the Probate Office of Shelby County, Alabama, Rhett G. Barnes, Frances M. Barnes, Rhett G. Barnes, Jr., Peggy Barnes, Bettye B. Wright and Lindell Wright, granted to Colonial an easement for a pipeline right of way ("Second Easement") on, over and through a tract of land located in Sections 23 and 24, Township 20, Range 3 West, Shelby County, Alabama, more particularly described in the Second Easement, a copy of which is attached as Exhibit "B."

The Grantors of the First Easement and the Second Easement have since conveyed their interests in the property on which the two easements lie and that property is now vested in 3-M Developers, L.L.C.

11/02/1999-45190
11:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

016 NMS 47.00

The Second Easement contained two scrivener's errors: (i) the dimensions of the easement are inadequately described; and (ii) the legal description erroneously describes the easement as lying in the North Half of the Northeast Quarter of Section 24, Township 20 South, Range 3 West, rather than the South Half of the Northeast Quarter of Section 24, Township 20 South, Range 3 West.

The pipelines laid pursuant to rights granted under the First Easement and the Second Easement have now been installed and are shown on an engineer's drawing that has been attached as Exhibit "C."

Colonial and 3-M have agreed to enter into an instrument correcting the scrivener's error in the Second Easement and also to provide a description that conforms more precisely with the pipeline as laid. It is the purpose of this instrument to grant a pipeline easement to Colonial that will accommodate the two pipelines as laid pursuant to the First Easement and Second Easement, and having done so, to vacate and void the First Easement and Second Easement divesting Colonial of any interest in the property of 3-M not granted herein.

NOW, THEREFORE, in order to correct the scrivener's errors recited above and for other good and valuable consideration:

1. 3-M Developers, L.L.C. does hereby grant, bargain, sell, and convey unto Colonial Pipeline Company, a Delaware corporation, its successors and assigns, an easement for a right of way for pipelines with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline for the transportation of liquids and/or gases as described on the attached Exhibit "D."

3-M covenants that the cover over the pipeline and right of way will not exceed eight (8) feet. This depth will include the existing cover. In the area where the lines appear to be very deep, Colonial will allow removal of cover to within four (4) feet of the shallowest line. The finish grade elevation horizontally across the right of way should remain as near constant as possible.

It is understood and agreed that Colonial has the right to construct, operate and maintain an additional pipeline or pipelines within the boundaries of this Easement.

The rights herein granted to Colonial may be assigned in whole or in part.

Colonial agrees to repair or pay for any actual damage which may be done to timber, fences, buildings, or other structures directly caused by Colonial exercising any rights herein granted.

Further, it is agreed that where roadways and parking areas encroach over the right of way the pipelines will be excavated, inspected and recoated at the encroaching parties' expense.

All work on Colonial's right of way must be coordinated forty-eight (48) hours in advance with Colonial's facility in Pelham.

3-M, its successors and assigns, covenant and agree that it will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on 3-M, its successors and assigns.

2. Colonial Pipeline Company, a Delaware corporation, hereby vacates and voids those portions of the easements and rights of way granted to it under the First Easement and Second Easement that lie within the property described in that certain Warranty Deed from Peggy G. Barnes, Charles Lindell Wright and Bettye B. Wright to Cambrian Ridge, LLC, recorded as Instrument Number 1997-11075, attached as Exhibit "E," and releases and quit-claims to 3-M Developers, L.L.C., its successors and assigns, all interest in the lands described in such deed.

The foregoing additional grants, terms and conditions shall not, in any manner whatsoever, diminish or detract from the present rights of Colonial with respect to said retained strip of land, it being intended that the same shall be supplementary to presently existing rights, terms and conditions of the original easement grants (First and Second Easement first recited herein), whether express or implied therein; provided, however, that it is understood that neither the First Easement, Second Easement, nor this

instrument grants Colonial any easement rights outside the boundaries of the easement described on the attached Exhibit "D" and shown on the attached Exhibit "C."

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this the 25th day of October, 1999.

WITNESSES:

Lorine S. Cantrell

Lorine S. Cantrell

Lorine S. Cantrell

John H. Martin

3-M DEVELOPERS, L.L.C., an Alabama limited liability company

By: *Roy L. Martin*
Roy L. Martin, as Manager

By: *Jack A. McGuire*
Jack A. McGuire, as Manager

By: *Donald R. Murphy*
Donald R. Murphy, as Manager

COLONIAL PIPELINE COMPANY, a Delaware corporation

By: *Raymond J. Duncanson*
As its: *Rightful Attorney & 1st Secretary*

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, Jack A. McGuire, and Donald R. Murphy, whose names as Managers of 3-M Developers, L.L.C., an Alabama limited liability company, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, as such Managers and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 25th day of October, 1999.



Notary Public

My Commission Expires: 7-14-2003

STATE OF Georgia)
COUNTY OF Cobb)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GARY L. GLAUZ, whose name as Right of Way Atty Asst. Corp. Sec of Colonial Pipeline Company, a Delaware corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 26th day of October, 1999.



Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires August 5, 2000

My Commission Expires: _____

453

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other valuable consideration

the receipt of which is hereby acknowledged. Rhett G. Barnes and wife, Frances L. Barnes, Charles L. Barnes, Jr. and wife, Peggy Ann G. Barnes, and Bettye Sue Barnes

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipeline right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline for the transportation of liquids and/or gases on, over, and through the following described lands of which Grantors warrant they are the owners in fee simple

situated in Shelby County, State of Alabama, to-wit:

The lands described on the sheet attached hereto below

and identified by the signatures of the grantors thereon:

All the $\frac{1}{2}$ of the $\frac{3}{4}$ of the NE $\frac{1}{4}$ lying West of the Atlantic Coast Line Railroad; All that part of the $\frac{3}{4}$ of the NE $\frac{1}{4}$ and of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the NE $\frac{1}{4}$ lying East of the centerline of the paved county road known as the Fango Hollow Road running through said NE $\frac{1}{4}$; All that part of the $\frac{3}{4}$ of the NE $\frac{1}{4}$ lying South of the centerline of Alabama State Highway No. 52; All of the $\frac{3}{4}$ of the NE $\frac{1}{4}$ lying South of Leavine Creek; All of the $\frac{3}{4}$ of the NE $\frac{1}{4}$ lying South of Leavine Creek and East of the L & N Railroad except the highway right of way; All that part of the $\frac{1}{2}$ of the SW $\frac{1}{4}$ lying East of Highway 31; All lands owned by us, or by any of us, in the $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying East of the West or Southwest right of way line of the Atlantic Coast Line Railroad; all of the aforementioned lands being in Section 24, Township 20, Range 3 West;

Also that portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 24 and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 20, Range 3 West, described as follows: Commencing at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 23, thence along the South line of the last mentioned $\frac{1}{4}$ South 89 deg. 15' West to Buck Creek; thence down Buck Creek by 5 lines as follows: North 24 deg. 30' East 66.3 feet; North 43 deg. 15' East 104 feet; thence North 59 deg. 45' East 76.7 feet; thence North 89 deg. 45' East 36.7 feet; thence South 73 deg. 15' East 231.3 feet; thence North 89 deg. 15' East 220.7 feet; thence South 6 deg. 15' East 144.3 feet; to the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 24; thence South 89 deg. 15' West to point of beginning.

Identified:

Charles L. Barnes

Frances M. Barnes

Bettye Sue Barnes Knight

Rhett G. Barnes Jr.

Peggy Ann G. Barnes

Exhibit A

BOOK 222 PAGE 827

Said right of way and easement shall be 100 feet in width, the same to be 35 feet in width on the northerly side and 65 feet in width on the southerly side of the center line of the first pipeline (grantee's main pipeline) to be constructed by grantee which shall run in a general Northeasterly and Southwesterly direction and in a general Easterly and Westerly direction, substantially as the same is now surveyed and staked out across the said property of grantors and the construction of which pipeline it is contemplated will be commenced within the next few months. When the construction of the first pipeline to be laid in said right of way and easement shall have been completed, such right of way and easement will thereupon immediately and automatically be reduced to fifty (50) feet in width, the same to be 15 feet in width on the northerly side of the center line of the first pipeline so constructed and 35 feet in width on the southerly side thereof.

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct any obstructions, engineering works, or other structures over said pipe line nor permit the same to be done by others.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other water course.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed

by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$1.00 per rod for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and conditions as set forth in this Right of Way Easement.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to

the credit of said Grantors, or any one of them, in the Exchange Security Bank of Birmingham, Ala. and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditions, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 19th day of October, 1942

Signed, sealed, and delivered in the presence of

George D. Maynard

Charles H. Wright (Seal)
Frances D. Warner (Seal)
Betty Sue Warner Wright
Phyllis G. Warner Jr. (Seal)
Peggy Ann G. Warner (Seal)
Grantee's

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, in and for said ~~County~~
~~in said State~~, hereby certify that Frances M. Barnes
whose name is signed to the foregoing instrument and who
is known to me, acknowledged before me on this day that,
being informed of the contents of the instrument, she executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19th
day of October, 1962.

George D. Maynard
Notary Public, State of Large

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, in and for said ~~County~~
~~in said State~~, hereby certify that Rhett G. Barnes, Jr.
whose name is signed to the foregoing instrument and who
is known to me, acknowledged before me on this day that,
being informed of the contents of the instrument, he executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19th
day of October, 1962.

George D. Maynard
Notary Public, State of Large

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, in and for said ~~County~~
~~in said State~~, hereby certify that Peggy Ann G. Barnes
whose name is signed to the foregoing instrument and who
is known to me, acknowledged before me on this day that,
being informed of the contents of the instrument, she executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19th
day of October, 1962.

George D. Maynard
Notary Public, State of Large

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, in and for said ~~County~~
~~in said State~~, hereby certify that Betty Sue Barnes Wright
whose name is signed to the foregoing instrument and who
is known to me, acknowledged before me on this day that,
being informed of the contents of the instrument, she executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12th
day of October, 1962.

George D. Maynard
Notary Public, State of Large

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/17/62
10/21/62
RECORDED & S. & M. TAX
& S. & M. TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Joubert
JUDGE OF PROBATE

BOOK 222 PAGE 823

348
RIGHT OF WAY EASEMENT

2-401-245 & 2-402-2

FOR AND IN CONSIDERATION OF One Hundred Ninety-Six and No/100----- DOLLARS,

the receipt of which is hereby acknowledged, and the further consideration as set forth below and to be paid within the period hereinafter provided, Thett G. Barnes, et ux, Frances Barnes;
Lindell Wright, et ux, Bettye B. Wright;

Thett G. Barnes Jr., et ux, Peggy Barnes and each and every other person whose name as a Grantor is affixed hereto, hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipeline right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipeline for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being 50 feet in width and extending feet on the side and feet on the side of the center line of the pipeline to be installed hereunder, together with the right to use a strip of land feet in width adjacent to the said right of way (upon the side thereof selected by Grantee) and running the length thereof, as temporary work space during construction of said pipeline; all on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Shelby County, state of Alabama to-wit:

The North Half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$), Section 24, Township 20 South, Range 3 West, lying East of the centerline of a paved county road known as Fungo Hollow Road. All of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 24, lying South of Peavine Creek and all of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$), Section 24, lying South of Peavine Creek and East of the L & N Railroad except for highway right of way all in Section 24, Township 20 South, Range 3 West. Also that portion of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section 24 and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 23, Township 20 South, Range 3 West, described as follows: Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section 23, thence along the South line of the last mentioned 40 South 89° 15' West to Buck Creek; thence down Buck Creek by 5 lines as follows: North 24° 30' East 99.3 feet; North 43° 15' East 104 feet; thence North 59° 45' East 78.7 feet; thence North 89° 45' East 36.7 feet; thence South 73° 15' East 231.3 feet; thence North 89° 15' East 220.7 feet; thence South 6° 15' East 144.3 feet; to the South line of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section 24; thence South 89° 15' West to point of beginning.

Right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, their heirs and assigns.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the pipe line has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

The pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other watercourse.

This instrument constitutes a present easement grant, subject to the condition, however, that unless (at Grantee's election) on or before , 19 Grantee shall pay or tender to Grantors the further sum of \$ as additional consideration, in the manner herein-after provided, the estate, easements, rights and privileges herein granted shall cease and terminate and shall revert to Grantors. Prior to such tender or payment of such additional consideration, Grantee shall not construct any pipe line upon the said property, but Grantee may enter upon the property for the purpose of making surveys and performing work incidental thereto to locate the route of the pipe line to be constructed.

Exhibit B

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them, in the _____ Bank of _____ and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said Grantee, its successors and assigns, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals, this 6th day of July, 1971.

Signed, sealed, and delivered in the presence of:

Francis D. Barnes (SEAL)
Lindell Wright (SEAL)
Betty B. Wright (SEAL)
Rhett G. Barnes Jr. (SEAL)
Peggy Barnes (SEAL)
Grantors

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF MONROE

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that

Rhett G. Barnes, Jr. and Peggy Barnes

are whose names are signed to the foregoing instrument and who
are known to me, acknowledged before me on this day that, being informed of the
contents of the instrument, they executed the same voluntarily on the day it
same bears date.

Given under my hand and official seal, this the 7th day of July, 1971

(SEAL) My Commission Expires
April 12, 1972

David S. Dillinger
Notary Public

STATE OF ALABAMA

SS

COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby
certify that Rhett G. Barnes, et ux, Francis Barnes; and
Lindell Wright, et ux, Betty B. Wright whose names

are signed to the foregoing instrument and who are known to me,
acknowledged before me on this day that, being informed of the contents of the instru-
ment, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 7th day of July, 1971.

1971.

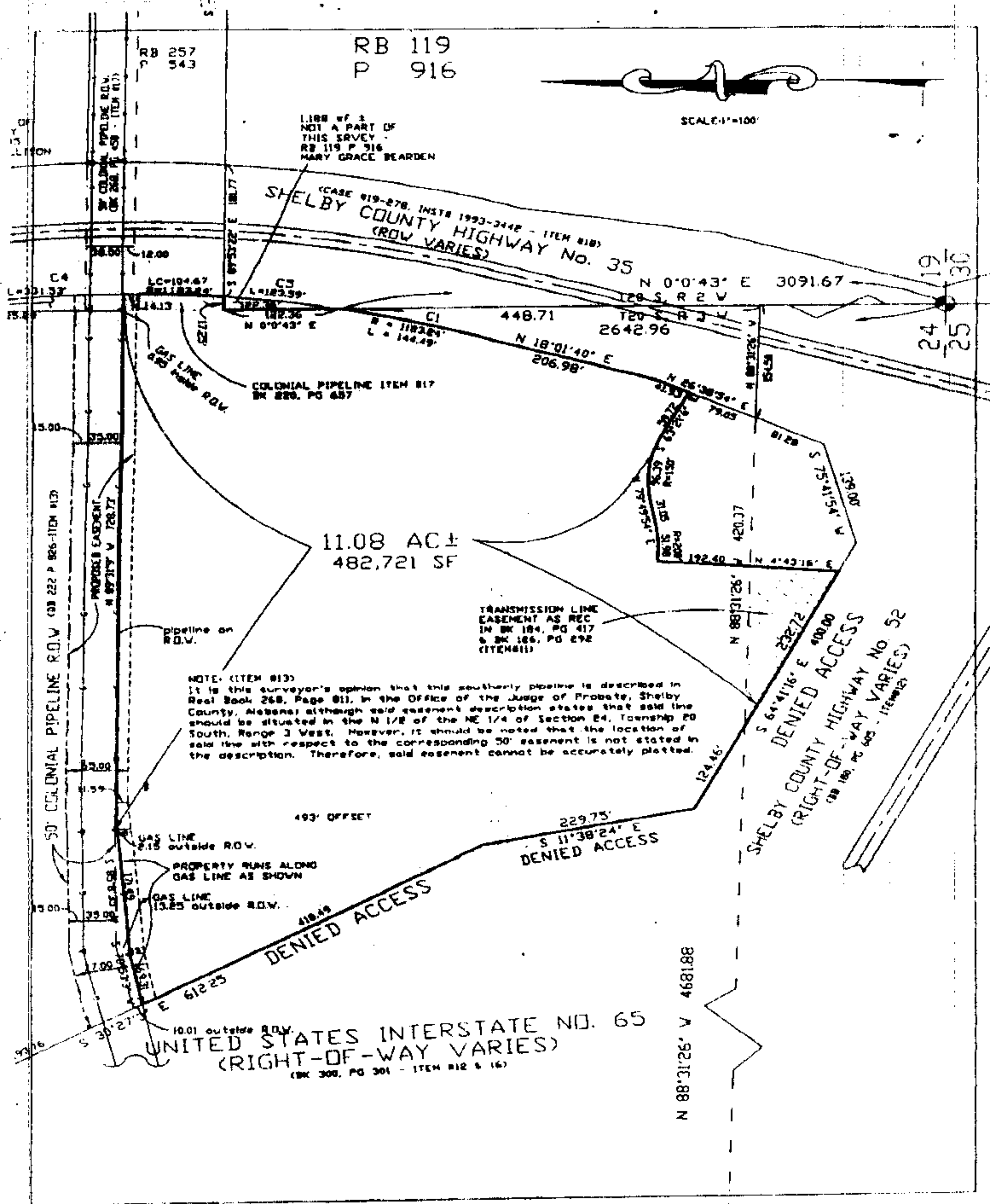


Exhibit C

STATE OF ALABAMA
SHELBY COUNTY

OCTOBER 21, 1999

PROPOSED EASEMENT

AN EASEMENT LOCATED IN THE NE1/4-SE1/4 AND THE SE1/4-NE1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND THE SW1/4-NW1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE N 0° 00' 43" E ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 3214.03'; THENCE S 89° 53' 22" E A DISTANCE OF 17.25' TO A POINT LYING ON THE WESTERLY ROW LINE OF SHELBY COUNTY HWY #35 (ROW VARIES); SAID POINT ALSO LYING ON A CURVE TO THE LEFT HAVING A RADIUS OF 1183.24' AND SUBTENDED BY A CHORD WHICH BEARS N 2° 51' 16" E A CHORD DISTANCE OF 90.52'; THENCE ALONG THE ARC OF SAID CURVE AND SAID ROW LINE A DISTANCE OF 90.54' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF AFORESAID CURVE AND SAID ROW LINE A DISTANCE OF 65.03'; THENCE LEAVING SAID ROW LINE N 89° 18' 31" W A DISTANCE OF 692.92'; THENCE S 88° 58' 06" W A DISTANCE OF 201.35'; THENCE S 78° 53' 03" W A DISTANCE OF 107.60' TO A POINT LYING ON THE EASTERLY ROW LINE OF U.S. HWY #66 (ROW VARIES); THENCE S 30° 27' 03" E ALONG SAID ROW LINE A DISTANCE OF 81.60'; THENCE LEAVING SAID ROW LINE, N 78° 53' 03" E A DISTANCE OF 63.23'; THENCE N 86° 08' 35" E A DISTANCE OF 206.81'; THENCE N 89° 18' 31" E A DISTANCE OF 691.59' TO THE POINT OF BEGINNING.

EXHIBIT "D"

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Cambrian Ridge, LLC
Post Office Box 9
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, paid to the undersigned grantors, Peggy G. Barnes, a widow, Charles Lindell Wright (one and the same person as Lindell Wright) and wife, Bettye B. Wright ("Grantors"), by Cambrian Ridge, LLC ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantors do by these presents, grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama (the "Premises"), to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO: (1) Current Taxes; (2) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 184, at Page 417, Deed Book 195, at Page 282 and Deed Book 126, at Page 292, in Probate Office; (3) Right(s)-of-Ways granted to Colonial Pipeline by instrument(s) recorded in Deed Book 222, at Page 826, and Deed Book 268, at Page 811, in Probate Office; (4) Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 180, at Page 605, and Deed Book 300, at Page 301, in Probate Office; (5) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 36, Page 426, and Deed Book 23, Page 525, in Probate Office; (6) All existing, future or potential common law or statutory rights of access between the right of way of I-65 and subject property as conveyed and relinquished to the State of Alabama; (7) Less and except any portion sold to the State of Alabama for highway right-of-way as set out in Deed Book 300, at Page 301, in Probate Office; (8) Encroachment of pond off of the land as shown by the Survey of Robert D. Farmer, dated January 16, 1997.

\$ 580,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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

And Grantors do for themselves, their heirs and assigns, covenant with Grantee, its successors and assigns, that they are lawfully seized in fee simple of the Premises; that the Premises are free from all encumbrances, except as noted above; that Grantors have a good right to sell and convey the Premises as aforesaid; that Grantor will, and their heirs and assigns shall,

Exhibit "E"

04/10/1997-11075
08:50 AM CERTIFIED
SHELBY COUNTY JUNE 7 PROBATE
165.50

Inst # 1997-11075

warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned have executed this conveyance on this the 31st day of March, 1997.

WITNESSES:

[Signature]

Peggy G. Barnes
Peggy G. Barnes

[Signature]

Charles Lindell Wright
Charles Lindell Wright

[Signature]

Bettye B. Wright
Bettye B. Wright

STATE OF ALABAMA)
COUNTY OF Coffee)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Peggy G. Barnes, a widow, whose name 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 the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27 day of March, 1997.

Virginia W. Wood
Notary Public

My Commission Expires: 11-20-99

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Lindell Wright and wife, Bettye B. Wright whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 31st day of March, 1997.

[Signature]
Notary Public

My Commission Expires: 5/23/99

Commence at the NE Corner of the SE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West; thence S 00deg-00'-43" W along the easterly boundary of said 1/4-1/4 section a distance of 420.41' to the intersection of said 1/4-1/4 boundary line and the southwesterly right-of-way line of Shelby County Highway No. 35 (R.O.W. Varies), said point being the POINT OF BEGINNING; thence continue along the last described course a distance of 452.31' to the northwesterly right-of-way line of said highway, and a point on a curve to the right having a radius of 1183.24' and a central angle of 6deg-59'-48"; said curve being non-tangent to the last described course; thence along said right-of-way line and the arc of said curve a distance of 141.49', said arc subtended by a chord which bears S 14deg-31'-46" W a distance of 144.40', to the end of said curve and a concrete monument; thence S 18deg-01'-40" W along said right-of-way line a distance of 206.98'; thence S 26deg-38'-54" W along said right-of-way line a distance of 120.98' to the southerly boundary of said 1/4-1/4 section; thence N 88deg-11'-26" W along said southerly boundary a distance of 420.37' to the northeasterly right-of-way line of Shelby County Highway No. 52 (R.O.W. Varies), said right-of-way line being a line of denied access; thence N 64deg-41'-16" W along said right-of-way line and denied access line a distance of 124.46' to the northeasterly right-of-way line of United States Interstate No. 65 (R.O.W. Varies); thence N 11deg-38'-24" W along said right-of-way line of United States Interstate No. 65 and leaving said right-of-way line belonging to Shelby County Highway No. 52 a distance of 229.75' to a concrete monument; thence N 30deg-27'-03" W along said interstate right-of-way line a distance of 612.25' to a concrete monument and a point on a curve to the right having a radius of 5519.58' and a central angle of 5deg-47'-25"; said curve being non-tangent to the last described course; thence along said interstate right-of-way line and the arc of said curve a distance of 557.80', said arc subtended by a chord which bears N 01deg-31'-12" W a distance of 557.56', to the end of said arc and a point on the southeasterly right-of-way line of Shelby County Highway No. 15 (R.O.W.); thence N 37deg-21'-13" E along said right-of-way line and leaving said interstate right-of-way line a distance of 193.55'; thence S 53deg-25'-27" E and leaving said right-of-way line a distance of 181.68'; thence N 37deg-12'-32" E a distance of 240.33'; thence S 55deg-22'-18" E a distance of 18.71'; thence N 36deg-21'-01" E a distance of 167.02' to a point on the southwesterly right-of-way line of Shelby County Highway No. 35 (R.O.W. Varies); thence S 26deg-18'-15" E along said right-of-way line a distance of 359.77' to a concrete monument; thence S 00deg-24'-31" W along said right-of-way line a distance of 111.13' to a concrete monument; thence S 26deg-16'-27" E along said right-of-way line a distance of 100.30' to a concrete monument; thence S 48deg-07'-40" E along said right-of-way line a distance of 107.52' to a concrete monument; thence S 26deg-10'-33" E along said right-of-way line a distance of 115.19' to a concrete monument and a point on a curve to the right having a radius of 1183.24' and a central angle of 15deg-13'-04"; thence along said right-of-way line and the arc of said curve a distance of 314.27', said arc subtended by a chord which bears S 18deg-36'-59" E a distance of 313.34', to the end of said arc and the Point on Beginning.

SUBJECT TO a 50' Colonial Pipeline Right-of-Way.

SUBJECT TO a drainage easement as recorded in Deed Book 300, Page 301 in the Office of the Judge of Probate, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the NE Corner of the SE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West; thence S 00deg-00'-43" W along the easterly boundary of said 1/4-1/4 section a distance of 420.41' to the intersection of said 1/4-1/4 boundary line and the southwesterly right-of-way line of Shelby County Highway No. 35 (R.O.W. Varies), said point lying on a curve to the left having a radius of 1183.24' and a central angle of 15deg-13'-04"; thence along said right-of-way line and the arc of said curve a distance of 314.27', said arc subtended by a chord which bears N 18deg-36'-59" W a distance of 313.34', to the end of said curve and a concrete monument, said point being the POINT OF BEGINNING of the boundary of a drainage easement; thence N 26deg-18'-35" W along said right-of-way line a distance of 40.25'; thence S 63deg-41'-25" W and leaving said right-of-way line a distance of 50.00'; thence S 26deg-14'-50" E a distance of 50.00'; thence N 63deg-41'-25" E a distance of 50.00' to the southwesterly right-of-way line of said highway and a point on a curve to the left having a radius of 1183.24' and a central angle of 0deg-28'-20"; said curve being non-tangent to the last described course; thence along said right-of-way line and the arc of said curve a distance of 9.75', said arc subtended by a chord which bears N 25deg-59'-21" W a distance of 9.75', to the end of said curve, said point being the Point of Beginning.

PARCEL 2:

Commence at the NE Corner of the SE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West; thence S 00deg-00'-43" W along the easterly boundary of said 1/4-1/4 section a distance of 1321.48' to the northerly boundary of the NE 1/4 of the SE 1/4 of said section; thence N 88deg-11'-26" W along said northerly boundary a distance of 154.50' to the northwesterly right-of-way line of Shelby County Highway No. 35 (R.O.W. Varies), said point being the POINT OF BEGINNING; thence S 26deg-38'-54" W along said right-of-way line a distance of 81.28' to a concrete monument, said monument lying at the transition between said right-of-way line and the northeasterly right-of-way line of Shelby County Highway No. 52 (R.O.W. Varies); thence S 75deg-41'-54" W along said right-of-way transition a distance of 139.00' to a concrete monument and to said northeasterly right-of-way line of Shelby County Highway No. 52, said right-of-way line being a line of denied access; thence N 64deg-41'-16" W along said right-of-way line and denied access line a distance of 275.54' to the northerly boundary of said 1/4-1/4 section; thence S 88deg-31'-26" E along said southerly boundary a distance of 420.37' to the Point of Beginning.

Exhibit A

Inst # 1997-11075

04/10/1997-11075

08:50 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

1000

Inst # 1999-45190

11/02/1999-45190

11:20 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

47.00

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