20050720000364280 1/2 $578.50
Shelby Cnty Judge of Probate,AL
07/20/2005 04:16:40PM FILED/CERT

Send Tax Notice to:
Shelby West Industrial
Enterprises, L.L.C.
P.O. BOX 530487
BIRMINGHAM, AL 35253

This instrument was prepared by
(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW
(Address) COLUMBIANA, ALABAMA 35051

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Five Hundred Sixty-four Thousand, Two Hundred and 00/100 ($564,200.00) Dollars, to the undersigned grantor in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned **SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama** (herein referred to as grantor) does grant, bargain, sell and convey unto **Shelby West Industrial Enterprises, LLC** (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama to-wit:

Site 28, according to the Survey of Sites 26 & 28, Shelby West Corporate Park, as recorded in Map Book 35, Page 67, in the Probate office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING:
(1) General and special taxes or assessments for the year 2005 and subsequent years not yet due and payable.
(2) Declaration(s) of Covenants, Conditions and Restrictions for Shelby West Corporate Park as set out in instrument(s) recorded in Inst. No. 1996-38767 and Inst. No. 2001-20649 in the Probate Office, and Ins. No. 20050623000312460 in the Probate Office.
(3)Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 48 page 596 and Deed Book 58, page 373 in the Probate Office.
(4) Title to all minerals within and underlying the premises not owned by the grantor, together with all mining rights and other rights, privileges and immunities relating thereto, including but not limited to, rights set out in Deed Book 254, page 298 in the Probate Office.

(5) Building setback lines 50' from Corporate Woods Drive, 25' on the Southwesterly and 15' on the Northwesterly & Southeasterly sides.
(6) Easements as shown by plat, including a 50' easement on the Southwesterly side; 20' sanitary sewer easement on the Southeasterly side.
(7) Restrictions, limitations, conditions and other provisions as set out in Map Book 35 page 67 in the Probate Office.

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

And the undersigned does for itself, its successors and assigns, covenant with the said grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it 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.

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IN WITNESS WHEREOF, the said **SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama**, by its County Manager, Alex Dudchock, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 20th day of July, 2005.

SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama

By _____
Alex Dudchock, County Manager

Shelby County, AL 07/20/2005
State of Alabama

Deed Tax:$564.50

STATE OF ALABAMA
SHELLY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alex Dudchock, whose name as County Manager for Shelby County, Alabama, a political Subdivision of the State of Alabama, 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, in his capacity as such County Manager, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of July, 2005.

_____
Notary Public
(My commission expires: 10-6-08)