

63.00

Send Tax Notice To:

Camden Cove West, LLC
2086A Valleydale Terrace
Birmingham, AL 35244



20060905000434900 1/6 \$89.00
Shelby Cnty Judge of Probate, AL
09/05/2006 10:17:30AM FILED/CERT

Shelby County, AL 09/05/2006
State of Alabama

Deed Tax: \$63.00

STATE OF ALABAMA)
 :
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid in hand to **VULCAN LANDS, INC.**, a New Jersey corporation ("Grantor"), by **CAMDEN COVE WEST, LLC**, an Alabama limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee the land described on Exhibit A attached hereto and incorporated herein situated in Shelby County, Alabama; subject, however, to the exceptions listed on Exhibit B and the covenants, conditions, restrictions and agreements listed on Exhibit C attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto Grantee and its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, Grantor has caused this conveyance to be duly executed on this 29th day of August, 2006.

VULCAN LANDS, INC.

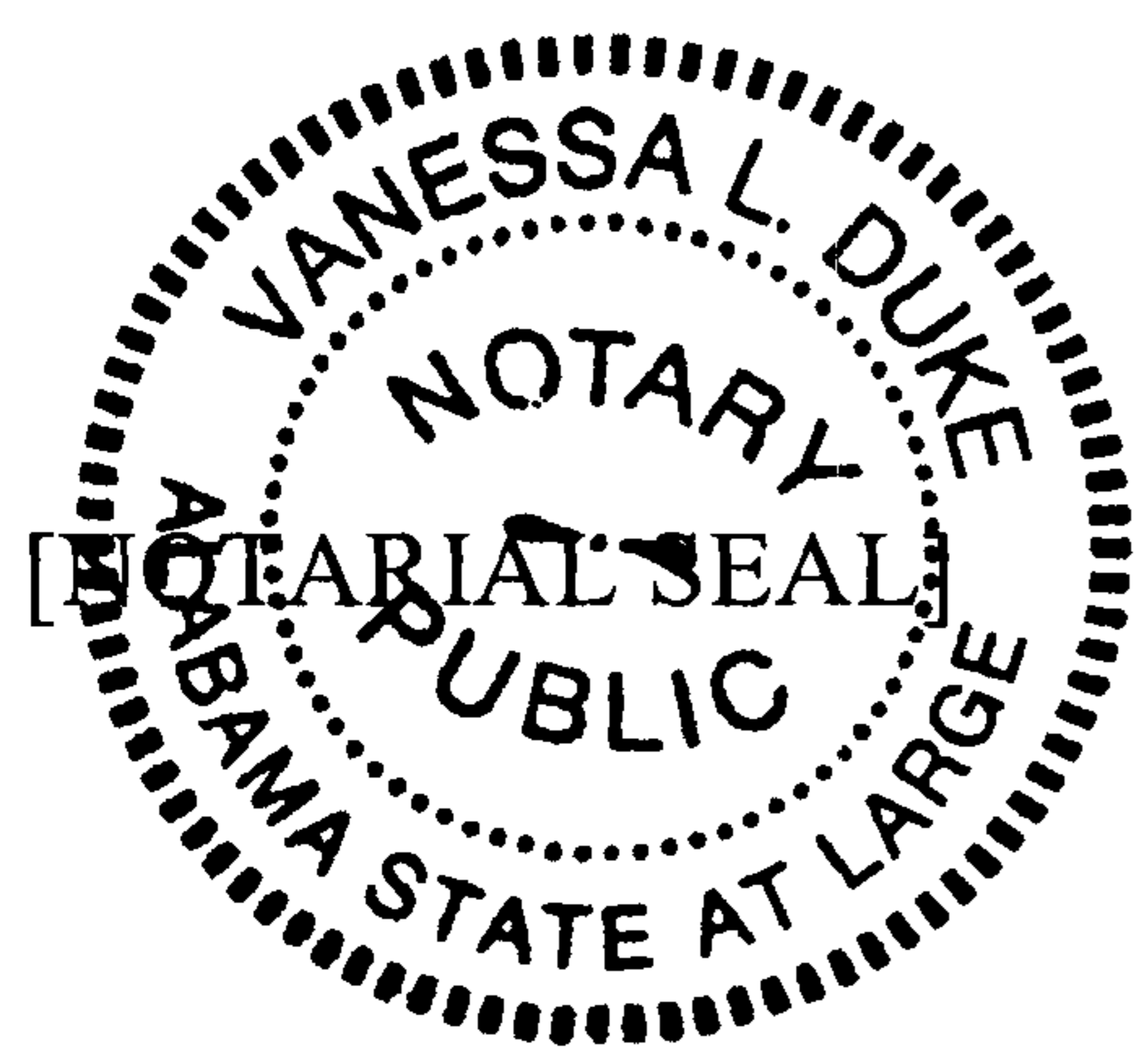
By: *Jay F. Peltz*
Its: *Vice President*

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STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jerry F. Perkins Jr., whose name as Vice President of VULCAN LANDS, INC., a New Jersey corporation, 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 said instrument, 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 official seal this 29th day of August, 2006.



Vanessa L. Duke
Notary Public

My commission expires: July 2, 2007

This instrument was prepared by:

Meade Whitaker, Jr.
1819 Fifth Avenue North
Birmingham, Alabama 35203

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land containing 5.54 acres, more or less, being part of the Northwest Quarter of the Northeast Quarter of Section 17, Township 22 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 17, Township 22 South, Range 2 West, Shelby County, Alabama and proceed Westerly along the Quarter line a distance of 430.89 feet; thence turn left 38 degrees 03 minutes 59 seconds Southwesterly and run a distance of 1130.49 feet to the POINT OF BEGINNING; thence turn left 50 degrees 16 minutes 16 seconds Southerly and run a distance of 622.34 feet along the West line of the Northeast quarter of the Northeast of Section 17 to the South line of said Quarter-Quarter; thence turn right 88 degrees 19 minutes 26 seconds Westerly and run a distance of 776.51 feet; thence turn right 141 degrees 56 minutes 50 seconds Northeasterly and run a distance of 1009.23 feet to the POINT OF BEGINNING.



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EXHIBIT B

EXCEPTIONS

1. Ad valorem property taxes for the tax year beginning on October 1, 2006, and all subsequent years.
2. Right of way granted to Alabama Power Company by instrument recorded in Deed Book 126, page 146; Deed Book 141, page 331 and Deed Book 209, page 505, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Easement to the Water Works Board of the Town of Calera, as set forth in Deed Book 186, page 246 in said Probate Office.

EXHIBIT C

RELEASE OF DAMAGES, COVENANT NOT TO SUE AND RELATED MATTERS

A. This conveyance is made upon the covenant and condition that no claim or right of action shall ever accrue to or be asserted by the Grantee or by the successors, assigns, heirs, legal representatives, lessees, tenants, agents, servants, employees, invitees, licensees or contractors of the Grantee or by the successors in title of the Grantee, for any past, present or future loss, damage, injury, trespass or nuisance to the land conveyed hereby or to any buildings, structures, property, pipelines, wells, other sources of water supply, water courses, utility installations or any other improvements or property of any kind whatsoever now or hereafter located on said land or to any owners, lessees, tenants, occupants or other persons in or upon said land or for any past, present or future loss, damage, injury, trespass or nuisance which in any way whatsoever is caused by or arises or results from or is connected with or is related to, directly or indirectly, (a) any past, present or future mining, quarrying or other activities and operations of the Grantor or its predecessors, successors, agents, servants, employees, assignees, licensees, lessees or contractors on the land conveyed hereby or on any land adjacent thereto or in the vicinity thereof, or (b) any past, present or future blasting, removal of ground water or removal of surface or subsurface materials including, without limitation, rock, stone, limestone, dolomite, granite, sandstone, sand and gravel, from said land or from any land adjacent thereto or in the vicinity thereof by the Grantor or its predecessors, successors, agents servants, employees, assignees, licensees, lessees or contractors or (c) any dust, fumes, gases, particles, deposits, smog, pollution, emissions or other matter, airborne or otherwise, or noise resulting or arising from any past, present or future mining, quarrying or other activities or operations of the Grantor or its predecessors, successors, agents, servants, employees, assignees, licensees, lessees or contractors or (d) any past, present or future soil or surface or subsurface conditions or defects of any kind whatsoever, known or unknown, including, without limitation, sinkholes, underground mines and geologic formations and conditions, on the land conveyed hereby or on any land adjacent thereto or in the vicinity thereof, or (e) any past, present or future distribution, generation, handling, importing, management, processing, production, refinement, release, storage, transfer, transportation, treatment, or use by the Grantor or its predecessors, successors, agents, servants, employees, licensees, lessees or contractors of any chemicals, pollutants, contaminants, hazardous substances, hazardous wastes or toxic substances of any kind, including, without limitation, all hazardous substances as defined in any federal, state or local law, rule or regulation and crude oil or fractions thereof, gasoline or any other petroleum product or byproduct, polychlorinated biphenyls, asbestos, or urea formaldehyde. The conveyance made hereby is subject to all such past, present or future loss, damage, injury, trespass or nuisance.

B. By the acceptance of this deed, the Grantee hereby (a) fully and forever releases and holds harmless the Grantor and all its predecessors, successors, affiliates (including, without limitation, Vulcan Materials Company and Vulcan Construction Materials, L.P.), agents, servants, employees, assignees, licensees, lessees and contractors from any and all claims, losses, damages, suits, judgments, costs and expenses of every kind whatsoever and however arising, whether based on negligence, strict liability, willful or wanton misconduct, trespass, nuisance or any other theory, in any way caused by or arising or resulting from or connected with or relating to any past, present or future activities, operations and mining or quarrying conducted by or on

behalf of the Grantor or by or on behalf of any of the predecessors or successors of the Grantor on or with respect to the land conveyed hereby or on or with respect to any land adjacent to or in the vicinity of the land conveyed hereby, including, without limitation, all actions, activities, events, conditions, circumstances and things described in Sections A and C of this provision, regardless of the manner in which the same are conducted, and (b) covenants and agrees not to sue, and waives all rights to maintain any suit at law or in equity, for any such losses, damages or claims.

C. By the acceptance of this deed, the Grantee acknowledges that the Grantor and its predecessors, successors, affiliates (including, without limitation, Vulcan Materials Company and Vulcan Construction Materials, L.P.), agents, servants, employees, assignees, licensees, lessees and contractors have operated, are operating and will in the future operate on land adjacent to or in the vicinity of the land conveyed hereby a quarry, a mine and other industrial activities, including, without limitation, (i) the mining, excavation, removal, crushing, washing, conditioning, processing and storage of rock, stone, limestone, dolomite, granite, sandstone, sand, gravel and other materials, (ii) blasting, (iii) the operation of asphalt plants, ready mix concrete plants and coal and coke distribution facilities, (iv) the transportation of the materials described in (i) above, and (v) the use of trucks and heavy equipment.

D. By the acceptance of this deed, the Grantee acknowledges that the Grantee has read and understands the foregoing provisions, that the Grantee has had ample opportunity to consider and ask questions about such provisions, that the Grantee has had ample opportunity to seek advice and counsel concerning such provisions and that the Grantee is accepting this deed with such provisions freely, voluntarily and with full knowledge and understanding thereof.

E. The foregoing provisions shall constitute a covenant running with the land that shall be binding on the Grantee and all successors in title of the Grantee and all other persons, firms, corporations or other entities holding under or through the Grantee.

F. The foregoing provisions are severable, and to the extent that any part of such provisions is declared by a court of competent jurisdiction to be unenforceable, the remainder of such provisions shall continue in full force and effect.