

SEND TAX NOTICE TO:

978

(Name) G & C Development Company  
137 West Oxmoor Rd. suite 407  
(Address) Birmingham, Al. 35205

This instrument was prepared by

(Name) James E. Roberts, Attorney  
(Address) 2230 Third Avenue, North Birmingham, Al. 35203-3877

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Thirty Seven Thousand Five Hundred Dollars... (\$37,500.00)

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, I-65 Investment Properties, A General Partnership

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Hubert W. Greene Jr. and Fred H. Clay Jr. (dba) G & C Development Company  
(herein referred to as grantee, whether one or more), the following described real estate, situated in  
County, Alabama, to-wit:  
SHELBY

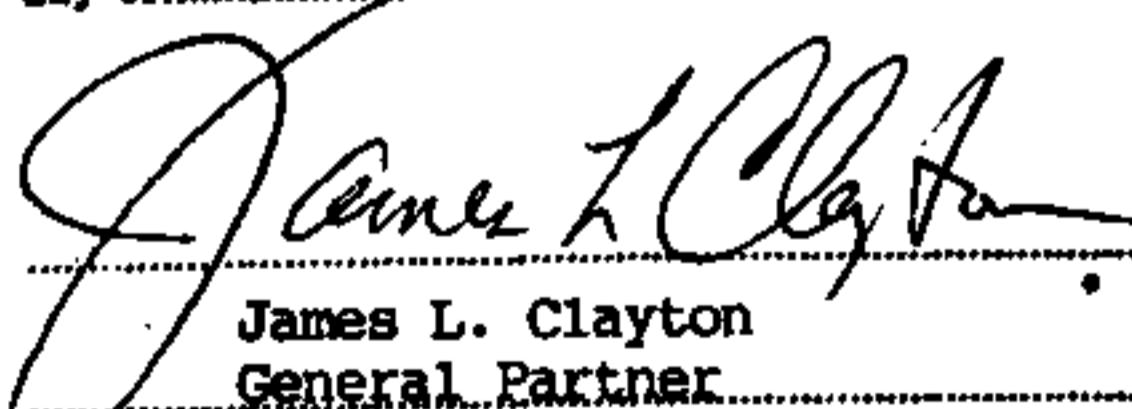
See Legal Description attached as Exhibit "A"

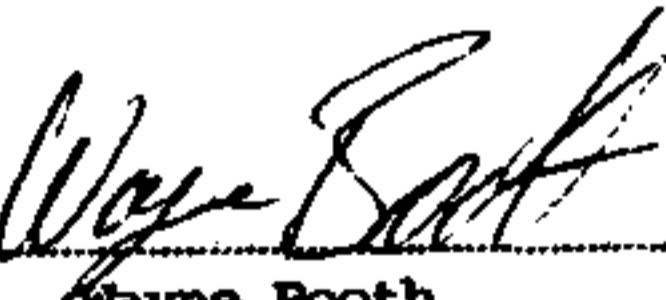
BOOK 94  
305 PAGE 94

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE(S), their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE(S), their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 13th day of August, 1990.

  
James L. Clayton  
General Partner  
(Seal)  
(Seal)

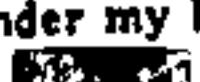
  
Wayne Booth  
General Partner  
(Seal)  
(Seal)

STATE OF ALABAMA  
Shelby COUNTY }

General Acknowledgment

I, Louise Bartlett, a Notary Public in and for said County, in said State, hereby certify that James L. Clayton & Wayne Booth, in their capacity as general partners whose name are Louise Bartlett, 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 in their capacity executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of August, A. D. 1990.



Louise Bartlett

Exhibit "A"

A part of the SW 1/4 of the SE 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southeast corner of the southwest quarter of the southeast quarter of Section 18, Township 21 South, Range 2 West, Alabaster, Shelby County, Alabama and run thence North 1 degree, 07'09" West along the east line of said 1/4 - 1/4 section 802.10' to the point of beginning of the property, Parcel G being described, thence continue along last described course a distance of 218.15' to a point, thence turn a deflection angle of 92 degrees, 25'00" left and run South 86 degrees, 27'51" West a distance of 608.43' to a point on the east line of Airpark Industrial Road, thence turn a deflection angle of 88 degrees, 48'25" left and run South 2 degrees, 20'34" East along said line of said street a distance of 218.00' to a point, thence turn a deflection angle of 91 degrees, 11'35" left and run North 86 degrees, 27'51" East a distance of 603.77' to the point of beginning.

Subject to:

1. Right of way to Shelby County as recorded in Volume 244, page 129 and Volume 239, page 237 in the Probate Office of Shelby County, Alabama.
2. Grantor acquired this property from the Mead Land Services, Inc. Incident to such conveyance, I-65 Investment Properties, Inc. agreed to release and hold Mead Land Services, Inc. harmless for any incident, injury or accident relating to any past mining operations. Grantee likewise releases Grantors on the same terms as recorded in Shelby County Real Volume 352, page 805.
3. It is the intention of the Grantors herein to convey to Grantees herein any mineral and mining rights incident thereto owned by Grantors.
4. Subject to the certain restrictive covenants, a copy of which is attached to this deed as Exhibit B and are incorporated by reference herein.

95  
305 PAGE  
BOOK

FESTRICTIVE COVENANTS ON THE AIRPARK  
INDUSTRIAL COMPLEX, SHULER COUNTY, ALABAMA  
OWNED BY I-65 INVESTMENT PROPERTIES

These covenants are promulgated by the owners of I-65 Investment Properties for the purpose of maintaining an attractive industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owners' request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be handled initially by the I-65 Investment partnership. Upon the project's completion I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the Airpark Industrial Complex who are actually in business in the subdivision. After all lots are sold, these individuals may from time to time make such changes as they deem necessary and appropriate for the best interest of the property owners.

1. All ground shall be maintained and landscaped in an attractive manner.

2. There shall be no mobile homes allowed in the subdivision unless such permission has been obtained from the architectural committee and in no case to exceed more than six (6) month period for the purpose of construction of building etc..

3. There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles, trucks, and other items associated with a business.

4. No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.

5. All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.

6. No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.

7. The setback line for construction of buildings shall be fifty (50) feet from the road with the fenced area not to extend into the setback area.

8. I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.

9. No well, of any kind shall be drilled on the site.

10. Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.

These covenants shall run with the land and each owner agrees and acknowledges that he has been furnished a copy of such restrictions and that he will abide by same. Likewise, he owner shall advise any assigns of such covenants and upon sale require such assignee to agree to be bound by such covenants and upon sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he shall be liable for such actions as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of his breach of these covenants. In such event, owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fees.

96  
305 PAGE  
BOOK

1 - 37.50  
2 - 7.50  
3 - 3.00  
4 - 1.00  
5 -  
6. -  
Total - 49.00

STATE OF ALABAMA  
NOTARIAL CERTIFICATE  
09 AUG 13 PM 3:31