

GRANTEE'S ADDRESS:
PELHAM (W.H.) VENTURES
201 Vulcan Road, Suite 110
Birmingham, Alabama 35209

THIS INSTRUMENT WAS PREPARED BY HUGH B. DYE
ATTORNEY FOR BELLSOUTH TELECOMMUNICATIONS, INC.
ROOM 304N, 3196 HIGHWAY 280, SOUTH
BIRMINGHAM, ALABAMA 35243

STATE OF ALABAMA)
COUNTY OF SHELBY)

09/02/1994-27273
03:45 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCB 14.30

WARRANTY DEED

THIS INDENTURE, made and entered into on this the 2nd day
of September, 1994, by and between BellSouth
Telecommunications, Inc., (South Central Bell Telephone Company and
BellSouth Services Incorporated merged with and into Southern Bell
Telephone and Telegraph Company and Southern Bell Telephone and
Telegraph Company's name was changed to BellSouth
Telecommunications, Inc.), a corporation, organized and existing
under and by virtue of the laws of the State of Georgia and having
its principal office and place of business in the City of Atlanta,
Georgia, hereinafter referred to as GRANTOR, and Pelham (W.H.)
Ventures, an Alabama ^{General} partnership, hereinafter referred to as
GRANTEE:

WITNESSETH: That for an in consideration of the sum of TEN
DOLLARS (\$10.00), and other good and valuable consideration, to
GRANTOR, in hand paid by GRANTEE, the receipt of which is hereby
acknowledged, GRANTOR does hereby grant, bargain, sell and convey
unto the said GRANTEE, the following described real estate situated
in Shelby County, Alabama, to wit:

Parcel 1:

A parcel of land situated in the Southwest Quarter of the
Northeast Quarter, the Southeast Quarter of the Northwest
Quarter, and the Northeast Quarter of the Southwest Quarter,
all in Section 14, Township 20 South, Range 3 West, Huntsville
Meridian, Shelby County, Alabama, and more particularly
described as follows: Commence at the Southwest corner of the
Northwest Quarter of the Southeast Quarter of said Section 14,
thence in a Northerly direction along the West line of said
Quarter-Quarter Section a distance of 536.56 feet to a point
on the Northwesterly right-of-way margin of Parker Drive;
thence with a deflection of 41°28'50" right, along and with
said right-of-way margin 210.82 feet to a point on the
Northeasterly right-of-way margin of Stuart Lane; thence with

a deflection angle of 90°00'00" left along and with said right-of-way margin 940.00 feet to a point; thence with a deflection of 90°00'00" right 180.00 feet to the point of beginning; thence continue on the same course 412.70 feet to the Southwesterly margin of the Seaboard Coast Line Railroad right-of-way, said right-of-way lying in a curve to the right; thence with a deflection of 80°55'59" right to the chord of said curve of said right-of-way margin, and along said chord, a distance of 97.89 feet to a point on said right-of-way margin; thence with a deflection of 17°54'38" right from said chord, 155.18 feet to a point; thence with a deflection of 81°09'24" right 404.27 feet; thence with a deflection of 90°00'00" right 250.00 feet to the point of beginning, forming a closing interior angle of 90°00'00".

Parcel 2:

A parcel of land located in the Northeast Quarter of Southwest Quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of the Northwest Quarter of Southeast Quarter of said Section 14; thence in a Northerly direction along the west line of said Quarter-Quarter Section a distance of 536.56 feet to a point on the Northeast right-of-way line of Parker Drive; thence 41 degrees 28 minutes 50 seconds right, in a Northeasterly direction along said right-of-way line a distance of 390.82 feet; thence 90 degrees left, in a Northwesterly direction a distance of 580 feet to the point of beginning; thence continue along last described course, in a Northwesterly direction a distance of 110 feet; thence 90 degrees left, in a Southwesterly direction a distance of 180 feet; thence 90 degrees left, in a Southeasterly direction a distance of 110 feet; thence 90 degrees left, in a Northeasterly direction, a distance of 180 feet to a point of beginning. Being situated in Shelby County, Alabama.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, in fee simple, forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this property is conveyed subject, however, to the following:

1. Ad valorem taxes for the year 1994 which said taxes are not due or payable until October 1, 1994.
2. Right-of-way granted to Alabama Power Company by instruments recorded in Deed Book 76, page 307, Deed Book 169, page 19, and Deed Book 182, page 56, in the Probate Office of Shelby County, Alabama.
3. Permit to South Central Bell, recorded in Deed Book 285, page 183, in said Probate Office.
4. Rights and easement for water drainage as described in Deed to Weyerhaeuser Company, dated May 4, 1978, recorded in Deed Book 311, page 953, in said Probate Office.
5. A perpetual right and easement for railroad spur track purposes, granted to Weyerhaeuser Company, dated June 24, 1980, recorded in Deed Book 327, page 490, in said Probate Office.
6. Rights of ingress and egress to and from Parcel 1.

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And, the GRANTOR does hereby covenant with the GRANTEE, except as noted above, that, at the time of delivery of this deed, the premises were free from all encumbrances made by GRANTOR, and that GRANTOR will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR, but against none other.

IN WITNESS WHEREOF, GRANTOR sets its hand and affixes its seal, on this the day and in the year first hereinabove written.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: *R. Neal Travis*
R. NEAL TRAVIS,
Its President - Alabama



ATTEST:

Joyce Shaw
As Its:

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that R. Neal Travis whose name as President - Alabama of BellSouth Telecommunications, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, he, 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 the *Last* day of *September*, 19*94*.

Judy P. Lewis
NOTARY PUBLIC
My Commission Expires: *2/17/98*