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Shelby Cnty Judge of Probate, AL
09/12/1996 16:18:07 FILED/CERTIFIED

This Instrument Prepared by:
Felton W. Smith
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201
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Send Tax Notice to:
The Economic Development Partnership of
Alabama Foundation, Inc.
2 North Jackson Street
Montgomery, Alabama 36104

STATE OF ALABAMA

SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of Ten and No/100 Dollars (\$10.00), in hand paid to ALABAMA PROPERTY COMPANY, an Alabama corporation ("Grantor"), and other good and valuable consideration, and subject to the covenants, conditions, restrictions, reservations and other matters hereinafter set forth, Grantor does hereby grant, bargain, sell and convey unto THE ECONOMIC DEVELOPMENT PARTNERSHIP OF ALABAMA FOUNDATION, INC., an Alabama nonprofit corporation ("Grantee"), the real property described on Exhibit A attached hereto and made a part hereof, lying in Shelby County, Alabama (the "Property"), but excepting and reserving unto Grantor all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said Property, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said Property, without using or disturbing, or causing a failure of support for, the surface of said Property and also the right to transport through said Property coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using or disturbing, or causing a failure of support for, the surface of the land hereby conveyed.

In addition to the exceptions and reservations set forth above, the Property is conveyed to and accepted by Grantee subject to the following:

1. The lien for ad valorem taxes due and payable October 1, 1996.
2. All matters of record in Shelby County, Alabama.
3. Encroachments, overlaps, boundary line disputes and other matters that would be revealed by an accurate survey and inspection of the Property.

(Rev. 6/25/90)

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DAVID L. SMITH

4. Riparian rights of third parties and any right, title and interest of the State of Alabama with respect to any streams on the Property.
5. Easements and claims of easements of third parties.
6. Grantee acknowledges and agrees that the Property is conveyed by Grantor "AS IS" and "WHERE IS" and with all faults and without any representation or warranty of any kind, express or implied, except for the limited warranty of title pursuant to Section 35-4-271 of the Code of Alabama (1975).
7. Grantee agrees to release, indemnify, hold harmless and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees and agents from and against all losses, costs, penalties, fines, damages, demands, actions, expenses (including without limitation, reasonable attorneys' fees and litigation expenses), expenditures and claims of every nature and character which result or which may be claimed to result from any existing or future "Environmental Condition" of the Property. The term "Environmental Condition" shall mean any condition, activity on or operation of the Property which is or may be regulated, controlled, limited or prohibited pursuant to any federal, state or local environmental law or regulation including, without limitation, the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq., as amended), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq., as amended), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 et seq., as amended), the Toxic Substances Control Act (15 U.S.C. §2601 et seq., as amended), the Endangered Species Act (16 U.S.C. §1531 et seq., as amended), the Clean Air Act (42 U.S.C. §7401 et seq., as amended), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq., as amended) and the Oil Pollution Act of 1990 (33 U.S.C. §2701 et seq., as amended), together with any regulations now or hereafter adopted pursuant to any of the foregoing. This indemnity shall be valid even if the Environmental Condition of the Property was caused by the Grantor.
8. Any right, title or interest of any governmental body or the public in general with respect to any part of the Property which may be within a public road.
9. Restrictions, covenants and conditions as set out in instrument(s) recorded in Deed Book 78, Page 329 in the Probate Office of Shelby County, Alabama.

10. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 99, Page 463 and Deed Book 285, Page 84 in said Probate Office.
11. Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 102, Page 470 and Deed Book 49, Page 280 in said Probate Office.
12. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 143, Page 357 in said Probate Office.
13. 100 foot wide right of way for U. S. Highway 31.
14. Rights of others to use of road known as "Ebenezer Road".
15. Subject to road easement reserved in Deed Book 78, Page 329 as shown on survey by Coulter and Gay dated March 28, 1981.
16. Rights of others to use the easement as described in Real 291, Page 208 in said Probate Office.
17. Easement to Alabama Power Company as shown by instrument of even date herewith and recorded contemporaneously herewith.

The terms and conditions of this instrument shall be covenants which run with the real property affected hereby and shall be binding upon and inure to the benefit of each of Grantor and Grantee and their respective successors and assigns and each party acquiring any portion of the Property shall, by virtue of acceptance of such interest, be deemed to have read and agreed to the terms and conditions of this instrument.

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by their duly authorized officers as of June 21, 1996.

GRANTOR:

ALABAMA PROPERTY COMPANY

ATTEST:

By: *Michael L. Mann*
Its: *Chas. Manning*

By: *Laura N. Story*
Its: *Vice-President*

ATTEST:

By: [Signature]
Its: [Signature]

GRANTEE:

THE ECONOMIC DEVELOPMENT
PARTNERSHIP OF ALABAMA
FOUNDATION, INC.

By: [Signature]
Its: [Signature]

STATE OF ALABAMA

COUNTY OF Jefferson

I, Richard M. Hester, a notary public in and for said county
in said state, hereby certify that William D. Story, whose name
as Vice President of Alabama Property Company, a 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 such 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 21st day of June, 1996.

[Signature]
Notary Public

[Notarial Seal]

My Commission Expires: 9/1/97

STATE OF ALABAMA

COUNTY OF Jefferson

I, Elizabeth McGill, a notary public in and for said county
in said state, hereby certify that James L. Brown whose
name as Treasurer of The Economic Development Partnership of Alabama
Foundation, Inc., an Alabama nonprofit 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 such 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 21st day of June, 1996.

Elizabeth McGill
Notary Public

[Notarial Seal]

My Commission Expires: 3/5/98

EXHIBIT A

Description of Real Property

A parcel of land located in a portion of the SW 1/4 of Section 28, a portion of the NW 1/4 of the NW 1/4 of Section 33, a portion of the NE 1/4 of the NE 1/4 of Section 32 and a portion of the SE 1/4 of Section 29, Township 21 South, Range 2 West of Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of Section 28, said corner being a 1 1/2 inch pipe monument; thence South 00 deg. 01 min. 41 sec. West at a distance of 3730.39 feet to a point on the West line of Section 28, marked with a 1 1/2 inch pipe with disk cap, said point being the point of beginning of the hereinafter described parcel; thence South 88 deg. 17 min. 42 sec. East at a distance of 878.20 feet to the Westerly right of way of Highway No. 31, marked with a 5/8 inch rebar; thence South 09 deg. 11 min. 51 sec. East at a distance of 194.61 feet along the West right of way of Highway No. 31, marked by a 5/8 inch rebar; thence South 09 deg. 11 min. 51 sec. East at a distance of 7.81 feet continuing along the West right of way of Highway No. 31, marked by a 5/8 inch rebar; thence North 82 deg. 48 min. 42 sec. East at a distance of 15.04 feet, marked by a 5/8 inch rebar; thence South 07 deg. 17 min. 27 sec. East at a distance of 100.07 feet, continuing along the West right of way of Highway No. 31, marked by a 5/8 inch rebar; thence South 82 deg. 48 min. 28 sec. West at a distance of 15.00 feet continuing along right of way of Highway No. 31, marked by a 5/8 inch rebar; thence South 07 deg. 11 min. 56 sec. East at a distance of 386.09 feet, continue along the West right of way of Highway No. 31 to a point of tangent, marked by a 5/8 inch rebar; thence South 13 deg. 34 min. 34 sec. East with a delta angle of 12 deg. 45 min. 17 sec. radius of 2822.48 feet, tangent of 315.46 feet and an arc length of 628.31 feet at a distance of 627.02 feet chord, thus a point of curvature which adjoins the Westerly right of way of Highway No. 31; thence South 19 deg. 57 min. 12 sec. East at a distance of 336.41 feet, continuing along the West right of way of Highway No. 31, marked by a 5/8 inch rebar; thence South 19 deg. 47 min. 25 sec. East a distance of 781.95 feet to the Southeast corner of property, marked by a 5/8 inch rebar; thence South 70 deg. 32 min. 30 sec. West at a distance of 1063.06 feet attached to a Non-exclusive License Agreement for right of way of a 100 foot strip of land, thus being 50 feet on each side of centerline of survey recorded in Book 340 page 702, Shelby County, Alabama Probate Office, adjacent to Oak Tree Lane (dirt road), marked by an iron per deed called West property line; thence North 15 deg. 19 min. 16 sec. West at a distance of 588.05 feet, marked by a 3/4 inch steel pin; thence South 72 deg. 12 min. 50 sec. West at a distance of 258.03 feet, marked by a hub and tack fence corner; thence North 22 deg. 57 min. 44 sec. West at a distance of 918.39 feet, marked by an angle iron; thence South 61 deg. 32 min. 11 sec. West at a distance of 222.72 feet, marked by a 5/8 inch rebar; thence North 24 deg. 52 min. 57 sec. West at a distance of 1651.73 feet running adjacent to L & N Railroad, marked by a 5/8 inch rebar; thence South 89 deg. 50 min. 18 sec. East at a distance of 1154.58 feet to the point of beginning; being situated in Shelby County, Alabama.

Statutory Warranty Deed

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SOLIM COUNTRY JUDGE OF PROBATE
JMS JCS JAL JR

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