

Send Tax Notice to:  
Birmingham Realty Company  
2118 1st Avenue North  
Birmingham, AL 35203

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 Two Hundred Seventy-two Thousand, Three Hundred forty & No/100 (\$272,340.00) 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 **Birmingham Realty Company**, (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama to-wit:

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 31 and the NW 1/4 of the NW 1/4 of Section 32, all being located in Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of said Section 31; thence run North 87 deg. 15' 32" West a distance of 302.13 feet; thence North 87 deg. 16' 39" West a distance of 423.15 feet to the point of beginning; thence South 43 deg. 04' 30" East a distance of 729.07 feet; thence North 67 deg. 40' 20" East a distance of 788.70 feet to the Southerly right of way line of Shelby County Highway 87 (right of way varies); thence South 29 deg. 56' 26" East along said right of way line a distance of 42.96 feet to the beginning of a curve to the right having a radius of 1372.39 feet, a central angle of 2 deg. 30' 18" and subtended by a chord which bears South 14 deg. 48' 14" East a distance of 60.00 feet; thence along the arc of said curve and said right of way line a distance of 60.00 feet; thence South 77 deg. 21' 24" West and leaving said right of way line a distance of 250.00 feet; thence South 7 deg. 21' 03" East a distance of 250.00 feet; thence South 11 deg. 35' 45" West a distance of 248.45 feet; thence South 33 deg. 15' 20" West a distance of 213.68 feet to the Northerly right of way line of Shelby County Highway #12 (80' right of way); thence North 56 deg. 44' 40" West and along said right of way line a distance of 864.33 feet; thence North 15 deg. 40' 19" West and leaving said right of way line, a distance of 601.25 feet to the point of beginning. Containing 10.0 acres, more or less. According to revised survey dated December 16, 1997, of Robert C. Farmer, Reg. No. 14720.

SUBJECT TO NON-EXCLUSIVE INGRESS, EGRESS, UTILITY, AND DRAINAGE EASEMENT, reserved by the grantor, Shelby County, Alabama, its successors and assigns forever, and being more particularly described as follows:

Commence at the NE corner of said Section 31; thence run North 87 deg. 15' 32" West a distance of 302.13 feet; thence North 87 deg. 16' 39" West a distance of 423.15 feet; thence South 43 deg. 04' 30" East a distance of 729.07 feet; thence North 67 deg. 40' 20" East a distance of 739.13 feet to the point of beginning; thence continue along last described course for a distance of 49.57 feet to a point on the Westerly right of way line of Shelby County Highway No. 87; thence South 29 deg. 56' 26" East along said right of way for a distance of 42.96 feet to a point on a curve to the right having a central angle of 1 deg. 07' 43" and a radius of 1372.39 feet, said curve subtended by a chord bearing South 15 deg. 29' 32" East and a chord distance of 27.03 feet; thence along the arc of said curve and along said right of way for a distance of 27.03 feet; thence South 73 deg. 45' 28" West and leaving said right of way for a distance of 53.57 feet; thence North 21 deg. 13' 30" West for a distance of 63.75 feet to the point of beginning. According to revised survey dated December 16, 1997, of Robert C. Farmer, Reg. No. 14720.

ALSO SUBJECT TO THE FOLLOWING:

- (1) Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
- (2) General and special taxes or assessments for 1998 and subsequent years not yet due and payable.
- (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 352, page 805, in Probate Office.
- (4) Restrictions, covenants and conditions as set out in Instrument No. 1996-38767 in Probate Office.

12/19/1997-41335  
11:32 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE MCD 283.50

Inst # 1997-41335

(5) Non-compete agreement between Central State Bank and Shelby County as provided by Real Estate Sales Contract dated March 19, 1997, as follows:

Shelby County agrees to a non-compete area on the southerly portion (approximately 14 acres) of Shelby West Corporate Park to prohibit the establishment or branching of other banks, savings and loan associations, credit unions, and automated teller machines that are bank based or that accept deposits for financial based institutions.

(6) The grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft and the air space above the surface of the real property herein described, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said air space, and for use of said air space for landing on, taking off from, or operating on the Shelby County Airport.

(7) The grantor reserves for itself, its successors and assigns, the right to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to a height not to exceed that described by the provisions of the "Shelby County Airport Height Hazard and Land Use--Zoning Ordinance", and as may be hereinafter amended.

(8) The grantor expressly reserves for itself, its successors and assigns, the right to prevent any use of the herein described real property which would interfere with landing or taking off of aircraft at the Shelby County Airport, or otherwise constitute an airport hazard.

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

And 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.

IN WITNESS WHEREOF, the said **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama, by its County Manager, Alex Dudchuck, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 19th day of December, 1997.

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

By

Its

Alex Dudchuck  
Co. Mgr.

STATE OF ALABAMA  
SHELBY COUNTY

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

Given under my hand and official seal this 19th day of December, 1997.

Janice Brasher  
Notary Public

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