

983,120.00

Send tax notice to:  
EBSCO Industries, Inc.  
P. O. Box 1943  
Birmingham, Alabama 35201-1943

This instrument prepared by:  
Charles A. J. Beavers, Jr.  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203-2736

STATE OF ALABAMA )

SHELBY COUNTY )

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the exchange of real property and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid to Dantract, Inc., a corporation ("Grantor") by EBSCO Industries, Inc., a corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, subject to the matters hereinafter set forth, the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the southeast quarter of the southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the northwest corner of the southeast quarter of the southwest quarter of Section 32, Township 18 South, Range 1 West, and run in an easterly direction along the north line of said 1/4-1/4 section a distance of 330.67 feet to the point of beginning; thence continue in an easterly direction along the last described course a distance of 210.00 feet to a point, said point being on a curve to the left having a radius of 30.00 feet and a central angle of 90°00'; thence 180° 00' to the right (angle measured to tangent) in a westerly, southwesterly, and southerly direction along the arc of said curve a distance of 47.12 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a southerly direction a distance of 59.48 feet to the P.C. (point of curve) of a curve to the right having a radius of 575.00 feet and a central angle of 34°59' 27"; thence in a southerly and southwesterly direction along the arc of said curve a distance of 351.16 feet to P.T. (point of tangent) of said curve; thence in the tangent to said curve in a southwesterly direction a distance of 12.86 feet to a point on the northeasterly right-of-way line of U.S.

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Highway 280, said point being on a curve to the left having a radius of 2,944.79 feet and a central angle of  $2^{\circ}55'08''$ ; thence  $91^{\circ}27'36''$  to the right (angle measured to tangent) in a northwesterly direction along the northeasterly right-of-way line of said highway and along the arc of said curve a distance of 150.02 feet to a point; thence  $91^{\circ}27'32''$  to the right (angle measured to tangent) in a northeasterly direction a distance of 12.86 feet to the P.C. (point of curve) of a curve to the left having a radius of 425.00 feet and a central angle of  $34^{\circ}59'27''$  in a northeasterly and northerly direction along the arc of said curve a distance of 259.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a northerly direction a distance of 59.48 feet to the P.C. (point of curve) of a curve to the left having a radius of 30.00 feet and a central angle of  $90^{\circ}00'$ ; thence in a northerly, northwesterly, and westerly direction along the arc of said curve a distance of 47.12 feet to the point of beginning.

Grantor is the owner of parcels adjacent to the east and west boundaries of the Property (hereinafter referred to as the "Grantor's Parcels"). Grantor hereby covenants and agrees that the Grantor's Parcels shall have no right of access to the Property or to any private or public road that might be constructed on the Property and that there shall not be permitted any curb cuts which would allow access to the Grantor's Parcels from any such road without the prior written consent of Grantee, which consent may be withheld by Grantee in its discretion, except that there shall be permitted one driveway off of the easterly side of the Property, no greater than 30 feet in width, limited to a right turn in and a right turn out, the center line of which shall be no less than 200 feet and no greater than 275 feet from the present northern boundary of U.S. Highway 280, to access the portion of the Grantor's Parcel which is east of the Property. Grantor shall, at its expense, within 180 days after the date hereof, fill, compact and grade the Property in accordance with plans and specifications prepared by Walter Schoel Engineering Company, Inc. This covenant shall run with and bind the lands forever for the benefit of Grantee and its successors in ownership of the Property and the additional lands owned by Grantee which are adjacent to and north of the Property and the Grantor's Parcels.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever; subject, however, to the following:

1. Ad valorem taxes for the 1998 tax year and thereafter

2. Transmission line permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 109, page 491, and Deed 141, page 180, in the Probate Office of Shelby County
3. Covenant and agreement for water service as set out in instruments recorded in Real 235, page 574, and amended by Instrument #1993-20840 and by Instrument #1992-20786 in said Probate Office

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances except as set forth hereinabove; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed for and in its corporate name by its duly authorized officer on or as of the 11 day of March, 1998.

DANTRACT, INC.

By: Charles W. Daniel  
Its: PRESIDENT

STATE OF ALABAMA

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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles W. Daniel, whose name as PRESIDENT, of Dantract, Inc., 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 the 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 the 11 day of March, 1998.

[Signature]  
Notary Public

[NOTARIAL SEAL]

My commission expires: Aug '99

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