

**THIS INSTRUMENT PREPARED BY:**

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Johnston & Conwell, L.L.C  
800 Shades Creek Parkway  
Suite 325  
Birmingham, AL 35209  
205-414-1212

**SEND TAX NOTICE TO:**

Sovran Acquisition Limited Partnership  
5166 Main Street  
Williamsville, NY 14221

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Million Four Hundred Twenty Five & no/100 Dollars (\$2,425,000.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MJE, L.L.C., a Delaware limited liability company and Jack W. Kidd, a married man (hereinafter collectively referred to for convenience as the "Grantors"), have bargained and sold and by these presents do transfer and convey unto Sovran Acquisition Limited Partnership, a Delaware limited partnership ("Grantee"), Grantee's successors and assigns, that certain tract or parcel of land in Shelby County, State of Alabama described on Exhibit "A", which is attached hereto and incorporated herein by reference (hereinafter referred to for convenience as the "Property"). The Property is conveyed together with a permanent non-exclusive easement for ingress and egress to and from the Property over and across the land described in Exhibit A-1 attached hereto (hereinafter referred to for convenience as the "Easement Property").

This conveyance of the Property, the grant of the easement for ingress and egress, and the covenants and warranties contained herein are made expressly subject to the matters set forth on Exhibit "B" which is attached hereto and incorporated herein by reference as well as to all taxes for the year 1998 and subsequent years not yet due and payable.

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

This is a special warranty deed. Grantors' only warranties hereunder are that Grantors have done nothing to adversely affect title since title was placed in Grantors' names and that the Property is free from all encumbrances made or suffered by Grantors except to the extent otherwise set forth herein. No other warranties, express, implied or created by statute are included in this deed.

By acceptance hereof, Grantee acknowledges, understands, and agrees that (i) access to and from the Property is provided by the Easement Property which has been paved, (ii) the easement to the Property over an unpaved road granted to the Grantors (or their predecessors in interest) at the time of their acquisition of the Property has been abandoned and is not conveyed to Grantee, and (iii) the Easement Property is subject to a Road Maintenance Agreement identified in Exhibit B which by acceptance hereof Grantee assumes and agrees to be bound by.

Grantors warrant that none of the Property constitutes any part of the homestead of the Grantors or Grantors' spouses.

Inst # 1998-12011

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04/06/1998-12011  
08:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOS MCB 2443.50

Inst # 1998-12011

IN WITNESS WHEREOF, the said Grantors hereto set their signatures and seals this the 25 day of March, 1998.

MJE, L.L.C., a Delaware limited liability company

By: [Signature]

Its: Authorized Member

[Signature]  
Jack W. Kidd

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that M. JAMES GORRIE, whose name as the Authorized Member of MJE, L.L.C., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this 25<sup>th</sup> day of MARCH, 1998.

[Signature]  
Notary Public

My Commission Expires: 10-9-99

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**General acknowledgment**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jack W. Kidd** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26<sup>th</sup> day of March, 1998.

[Signature]  
Notary Public

11-2-98  
My Commission Expires

## EXHIBIT A

Commence at the northwest corner of the NW 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and run thence Easterly along the North line of said quarter-quarter a distance of 333.60 feet, deed (334.00 measured) to a point; thence turn an angle of 22°00', deed (21°50'10" measured) to the right and run a distance of 100.0 feet, deed (100.20 feet measured) to the point of beginning of the property being described; thence continue along last described course a distance of 524.0 feet, deed (524.4 feet measured) to a point; thence turn an angle of 95°25'58", deed (95°32'07" measured) to the right, and run Southwesterly a distance of 275.98 feet, deed (275.49 feet measured) to a point; thence turn an angle of 84°34'02", deed (84°30'05" measured) to the right and run Northwesterly a distance of 262.0 feet, deed (261.82 feet measured) to a point; thence turn an angle of 95°25'58", deed (95°21'35" measured) to the right and run Northerly a distance of 15 feet, deed (14.36 feet measured) to a point; thence turn an angle of 95°25'58", deed (95°21'40" measured) to the left and run Northwesterly a distance of 262.0 feet, deed (261.45 feet measured) to a point; thence turn an angle of 95°25'58", deed (95°15'50" measured) to the right and run northeasterly a distance of 260.98 feet, deed (260.63 feet measured) to the point of beginning.

## EXHIBIT A-1

### **A PERMANANT NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:**

Commence at the NW corner of the NW 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West, thence run north 86°43'38" east along the north line of said quarter-quarter for a distance of 333.88 feet. Thence run south 71°31'13" east for a distance of 100.20 feet; thence run south 23°59'16" west for a distance of 260.63 feet to the POINT OF BEGINNING; thence run south 71°19'30" east for a distance of 29.78 feet to the point of intersection with a curve to the left, said curve having a central angle of 18°42'34", a radius of 183.00 feet, a chord of 59.49 feet and a chord bearing of south 26°50'01" west; thence run along the arc of said curve for a distance of 59.76 feet to the end of said curve; thence run south 17°28'44" west for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve having a central angle of 50°45', a radius of 146.77 feet, a chord of 125.79 feet and a chord bearing of south 42°51'14"; thence run along the arc of said curve for a distance of 130.00 feet to the end of said curve; thence run south 68°13'44" west for a distance of 30.04 feet to a point on the northeasterly right-of-way line of U.S. 280, said right-of-way being situated on a curve to the left and having a central angle of 0°35'01", a radius of 2,944.79 feet, a chord of 30.00 feet and a chord bearing of north 21°46'15" west; thence run along the arc of said curve and the northeasterly right-of-way line of U.S. Highway No. 280 for a distance of 30.00 feet; thence run north 68°13'44" east for a distance of 30.04 feet to the point of commencement of a curve to the left, said curve having a central angle of 50°45', a radius of 116.77 feet, a chord of 100.08 feet and a chord bearing of North 42°51'14" east; thence run along the arc of said curve for a distance of 103.43 feet to the end of said curve; thence run north 17°28'44" east for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve having a central angle of 16°10'47", a radius of 213.00 feet, a chord of 59.95 feet and a chord bearing of north 25°34'08" east; thence run along the arc of said curve for a distance of 60.15 feet to the end of said curve; thence run south 71°19'30" east for a distance of 1.46 feet to the POINT OF BEGINNING.



**EXHIBIT B**

1. Right of way granted to Alabama Power Company by instrument recorded in Deed Volume 222, Page 739 and Deed Volume 173 Page 186, in the Probate Office of Shelby County, Alabama.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto not owned by the Grantors.
3. Road maintenance agreement recorded in Instrument 1997-28547 and re-recorded in Instrument 1997-30269, in the Probate Office of Shelby County, Alabama.
4. 1998 Ad Valorem Taxes.
5. Matters which would be shown by accurate survey of the Property including matters shown by the survey of Narve Butler dated March 5, 1998.
6. Rights or claims of tenants in possession, as tenants only, under oral, or written but unrecorded rental agreements.

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