

SEND TAX NOTICES TO:
D C OIL COMPANY, INC.
2637 Buttewoods Drive
Birmingham, Alabama, 35242

Inst. # 1999-44429

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10/28/1999-44429
09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HNS

WARRANTY DEED

**ALONG WITH.
GRANT AND RESERVATION OF EASEMENTS
AND RESTRICTIVE COVENANTS**

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Hundred Sixty Dollars (\$160,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **Robert J. Dow** a() married person, **Gilder L. Wideman**, a() married person, **Elmar Lawaczek**, a() married person and **Stacy J. Childs**, a() married person (herein referred to as "Grantor"), hereby grants bargains, sells, and conveys unto **D C OIL COMPANY, INC.** (herein referred to as "Grantee"), the real estate situated in Shelby County, Alabama and described on Exhibit "A" attached hereto.

[The purchase price recited above was paid from a mortgage loan closed simultaneously herewith.] [This property does not constitute the homestead of Grantor nor of Grantor spouse.]

FURTHER for the consideration hereinbefore set forth, Grantor does additionally grant, bargain, sell, and convey unto Grantees a non-exclusive easement, license, and right-of-way upon, under, over, across, and through the property described as Easement # 1 and # 3 on Exhibit "A" attached hereto (the "Servient Tenement") for ingress, egress, utility service and access to the property described on Exhibit "A" attached hereto (the "Dominant Tenement"). This easement, license, and right of way shall be for both pedestrian and vehicular traffic and utility service. There is hereby expressly reserved unto Grantor, their heirs, executors, administrators, successors, and assigns, a non-exclusive ingress and egress easement across the property described as Easement # 2 on Exhibit "A" attached hereto and incorporated herein by this reference. One-half of the costs of the maintenance and repair of the easements established herein shall be paid by the title owner of the Servient Tenement and the other one-half shall be paid by the owner of the Dominant Tenement.

FURTHER for the consideration hereinbefore set forth, Grantor does hereby restrict the usage of the property described on Exhibit "B" hereof in accordance with the terms of Exhibit "B" attached hereto and incorporated herein by this reference.

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

AND THE GRANTOR does for themselves, and their heirs, executors, successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted on Exhibit "A", that Grantor has good right to sell and convey the same as aforesaid, and that

EXHIBIT "B"

RESTRICTIVE COVENANT

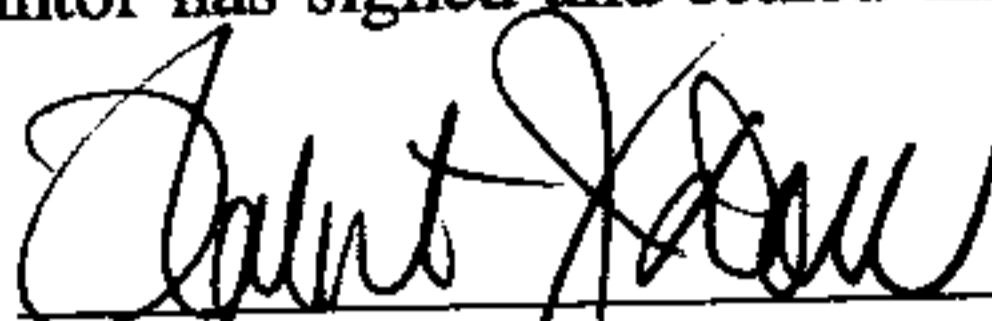
WHEREAS Grantor owns additional property which is adjacent to the property being conveyed hereby (the "Adjacent Property") and which bears the following Parcel I.D. numbers 137361001003002, 137254000008000, 137361001003000, and 13725400011000 (less and except the property described on Exhibit "A" attached hereto).

WHEREAS, Grantee plans on erecting a gas station, convenience store and car wash on the property described on Exhibit "A" attached hereto, and desires the use of the Adjacent Property to be restricted.

NOW THEREFORE, in consideration of the foregoing and to induce Grantee to purchase the property described on Exhibit "A" hereof, Grantor does hereby restrict and prohibit the Adjacent Property from being used for a period of 100 years as or for a car wash, gas station and/or convenience store, without the consent of the Grantee, or the current owner of the property described on Exhibit "A" attached hereto.

Grantor will and their heirs, executors, successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 26th day of October, 1999.



Robert J. Dow

L.S.



Gilder L. Wideman



Elmar Lawaczek



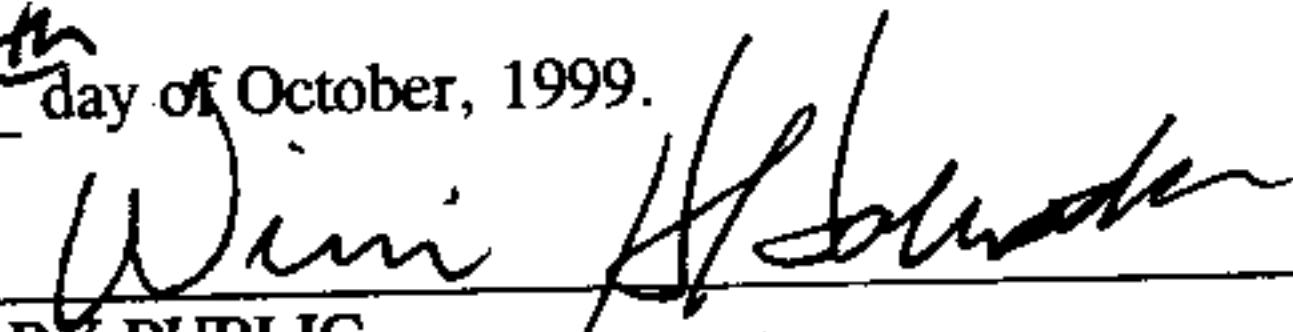
Stacy J. Childs

L.S.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert J. Dow, whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 26th day of October, 1999.

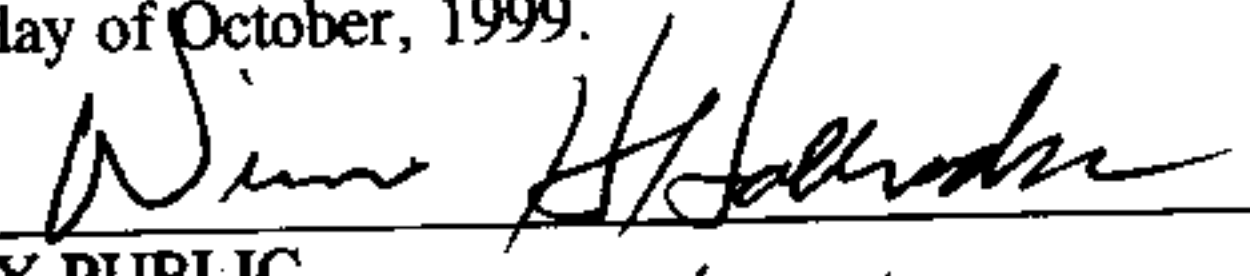

NOTARY PUBLIC

My Commission Expires: 4-21-2000

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gilder L. Wideman whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 26th day of October, 1999.


NOTARY PUBLIC

My Commission Expires: 4-21-2000

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Elmar Lawaczek** whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 26th day of October, 1999.

Wini H. Lawaczek
NOTARY PUBLIC

My Commission Expires: 4-21-2000

STATE OF WYOMING

COUNTY OF Laramie

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Stacy J. Childs** whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13 day of October, 1999.

Rosemary A. Glas
NOTARY PUBLIC

My Commission Expires: 31 July 2000

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
Engel, Hairston, & Johanson P.C.
P.O. Box 370027
Birmingham, AL 35237
(205) 328-4600

EXHIBIT "A"

TO

WARRANTY DEED AFFIDAVIT AND INDEMNITY NON-FOREIGN AFFIDAVIT

Grantor:

Robert J. Dow, Gilder L. Wideman, Elmar Lawaczeck and Stacy J. Childs

Grantee:

D C OIL COMPANY, INC.

Commencing at concrete monument found at the Northeast corner of a tract of land, said point also at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence continue along said West right of way with a curve turning to the left with an arc length of 344.99 feet, with a radius of 1717.04 feet, with a chord bearing of South 46°09'39" West with a chord length of 344.41 feet to a 5/8" rebar set and the point of beginning; thence continue along said West right of way with a curve turning to the left with an arc length of 115.02 feet, with a radius 1717.04 feet, with a chord bearing of South 38°29'09" West, with a chord length of 115.00 feet to a 5/8" rebar set; thence South 36°34'00" West along said West right of way a distance of 14.71 feet to a 5/8" rebar set; thence South 67°07'56" West along said West right of way a distance of 103.33 feet to a 5/8" rebar set at the intersection of the North right of way of Shelby County Road No. 68; thence North 82°18'08" West along said North right of way a distance of 104.00 feet to a 5/8" rebar set; thence North 07°41'52" East a distance of 134.03 feet to a 5/8" rebar set; thence North 36°34'43" East a distance of 151.02 feet to a 5/8" rebar set; thence South 53°33'00" East a distance of 212.15 feet to the point of beginning. Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EASEMENT #1: (Permanent Ingress, Egress and Utility Easement)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point; thence North 53°33'30" West and leaving said highway right of way, run a distance of 212.15 feet to a point; South 36°34'43" West run 151.02 feet to a point; thence South 07°41'52" West run 87.93 feet to the point of beginning of Easement #1, which is an ingress, egress and utility easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence North 82°18'08" West run 20.00 feet to a point; thence North 07°41'52" East and leaving said right of way run 46.10 feet to a point; thence South 82°18'09" East run 20.00 feet to the point of beginning.

Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EXHIBIT "A" (continued)

EASEMENT #2: (Permanent ingress and egress)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point; thence North 53°33'30" West and leaving said highway right of way, run a distance of 212.15 feet to a point; South 36°34'43" West run 151.02 feet to a point; thence South 07°41'52" West run 87.93 feet to the point of beginning of Easement #2, which is a permanent driveway easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence South 82°18'08" East run 20.00 feet to a point; thence North 07°41'52" East and leaving said right of way run 46.10 feet to a point; thence North 82°18'09" West run 20.00 feet to the point of beginning.

Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EASEMENT #3: (Ingress, egress and utility easement)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point of beginning of Easement #3, an ingress, egress and utility easement; thence North 53°33'30" West and leaving said highway right of way, run a distance of 121.15 feet to a point; thence North 36°27'00" East and run 31.30 feet to a point; thence South 00°00'00" West run 75.74 feet to a point; thence South 08°31'51" West run 77.62 feet to a point on the West right of way of said Shelby County Highway #11, being a point on a curve to the left having a radius of 1717.04, a delta angle of 01°24'05", thence run along the arc of said curve and said right of way a distance of 42.90 feet to the point of beginning.

Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for 2000, a lien but not yet payable; and ii) coal, oil, gas and mineral and mining rights which are not owned by Grantor.

Exad.ded 10/11/99 9:17AM

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09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MMS 23.00