

✓ This Instrument Prepared By:  
James F. Burford, III  
Attorney at Law  
1318 Alford Avenue Suite 101  
Birmingham, Alabama 35226

Send Tax Notice To:

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\_\_\_\_\_

**WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Three Hundred Forty-four Thousand Three Hundred Forty-one and 80/100 Dollars (\$344,341.80), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, the undersigned, Pelham Parkway, LLC, an Alabama Limited Liability Company (herein referred to as Grantor, whether one or more), grants, bargains, sells and conveys unto Big 10 Tire Stores, Inc., (herein referred to as Grantee, whether one or more), the following described real estate, situated in \_ Shelby \_ County, Alabama, to-wit:

Lot 3, according to the survey of Lots 3 & 4 Pelham Parkway Commercial Subdivision, as recorded in Map Book 27, Page 86 in the Probate Office Shelby County, Alabama. Situated in Shelby County, Alabama.

**TOGETHER WITH:** a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement as shown on the map and survey of lot 2 Pelham Parkway Commercial Subdivision as recorded in Map Book 27, page 44 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee, its successors and assigns or their guests, invitees, contractors, employees or vendors. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

Grantor reserves unto itself and its successors and assigns a non-exclusive, perpetual easement for ingress, egress and utilities over and across the 24 foot ingress/egress easement located on the Property conveyed herein and as shown on the survey of Lots 3 & 4 Pelham Parkway Commercial Subdivision, as recorded in Map Book 27, page 86 in the Probate Office of Shelby County, Alabama. Grantee shall construct a driveway on this easement within six (6) months of the date of this deed. Such driveway shall conform to the following specifications: (i) six inch gravel base, (ii) two inch binder coat of asphalt and (iii) one inch top coat of asphalt. Such driveway shall be 24 feet wide. In the event that Grantee fails to construct said driveway within six (6) months of the date of this deed, grantor reserves the right to construct said driveway according to such specifications after six (6) months from the date of this deed provided that Grantor gives Grantee written notice of Grantors intent to so construct said driveway. In the event Grantor constructs said driveway, Grantee, its successors and assigns shall reimburse Grantor for all costs associated with construction of said driveway. Grantee, its successors and assigns shall maintain said driveway at its sole cost and expense. This maintenance requirement shall not apply to extraordinary damage to said driveway which is not caused by Grantee, its successors and assigns or their guests, invitees, contractors, employees or vendors.

**RESTRICTION:** The property conveyed herein shall not be used as a retail outlet for motor fuels or as a convenience store or for the advertising thereof.

**SUBJECT TO:** (1) Taxes due in the year 2001 and thereafter; (2) Easements, restrictions, and rights-of-way of record; (3) Rights of others to use the ingress/egress easements referred to herein above.

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

27 **IN WITNESS WHEREOF,** the undersigned has hereunto set his hand and seal, this the day of OCTOBER, 2000.

Pelham Parkway, LLC  
an Alabama Limited Liability Company

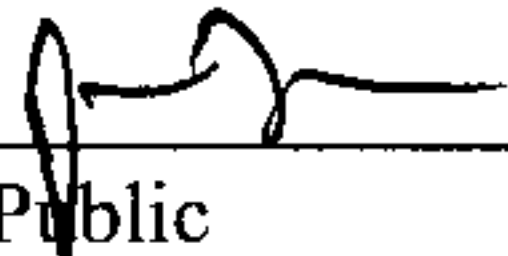
By John McGeever  
John McGeever

Its: Authorized Member

STATE OF ALABAMA )  
\_\_\_\_\_ COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that John McGeever as authorized member of Pelham Parkway, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 27 day of OCTOBER, 2000.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 3-1-02

Inst # 2000-37362

10/27/2000-37362  
02:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MMB 364.50