

NO CERTIFICATION IS MADE TO TITLE

STATE OF ALABAMA)
SHELBY COUNTY)

This Instrument Was Prepared By:

Robert R. Sexton
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue South
2400 AmSouth/Harbert Plaza
Birmingham, AL 35203-2618
(205) 254-1032

SEND TAX NOTICE TO:

MOTIVA ENTERPRISES, LLC,
Attention: Jim Gibbens
7512 Doctor Phillips Boulevard
Suite 50-327
Orlando, Florida 32819

Inst # 2000-37919

11/01/2000-37919
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
35.00
004 NMB

11,5000

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by MOTIVA ENTERPRISES, LLC, a Delaware limited liability company (hereinafter referred to as the "Grantee") to DANTRACT, INC., an Alabama corporation (hereinafter referred to collectively as the "Grantor"), receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate lying and being situated in the City of Hoover, Shelby County, Alabama, to-wit:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in a Easterly direction along the South line of said Section a distance of 209.91 feet; thence deflect 67° 03' 57" and run to the left in a Northeasterly direction 1049.98 feet to the Southwest corner of a tract owned by Texaco, Inc.; thence deflect 81° 46' 32" and run to the right in a Southeasterly direction along the South line of said Texaco tract 314.30 feet to the Point of Beginning of the herein described parcel; thence deflect 85° 07' 21" and run to the left in a Northeasterly direction along the East line of said Texaco tract 174.9 feet more or less to the Southerly right of way of U.S. Highway 280; thence turn an interior angle of 88° 24' 12" to the tangent of a curve to the right having a central angle of 00° 19' 00" and a radius of 2716.19 feet and run along the arc of said curve

Cahaba Title, Inc.

in a Southeasterly direction and along said right of way 15.01 feet; thence turn an interior angle of 91° 54' 48" from the tangent of last described curve and run to the right in a Southwesterly direction 173.18 feet; thence turn an interior angle of 94° 52' 39" and run to the right in a Northwesterly direction 15.05 feet to the point of beginning, containing 2,611 square feet, more or less.

TO HAVE AND TO HOLD unto the Grantee, and the Grantee's successors and assigns, forever.

It is expressly understood and agreed that this deed is made subject to the following:

1. General and special taxes or assessments for 2000 and subsequent years not yet due and payable;
2. Declaration of Covenants, Conditions and Restrictions for Greystone Commercial property as set out in Real Book 314, page 506, with 1st Amendment as shown by Inst. #1996-531, and with 2nd Amendment recorded as Inst. #1996-532 in Probate Office.
3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 109, page 491 in Probate Office.
4. Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 95, page 519; Deed Book 135, page 50 and Deed Book 126, page 180 in Probate Office.
5. Condemnation of highway right of way as set out in Deed Book 253, page 844 in Probate Office.
6. Reciprocal Easement Agreement by and between Baptist Health System, Inc. and Charles W. Daniel dated January 1, 1998 as set out in Inst. #1999-7730, as amended.
7. Easement to Shelby County, Alabama from Baptist Health System as set out by Inst. #1999-43304 in Probate Office.
8. Reciprocal Easement Agreement dated August 5, 1999 by and between Baptist Health System, Inc. and Sportsfirst, Inc. as set out in Inst. #1999-33954 in Probate Office.
9. Mineral and mining rights not owned by Grantor and possible release of damages provisions contained in such severance deeds; and
10. All zoning and other municipal ordinances affecting the property.

This deed is executed without warranty or representation of any kind on the part of the Grantor, express or implied, except as against acts done or suffered by the Grantor that are not specifically excepted herein.

IN WITNESS WHEREOF, the undersigned Grantor, by its President, has caused this deed to be executed on the 7th day of August, 2000.

DANTRACT, INC.

 (SEAL)

BY: Charles W. Daniel

Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as President of Dantract, Inc., an Alabama corporation, 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 said conveyance, 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, this 7th day of August, 2000.



Notary Public

[AFFIX SEAL]

My Commission Expires: 8/27/01

Inst # 2000-37919

11/01/2000-37919
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 KMB 35.00