

This instrument was prepared by:

James E. Roberts
P. O. Box 370004
Birmingham, Alabama 35237

Send tax notice to:

Thomas F. Matthews, Jr. and
Melvin L. Hudson, Jr.
444 Laredo Drive
Birmingham, AL 35226

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY) **KNOW ALL MEN BY THESE PRESENTS,**

Inst # 2001-14871

That in consideration of **One Hundred Thirty-one Thousand Forty-three and No/100 Dollars (\$131,043.00)**, to the undersigned grantors, **I-65 Investment Properties**, an Alabama general partnership, and **I-65 Properties, South**, an Alabama general partnership, (hereinafter referred to as "Grantors") in hand paid by **Thomas F. Matthews, Jr. and Melvin L. Hudson, Jr.**, receipt of which is hereby acknowledged, the said Grantors do by these presents, grant, bargain, sell and convey an undivided two-third interest unto the said **Thomas F. Matthews, Jr.** and an undivided one-third interest to **Melvin L. Hudson, Jr.** (the "Grantees"), in the following described real estate situated in Shelby County, Alabama.

The subject property is a part of a subdivision which has not been recorded in the Probate Office of Shelby County at the time of the execution of this deed. The property is therefore described as Lot 19, but also is being conveyed by its metes and bounds legal description. The undivided two-thirds granted unto Thomas F. Matthews, Jr. was previously conveyed to him by an unrecorded deed dated November 1, 2000, pursuant to an IRS Section 1031 exchange. This deed supercedes such unrecorded deed.

SEE LEGAL ATTACHED AS EXHIBIT A

SUBJECT TO:

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
2. Right-of-way granted to Alabama Power Company recorded in Volume 136, Page 330, Volume 234, Page 861, Volume 182, Page 61, Volume 103, Page 170, Volume 205, Page 674, Volume 198, Page 478 and Volume 177, Page 493.
3. Right-of-way granted to Water Works Board by the City of Calera.
4. All existing future or potential common law or statutory rights or access between the right-of-way of I-65 and subject property as conveyed and relinquished to the State of Alabama.
5. Right-of-way granted to Shelby County, Alabama as recorded in Volume 211, Page 618.
6. This conveyance is subject to the restrictions contained in the deed Grantors received from Mead Land Services, Inc., the 18th day of January, 1984, which is recorded in the Shelby County Probate Book 352, Page 818 through Page 826. Grantees acknowledge and agree to be bound by same.
7. Mineral and mining rights excepted.
8. Subject to all easements and restrictions of record.
9. Subject to those certain restrictive covenants attached hereto as Exhibit B.

James E. Roberts executes this Warranty Deed by virtue of his positions as managing partner

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09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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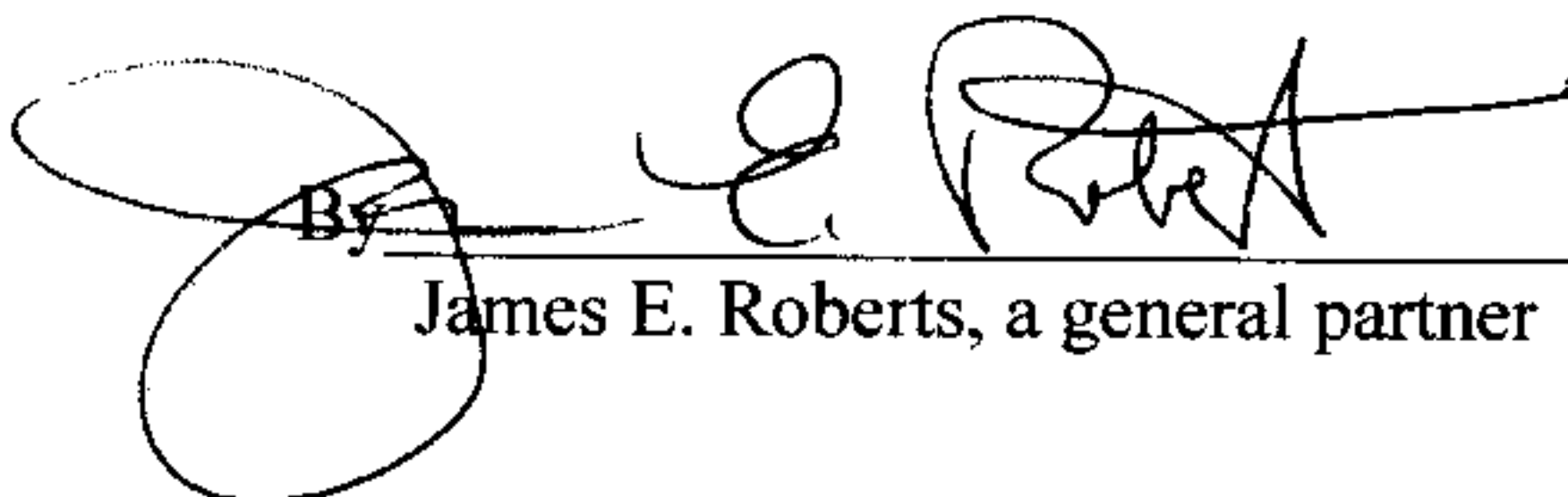
of Grantors and represents that he has full and authority from I-65 Investment Properties, an Alabama general partnership, and I-65 Properties, South, an Alabama general partnership, to execute same.

TO HAVE AND TO HOLD, to the said Grantees, their heirs and assigns forever.

And said Grantors do for themselves, their successors and assigns, covenant with said Grantees, their heirs and assigns, that lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that they have a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said I-65 Investment Properties, and I-65 Properties, South has caused these presents to be executed by its managing partner, James E. Roberts, who is authorized to execute this conveyance, and who has hereto set his signature and seal, this the 20th day of December, 2000.

ATTEST:

By 
James E. Roberts, a general partner

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that James E. Roberts, whose name as General Partner of I-65 Investment Properties, an Alabama general partnership, and I-65 Properties, South, an Alabama general partnership, 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 as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand this the 20th of December, 2000.


Notary Public

[Seal]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES July 28, 2003
BORNED THROUGHOUT THE STATE OF ALABAMA

My commission expires: July 28, 2003

EXHIBIT A

A parcel of land being the proposed Lot 19 of Millennium Park located in the South Half of Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter of Section 32, Township 21 South, Range 2 West, Shelby County, Alabama; thence run East along the Section line 389.18 feet; thence left 115 degrees 34 minutes 49 seconds Northerly 216.19 feet to the Northeast corner of the City of Calera Water Tank site and the Point of Beginning; thence an interior angle right of 115 degrees 34 minutes 49 seconds West 100.00 feet to the Northwest corner of the Tank site; thence an interior angle right 90 degrees 00 minutes 00 seconds South 100.00 feet; thence an interior angle of left of 90 degrees 00 minutes 00 seconds West 118.76 feet to the East right-of-way line of George Roy Parkway; thence an interior angle left of 122 degrees 07 minutes 05 seconds to the chord of a concave East curve with a radius of 345.00 feet, a central angle of 12 degrees 43 minutes 26 seconds, a chord of 76.48 feet and run Northwesterly, thence Northerly 76.62 feet along the arc of said curve; thence continue tangent to said curve along said right-of-way line 220.74 feet; thence right 90 degrees 00 minutes 00 seconds Northeasterly 424.83 feet to the West right-of-way line of Interstate 65; thence an interior angle left of 100 degrees 22 minutes 08 seconds to the chord of a curve concave East with a radius of 5879.58 feet, a central angle of 2 degrees 32 minutes 06 seconds; a chord of 260.11 feet and run Southerly, thence Southeasterly 260.13 feet along the arc of said curve and right-of-way line; thence an interior angle left of 91 degrees 16 minutes 03 seconds from the chord of said curve 227.36 feet to the Point of Beginning.

**RESTRICTIVE COVENANTS IN MILLENNIUM PARK, ROY PARKWAY
SHELBY COUNTY, ALABAMA
OWNED BY I-65 INVESTMENT PROPERTIES**

These covenants are promulgated by the owners of I-65 Investment Properties, an Alabama general partnership, and I-65 Properties South, an Alabama general partnership, for the purpose of maintaining an attractive commercial and light industrial subdivision. To the extent possible, I-65 Investment Properties and I-65 Properties South will attempt to uniformly administer these restrictions and will give full credence to any owner's request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be made initially by the I-65 Investment Properties and I-65 Properties South partnerships. Upon the project's completion (seventy-five percent of the land sold) I-65 Investment Properties and I-65 Properties South will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the subdivision who actually conduct business in the subdivision. These individuals or company may from time to time make such changes as they deem necessary and appropriate for the best interest of all property owners.

This Covenants, Conditions and Restrictions Agreement (hereinafter sometimes referred to as the "Agreement") are made and entered into as of the 20th day of December 2000, by and between I-65 Investment Properties, an Alabama general partnership, and I-65 Properties South, an Alabama general partnership (hereinafter referred to as "Declarants") and Thomas F. Matthews, Jr. and Melvin L. Hudson, Jr. (hereinafter referred to as "Purchasers").

WITNESSETH

WHEREAS, Declarants are the owners of certain real property described on **Exhibit A**, attached hereto and made a part hereof (which property is hereinafter referred to as the "Declarants' Property");

WHEREAS, Purchasers have contracted to purchase from Declarants a parcel of real estate described in **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, by reason of the proximity of the Declarants' property and the Purchasers' property, both parties have a substantial interest in the development and maintenance of both Properties.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

1. **GENERAL**
 - 1.1 **Compliance with Law.**

In the completion of any improvements on the Declarants' Property and/or the Purchasers' Property, including, without limitation, any signage, the parties agree, at their own respective expense, to procure and comply with all applicable laws, permits, approvals, ordinances, rules and regulations of various governmental and quasi-governmental agencies and authorities having jurisdiction over the said properties.

2. USE

2.1 Use Restrictions.

The following uses shall not be permitted on either property contemplated herein:

- (A) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building located thereon;
- (B) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (C) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
- (D) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts;
- (E) Any establishment selling or exhibiting pornographic material or drug-related paraphernalia;
- (F) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, or the sale of tickets for a governmentally operated lottery, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant.
- (G) There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles or trucks associated with a business.
- (H) No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.
- (I) No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by Declarants or their successors, the architectural committee.
- (J) No well, of any kind, shall be drilled on the site.

2.2 Other Restrictions.

- (A) All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.
- (B) The setback line for construction of buildings shall be fifty (50) feet from the George Roy Parkway with the fenced area not to extend into the setback area.
- (C) Declarants or their successors, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.
- (D) Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.
- (E) The buildings shall be a minimum of 5,000 square feet and shall be of good quality construction. The buildings shall be brick or masonry unless the committee approves otherwise. Under certain limited conditions a portion of the building (not to exceed one side) may be metal.

6. MAINTENANCE.

3.1 Garbage, Trash and Refuse.

No refuse, garbage, trash, lumber or metal (except building materials during the course of construction of any improvements); and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any tract except within an enclosed structure or container appropriately screened from view in a reasonably acceptable manner, except that any refuse container containing such materials may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup.

3.2 Maintenance of Property.

The parties, their successors and assigns, agree to maintain or cause to be maintained their respective properties and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parking areas, landscaped areas and improvements, in a clean, sightly, and safe condition and further that it will at all times and from time to time cause the prompt removal of all papers, debris, refuse, snow and ice, and that it will sweep paved areas when and as required in order that the Declarants' Property and the Purchasers' Property be maintained as above provided. All grounds shall be maintained in a safe, clean and neat condition free of rubbish and weeds. Lawns shall be kept in a mowed condition. Drainage systems shall be kept clear and free of any obstacles. Parking areas, lighting and signage shall be kept clean and in good repair. To the extent reasonably possible, all plantings shall be maintained in a healthy condition, and fertilization, weeding and pruning of them shall be carried out on a regular basis. Dead or dying plants shall be removed as quickly as possible, and, subject, to seasonal limitations, replaced as quickly as possible. Irrigation systems shall be kept in proper working condition, with adjustment, repair and cleaning being done on a regular basis. All parking lots shall be curbed and paved and irrigation/sprinkler

systems shall be installed and maintained.

3.3 Damage and Restoration.

In the event all or a portion of the improvements situated on either property are damaged or destroyed by a casualty insured or uninsured and the owner does not restore such damaged or destroyed improvements promptly upon the occurrence thereof, such owner shall raze the portions thereof which are not restored or rehabilitated, clear away all debris and take all other action (including paving and landscaping) required by good construction practice so that the area which has been occupied by the razed improvements will be attractive; provided, however, this provision shall not prevent the owner from subsequently building on the area so cleared, provided that any such subsequent construction shall be in accordance with the provision of this Agreement.

4. DEFAULT AND REMEDIES

4.1 Remedies.

All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. Each party shall also have the right to restrain by injunction any violation or threatened violation by any other party of any of the terms, covenants or conditions of this Agreement, or to obtain a decree or compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

5. MISCELLANEOUS

5.1 Covenants to Run With Land.

Except as otherwise herein provided, each and all of the covenants, restrictions, conditions and provisions contained in this Agreement whether of an affirmative or negative nature (a) are made for the direct and mutual benefit of the Declarants' Property and the Purchasers' Property and each and every portion thereof and will constitute covenants running with the land; (b) will bind every owner of a portion of the either property to the extent that such portion is affected or bound by the covenants, conditions, or restrictions to be performed on the behalf of such portion; and (c) will inure to benefit of the parties and their respective successors and assigns.

5.2 Waivers.

No delay or omission in exercising any right accruing under the provisions of this Agreement shall impair any such right or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions, or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement contained herein.

5.3 Partial Invalidity.

If any terms, provisions or conditions contained in the Agreement, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.4 Notices.

All notices, waivers, statements, demands, approvals or other communications (all of the same being referred to herein as "Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided herein, and will be delivered in person, or by certified or registered mail, postage prepaid, or by any nationwide courier service, charges prepaid. The Notice shall be effective upon receipt.

The address of the parties to which such Notices are to be sent and the persons to whose attention said Notices are to be addressed will be those as provided herein, and until further notice are as follows:

Thomas F. Matthews, Jr.:	444 Laredo Drive Birmingham, AL 35226
Melvin L. Hudson, Jr.:	4913 Old Logging Cir. Prince George, VA 23875
I-65 Investment Properties:	P.O. Box 370004 Birmingham, AL 35237
I-65 Properties South:	P.O. Box 370004 Birmingham, AL 35237

A party may change the notice address by written notice to the other party.

5.5 Liability.

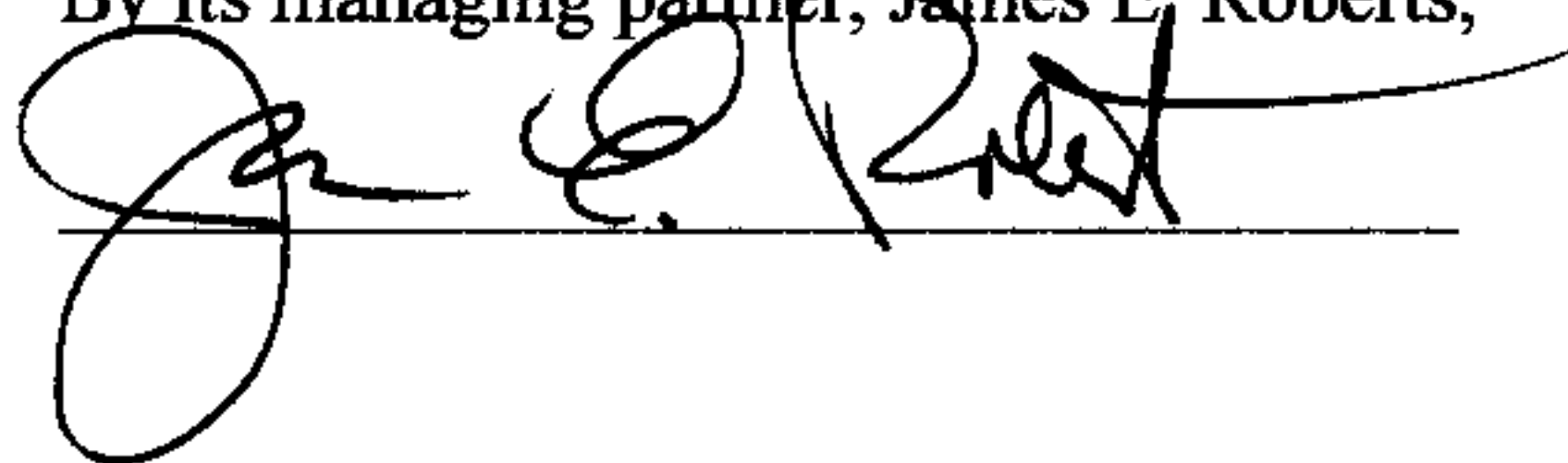
The parties shall be liable for the performance of their respective obligations under this Agreement, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or conveyance to a third party, the Declarants or the Purchasers, as the case may be, shall be forever released of any of its obligations hereunder and such obligations of Declarants or the Purchasers, as the case may be, shall be enforceable only against the Declarants' Property and the Purchasers' Property, as the case may be, and the party acquiring title thereto, its successor and assigns.

5.6 Term.


These covenants shall run with the land and each owner agrees and acknowledges that they have been furnished a copy of such restrictions and that they will abide by same. Likewise, the owner shall advise his or her assigns of such covenants and upon a sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he or she shall be liable for such actions as may be brought by the remaining property owners and/or Declarants as a result of a breach of these covenants. In such event, the owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

I-65 INVESTMENT PROPERTIES:

By its managing partner, James E. Roberts,



PURCHASERS:


Thomas F. Matthews, Jr.
Melvin L. Hudson, Jr.

Inst # 2001-14871

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09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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