

State of Alabama
County of Shelby

Prepared By/Return To:

Wal-Mart Stores, Inc.
Sam M. Walton Development Complex
2001 S. E. 10th Street
Bentonville, AR 72716-0550
Attention: Jeremy Snell

Inst # 2001-25730

06/21/2001
06:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 420.00

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED made this 29th day of May, 2001, between WAL-MART STORES EAST, INC., an Arkansas Corporation, with a corporate address 702 S. W. 8th Street, Bentonville, AR 72716 ("Grantor"), and Baker Seafood Inc., (Grantee)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, containing 1.38 ACRES, more or less, situated, lying, and being in the City of Calera, County of Shelby, State of Alabama, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) Grantee covenants that the Property shall only be used for purposes of the kind typically found in shopping centers, including, but not limited to, offices, restaurants, and retail shops;
- (b) Grantee further covenants that the Property shall not be used for or in support of the following: (i) a discount store, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, discount rack shoe store, quick lube/oil change facility, automobile tire sales; (iii) movie theater, bowling alley, health spa/fitness center; or (iv) adult book store, bar, night club, billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages;
- (c) Grantee further covenants that only two (1) one-story buildings may be erected on said Property, which buildings, so long as the applicable parking ratio required herein is met, shall not exceed three thousand six hundred (3,600) square feet each in floor size or eighteen (18) feet in height.
- (d) Grantee further covenants that in the event the Property is used for a restaurant, there shall not be less than fifteen (15) parking spaces on the Property for every one thousand (1,000) square feet of floor building area thereon; for all other uses permitted hereunder there shall not be less than six (6) parking spaces per one thousand (1,000) square feet of floor building area on the Property;
- (e) Grantee further covenants that: (i) only signs advertising business located on the Property may be erected thereon; (ii) the Property and all improvements erected

or constructed thereon shall be maintained in good condition and repair; and (iii) the exterior of which shall not be constructed of metal.

- (f) Grantor reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans, (ii) utility plans including connections, (iii) grading plans including stormwater management, (iv) setbacks from lot lines, (v) location and dimensions of parking areas and spaces, driveways, and service areas, (vi) landscaping plans, (vii) the placement of Purchaser's building(s) and other improvements including square footage of building(s), (viii) exterior elevations and (ix) signage ("Development Plan") prepared by certified/licensed architects and/or engineers and conforming with the restrictions set forth above. Grantee shall deliver said Development Plan to Grantor for its approval no later than thirty (30) days after the Effective Date. Grantor shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved;
- (g) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated company, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record and the covenants, conditions, and restrictions as stated herein, and subject to real property taxes for the year of 2001, and thereafter.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Director of Real Estate, Excess Property, of the Grantor, Wal-Mart Stores East, Inc., and caused its corporate seal attested by its Assistant Secretary to be hereto affixed the day and year first above written.

WAL-MART STORES EAST, INC.,
an Arkansas Corporation

ATTEST:

BY:

Michael W. Kersting
Michael W. Kersting
Assistant Secretary

[CORPORATE SEAL]

BY:

Carl Ownbey
Carl Ownbey,
Director of Real Estate,
Excess Property

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
COUNTY OF Benton) ss
~~WASHINGTON~~)

In the State of Arkansas, County of Washington, on this 29th day of May, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carl Ownbey to me personally known, who being by me duly sworn did say that he is the Director of Real Estate, Excess Property, of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the corporate seal of said Wal-Mart Stores East, Inc. and that said special warranty deed was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said Carl Ownbey acknowledged said special warranty deed to be the free act and deed of said Corporation.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

BY:

Sherry D. Laemmle
Notary Public
7-10-2006

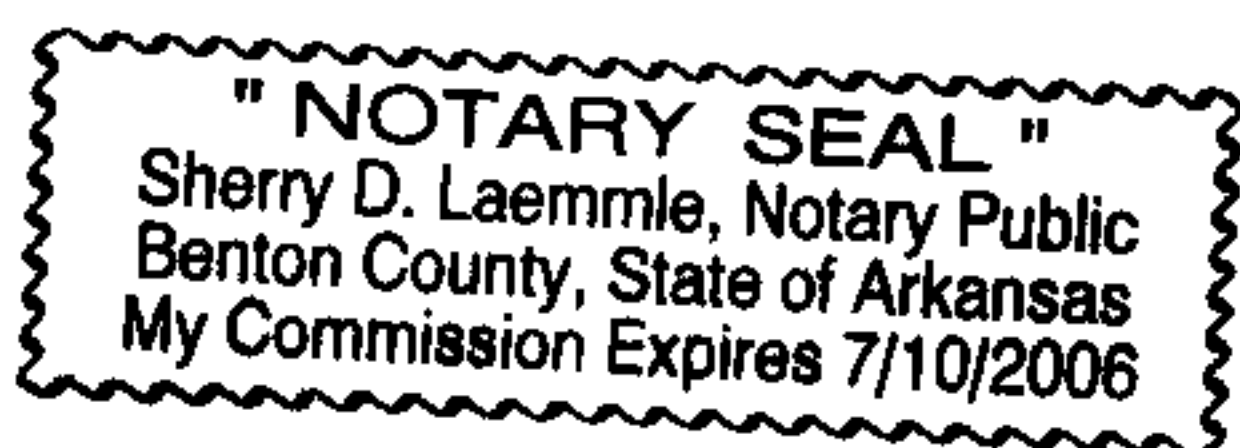
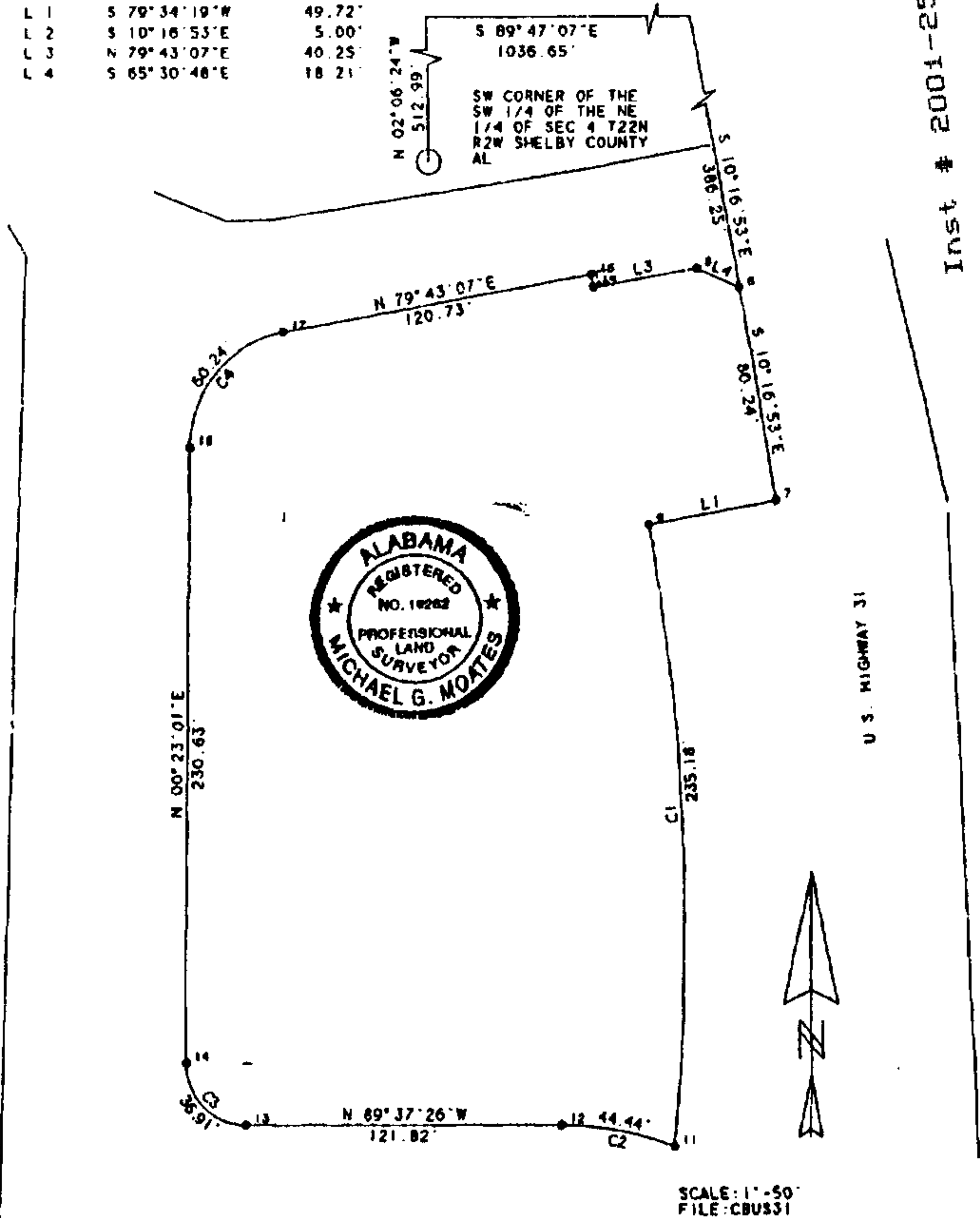


Exhibit "A"

[Legal Description]

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	15° 45' 48"	854.82	235.18	118.34	234.44	S 02° 26' 38" E
C 2	20° 57' 19"	121.50	44.44	22.47	44.19	N 79° 08' 51" W
C 3	89° 59' 35"	23.50	36.91	23.50	33.23	N 44° 37' 26" W
C 4	79° 20' 13"	43.50	60.24	36.08	55.54	N 40° 02' 50" E
LINE	BEARING	DISTANCE				
L 1	S 79° 34' 19" W	49.72				
L 2	S 10° 16' 53" E	5.00				
L 3	N 79° 43' 07" E	40.25				
L 4	S 65° 30' 48" E	18.21				



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LEGAL DESCRIPTION:
COMMENCE AT THE SW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T22N, R2W, SHELBY COUNTY, ALABAMA; THENCE N 02° 06' 24" W, 512.99 FT.; THENCE S 89° 47' 07" E, 1036.65 FT.; THENCE S 10° 16' 53" E, 386.25 FT. TO THE WESTERLY MARGIN OF U.S. HIGHWAY 31 AND BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID ROAD, S 10° 16' 53" E, 80.24 FT.; THENCE CONTINUE ALONG SAID R.O.W., S 79° 34' 19" W, 49.72 FT.; THENCE CONTINUE ALONG SAID R.O.W., ON A CURVE, SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 854.82 ALONG A CHORD BEARING AND DISTANCE, S 02° 26' 38" E, FOR A CHORD DISTANCE OF 234.44 FT.; THENCE LEAVING SAID R.O.W., ALONG A CURVE, SAID CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 121.50 ALONG A CHORD BEARING N 79° 08' 51" W, FOR A DISTANCE OF 44.19 FT.; THENCE N 89° 37' 26" W, 121.82 FT. TO THE BEGINNING OF A CURVE, SAID CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS 23.50 ALONG A CHORD BEARING N 44° 37' 26" W, A CHORD DISTANCE OF 33.23 FT.; THENCE N 00° 23' 01" E, 230.63 FT. TO THE BEGINNING OF A CURVE, SAID CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 43.50 ON A CHORD BEARING N 40° 02' 50" E, A CHORD DISTANCE OF 55.54 FT.; THENCE N 79° 43' 07" E, 120.73 FT.; THENCE S 10° 16' 53" E, 5.0 FT.; THENCE N 79° 43' 07" E, 40.25 FT.; THENCE S 65° 30' 48" E, 18.21 FT. TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 1.38 ACRES MORE OR LESS.

STATE OF ALABAMA
CHILTON COUNTY

I, MICHAEL G. MOATES, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT THIS MAP OR PLAT IS TRUE AND CORRECT AND PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF ALABAMA. THIS THE 14th DAY OF May, 2001

911 CO. RD. 484, VERBENA, AL MICHAEL G. MOATES PLS 19262