

Consideration \$525,000.00

Prepared By/Return To:

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

Inst # 2001-30014

07/20/2001-30014
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NSB 548.00

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED made this July 17, 2001, between WAL-MART STORES EAST, INC., an Arkansas corporation, with a corporate address of 702 S. W. 8th Street, Bentonville, AR 72716 ("Grantor"), and SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware Corporation, with a corporate address of One McDonald's Plaza, Oakbrook, IL 60523 ("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 1.49 ACRES, more or less, situated, lying, and being in the City of Calera, Shelby County, Alabama, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property") together with all improvements thereon, easements and rights appurtenant thereto and all of Grantor's right, title and interest in any public rights-of-way adjoining the 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 or amusement(not including a playland or playplace) or any business whose principal revenues are from the sale of alcoholic beverages;
- (c) Grantee further covenants that only one (1) one-story building may be erected on said Property, which building, so long as the applicable parking ratio required herein is met, shall not exceed four thousand two hundred (4,200) square feet in floor size(not including the playland or playplace) or twenty-two (22) feet in height.

- (d) Grantee further covenants that in the event the Property is used for a restaurant, there shall not be less than thirteen(13) 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, (iii) grading plans, (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 Grantee's building(s) and other improvements), (viii) exterior elevations and (ix) signage ("Development Plan") prepared by certified engineers and conforming with the restrictions set forth above, submitted by Grantee to Grantor for its approval. The aforementioned approval shall not be required for any interior floor plans. 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. If Grantor has not approved or disapproved the Development Plan on or within thirty (30) days after Grantor receives the Development Plan, the Development Plan shall be deemed to have been approved.
- (g) All such covenants, conditions, restrictions shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Grantor, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions 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: see Exhibit "B"

[signature page follows]

WAL-MART STORES, INC.,
an Arkansas corporation

[CORPORATE SEAL]

" NOTARY SEAL "
Valerie Eden, Notary Public
Benton County, State of Arkansas
My Commission Expires 5/13/2011

Exhibit "A"

Lot 3, according to the Map and Survey of Wal-Mart Supercenter #3271 Subdivision,
as recorded in Map Book 27, Page 117, in the Probate Office of Shelby County,
Alabama.

EXHIBIT "B"

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including but not limited to gas, oil, sand and gravel in, on and under subject property.
2. General and special taxes or assessments for 2001 and subsequent years not yet due and payable.
3. Easements and setback lines as shown on recorded map.
4. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Record 103, Page 164; Deed Book 131, Page 315; Deed Book 195, Page 318.

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