

Send Tax Notice To: Pate Santa Fe, L.L.C.  
Post Office Box 468  
Northport, Alabama 35476

STATE OF ALABAMA )  
 )  
SHELBY COUNTY ) WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of THIRTY THOUSAND AND 00/100 (\$ 30,000.00) DOLLARS, in cash, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, I, SHERMAN HOLLAND, JR., herein referred to as Grantor, do hereby grant, bargain, sell and convey unto PATE SANTA FE, L.L.C., (herein referred to as Grantee), the following described real property situated in Shelby County, Alabama, to-wit:

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, and being more particularly described as follows: Commence at the Northwest corner of above said Quarter-Quarter; thence North 89 degrees 50 minutes 27 seconds East and along said Quarter-Quarter line a distance of 191.88 feet to a point lying on the East right of way line of CSX Railroad; thence South 2 degrees 22 minutes 35 seconds East and along said right of way line a distance of 204.24 feet to the point of beginning; thence continue along the last described course, a distance of 127.09 feet ; thence North 89 degrees 50 minutes 30 seconds East and leaving said right of way line, a distance of 127.82 feet' thence North 00 degrees 09 minutes 30 seconds West, a distance of 127.00 feet; thence South 89 degrees 50 minutes 30 seconds West a distance of 132,74 feet to the point of beginning

Subject to:

A 20-foot utility and drainage easement lying 10 feet on either side of and parallel to the following described centerline:

Commence at the Northwest corner of above said quarter-quarter; thence North 89 degrees 50 minutes 27 seconds East along said quarter-quarter line a distance of 191.88 feet to a point lying on the East right of way line of CSX Railroad; thence South 2 degrees 22 minutes 35 seconds East and along said right of way line a distance of 321.32 feet to the point of beginning; thence North 89 degrees 50 minutes 30 seconds East a distance of 128.21 feet to the end of said easement.

ALSO:

Without warranty of any kind perpetual non exclusive 30 foot easements for ingress and egress over and across and to access, install and maintain utilities over, under and across a part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, and being more particularly described as follows:

ACCESS EASEMENT 1:

Commence at the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence run South 84 degrees 18 minutes 45 seconds East and along the North boundary of said Quarter-Quarter 576.57 feet to the point of beginning; thence run South 14 degrees 09 minutes 50

11/29/2001-51719  
12:45 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 20.00

Inst # 2001-51719

MTA

seconds West 334.82 feet; thence run South 84 degrees 15 minutes 46 seconds East 30.30 feet to a point on the West right of way of U. S. Highway 31; thence run North 14 degrees 09 minutes 58 seconds East along said West right of way 334.85 feet to a point on the North boundary of said Quarter-Quarter; thence run North 84 degrees 18 minutes 45 seconds West and along said North boundary 30.31 feet to the point of beginning.

ACCESS EASEMENT 1-A:

Commence at the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence run South 84 degrees 18 minutes 45 seconds East and along the North boundary of said Quarter-Quarter 576.57 feet to the point of beginning; thence South 14 degrees 09 minutes 50 seconds West 206.39 feet; thence run South 84 degrees 18 minutes 16 seconds East 30.31 feet to a point on the West right of way of U. S. Highway 31; thence run North 14 degrees 09 minutes 58 seconds East along said West right of way 206.40 feet to a point on the North boundary of said Quarter-Quarter; thence run North 84 degrees 18 minutes 45 seconds West and along said North boundary 30.31 feet to the point of beginning.

GRANTOR, HIS SUCCESSORS AND ASSIGNS, HEREIN RESERVE THE RIGHT, IN PERPETUITY, TO COME OVER, ACROSS AND ALONG, WITHOUT RESTRICTION OF ANY KIND, ANY EASEMENT GRANTED HEREIN. FURTHER, GRANTOR IS RELIEVED OF ANY MAINTENANCE EXPENSE, IN PERPETUITY, ON ANY OF THE PROPERTY GRANTED AS AN EASEMENT HEREIN AND GRANTEE ASSUMES THE EXPENSE OF ANY NECESSARY MAINTENANCE, IN PERPETUITY, ON ANY OF THE PROPERTY GRANTED HEREIN AS AN EASEMENT. GRANTOR WILL TAKE NO ACTION REGARDING THE EASEMENT AREA WHICH WILL ADVERSELY AFFECT THE RIGHTS GRANTED TO THE GRANTEE HEREIN.

Subject to: 1. Taxes for 2002 and subsequent years, 2002 ad valorem taxes are a lien but not due and payable until October 1, 2002. 2. Easement to South Central Bell as recorded in Deed Book 309, Page 337. 3. Title to minerals underlying the above described lands with mining rights and privileges belonging thereto. 4. Easements to City of Pelham as recorded in Deed Book 337, Page 525; Instrument No. 1999-18787 and Instrument No. 1999-18797. 5. Rights of other parties to the use of the easements described herein. 6. Rights of ingress and egress to and from the above described lands.

THE ENTIRE CONSIDERATION RECITED HEREIN IS BEING PAID WITH THE PROCEEDS OF A MORTGAGE LOAN ON THE PROPERTY HEREIN CONVEYED.

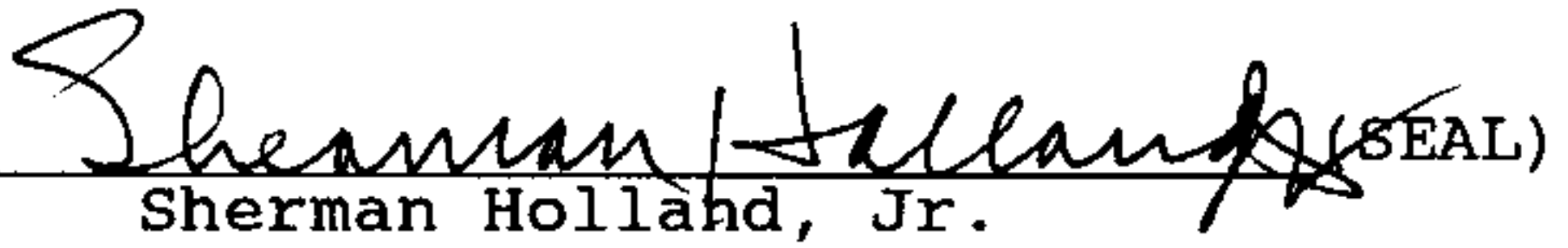
THE PROPERTY HEREIN CONVEYED IS NOT NOW, NOR HAS IT EVER BEEN THE HOMESTEAD PROPERTY OF THE GRANTOR, HIS SPOUSE OR ANY MEMBER OF HIS FAMILY.

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

And I do for myself and for my heirs, executors and administrators covenant with the Grantee, its successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted

above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of November, 2001.

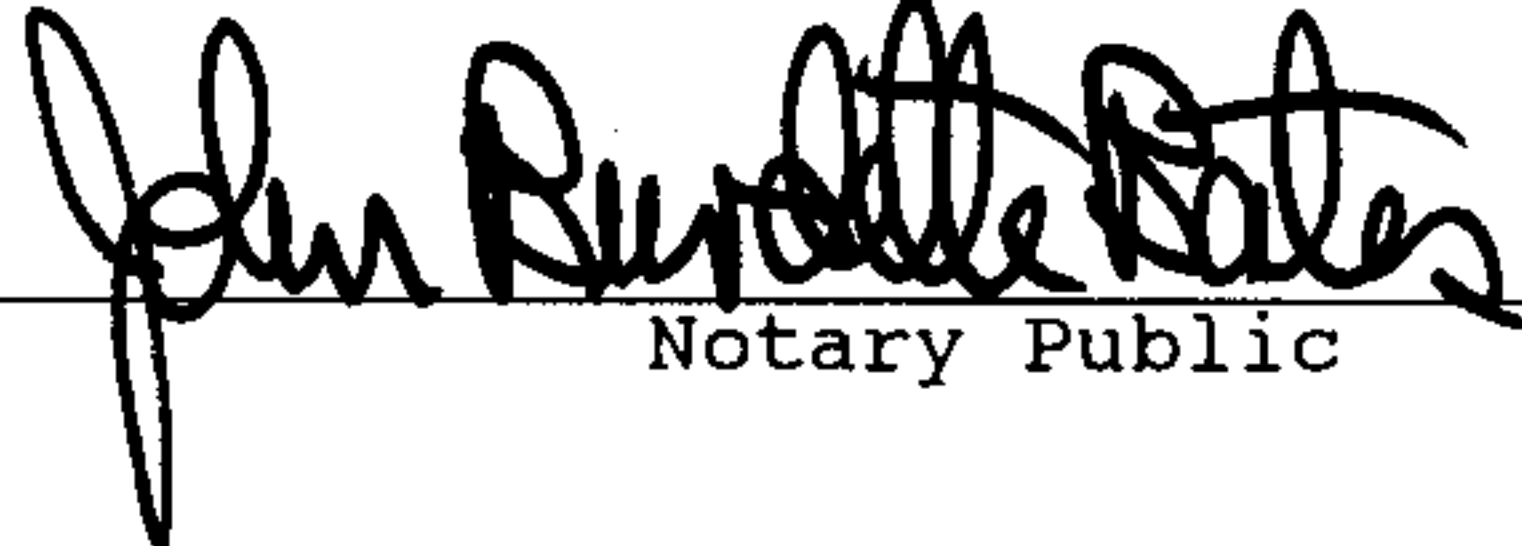
 (SEAL)  
Sherman Holland, Jr.

STATE OF ALABAMA )  
                                  )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sherman Holland, Jr. whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of November, 2001.

MY COMMISSION EXPIRES:

7/29/02       Notary Public

This instrument was prepared by:

John Burdette Bates, Attorney at Law  
#10 Office Park Circle, Suite 122  
Birmingham, Alabama 35223

Inst # 2001-51719

11/29/2001-51719  
12:45 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 20.00