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This instrument prepared by:

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P. O. Box 830642  
Birmingham, Alabama 35283-0642  
Telephone: (205) 251-9600

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned John E. Van Valkenburgh, a married man ("Van Valkenburgh"), Carl D. Panattoni, a married man ("Panattoni"), Panattoni/Van Valkenburgh Joint Venture, a California general partnership (the "Joint Venture") and Pebble Partners, LLP, an Alabama limited liability partnership (the "Partnership Grantor"; Van Valkenburgh, Panattoni, the Joint Venture and the Partnership Grantor being collectively referred to as the "Grantors"), by Edwin B. Lumpkin, Jr. (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey to the Grantee the real estate situated in Shelby County, Alabama described on Exhibit A hereto (the "Property");

**TOGETHER WITH** all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining;

**SUBJECT AND SUBORDINATE TO:**

1. All easements, restrictions and encumbrances of record.
2. Ad valorem taxes due and payable on October 1, 2002 and for all subsequent years.
3. The covenants and restrictions as set forth hereinafter.

No part of the Property is the homestead of any of the Grantors.

By acceptance hereof, the Grantee covenants and agrees (a) that the Grantee, and any person acting under contract with the Grantee or acting with the permission or knowledge of the Grantee, shall not construct, install, locate or permit any building, structure, fence, paving, landscaping or other improvement on the Property that is not in compliance with the Covenants and Restrictions more particularly described on Exhibit B attached hereto (the "Restrictions"), and (b) that violation of the Restrictions will cause irreparable damage to the Grantors for which money damages would be an inadequate remedy and therefore the Restrictions may be enforced by the Grantors by all remedies available at law or in equity, including without limitation specific performance and

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injunctive relief, and (c) that the Restrictions shall run with the Property and be binding upon and enforceable against the Grantee and the respective heirs, executors, administrators and assigns thereof.

The Grantors hereby appoint the Partnership Grantor (acting by any partner or member thereof) to act for all of the Grantors with respect to the certification to any interested person of whether compliance may have been had with the Restrictions and if not the reason or reasons thereof.

By acceptance of this Deed, the Grantee hereby agrees that, for a period of sixty (60) days from the date hereof, the Grantor, its successors and/or assigns, may remove certain fill material from the Property in the location designated by shading on Exhibit A. The Grantors agree that no such material shall be removed below the grade of Southgate Drive.

**TO HAVE AND TO HOLD** unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantors and the Grantee have executed this instrument on this 10th day of April, 2002.

**GRANTORS:**

**PEBBLE PARTNERS, LLP**

By H. Michael Graham  
Partner

By [Signature]  
Partner

**JOHN VAN VALKENBURGH**

By John E. Van Valkenburgh (L.S.)  
John E. Van Valkenburgh

**CARL D. PANATTONI**

By [Signature] (L.S.)  
Carl D. Panattoni

**PANATTONI/VAN VALKENBURGH  
JOINT VENTURE**

By: John E. Van Valkenburgh  
Its: \_\_\_\_\_

Accepted and Agreed:

**GRANTEE:**

Edwin B. Lumpkin  
~~EDDIE LUMPKIN~~  
Edwin B. Lumpkin, Jr. CBZ

STATE OF ALABAMA     )  
  )  
JEFFERSON COUNTY     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. Michael Graham, whose name as partner of Pebble Partners, LLP, an Alabama limited liability partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such partner and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and seal this the 9<sup>th</sup> day of April, 2002.

Bileen A. McAnnally  
Notary Public

My commission expires: 05/21/2005

STATE OF ALABAMA     )  
  )  
JEFFERSON COUNTY     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven V. Graham, whose name as partner of Pebble Partners, LLP, an Alabama limited liability partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such partner and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and seal this the 9th day of April, 2002.

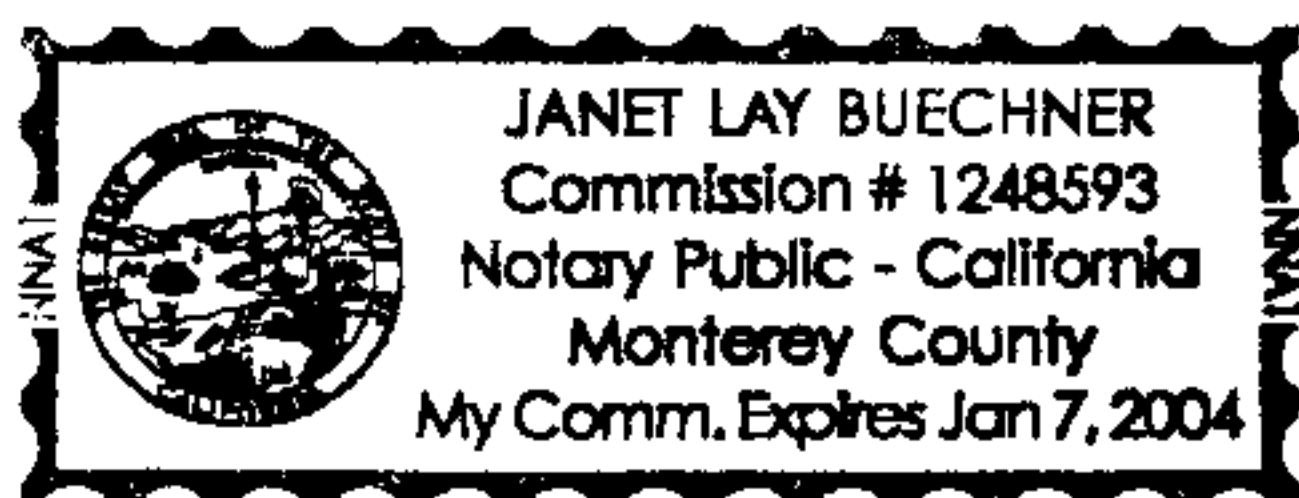
Billie A. McAnnally  
Notary Public

My commission expires: 05/21/2005

STATE OF CALIFORNIA    )  
  )  
Monterey COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John E. Van Valkenburgh, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and seal this the 3rd day of April, 2002.



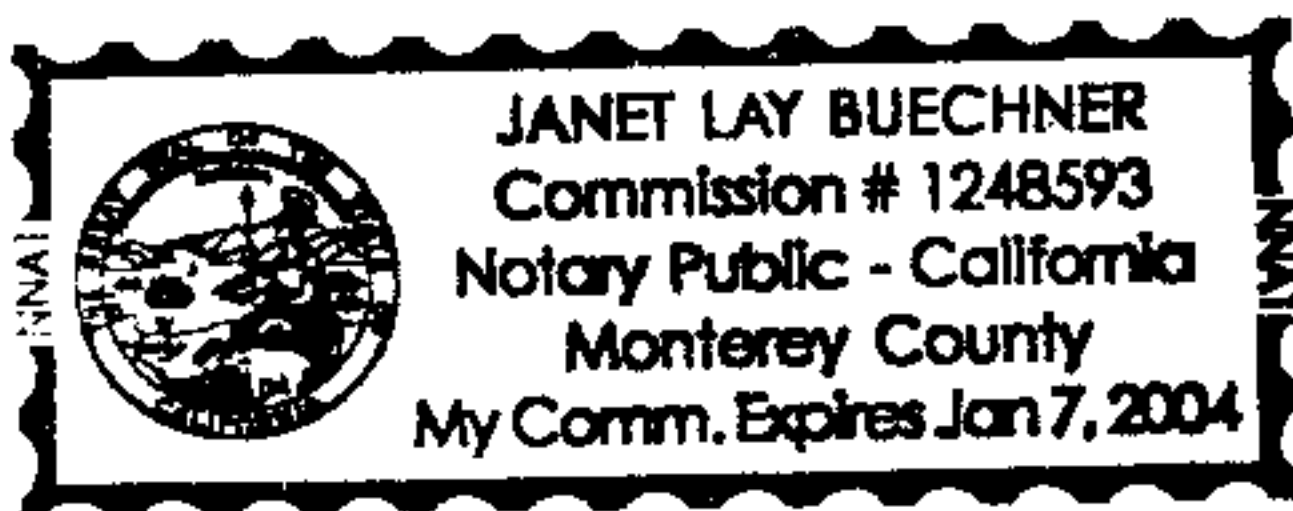
Janet Lay Buechner  
Notary Public

My commission expires: Jan 7, 2004

STATE OF CALIFORNIA    )  
                                      )  
Monterey COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carl D. Panattoni, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and seal this the 3rd day of April, 2002.



Janet Lay Buechner  
Notary Public

My commission expires: Jan 7, 2004

STATE OF ~~CALIFORNIA~~ <sup>ALABAMA</sup> )  
 )  
Jefferson COUNTY )

I, <sup>Joe</sup> the undersigned, a Notary Public in and for said County in said State, hereby certify that <sup>Edwin B.</sup> ~~Eddie~~ Lumpkin, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and seal this the 10<sup>th</sup> day of April, 2002.

Edwin B. Ashill  
Notary Public

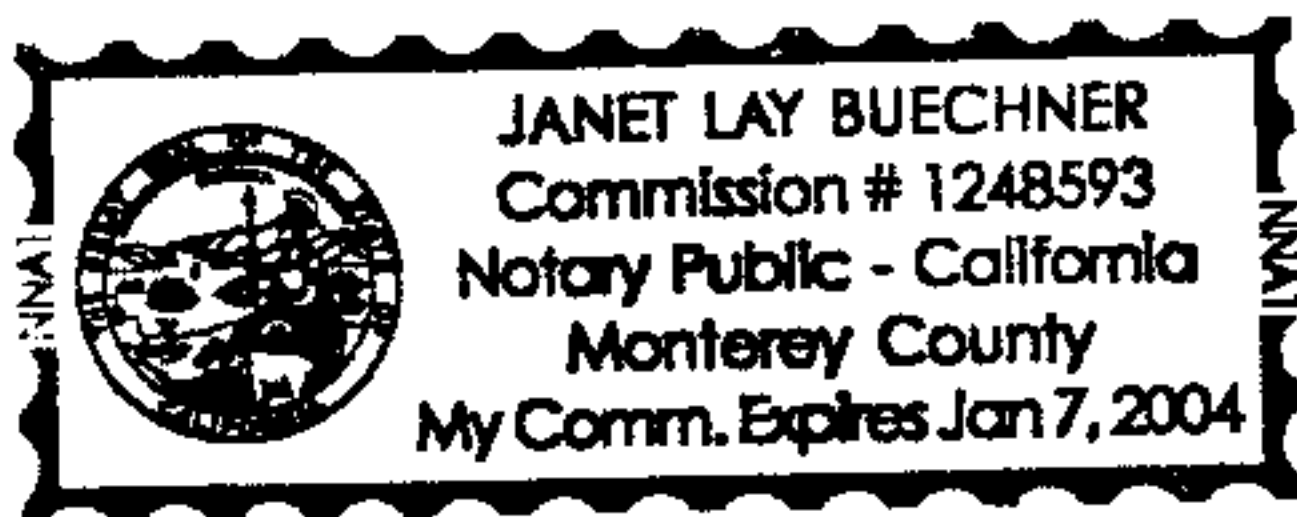
My commission expires: \_\_\_\_\_ My Commission Expires 6/19/2004



*California*  
STATE OF ~~ALABAMA~~ )  
*Monterey* )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *John Van Valkenburgh*, whose name as *General Partner* of Panattoni/Van Valkenburgh Joint Venture, a California general partnership, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, ~~she~~, as such *General Partner* and with full authority executed the same voluntarily for and as the act of said general partnership.

Given under my hand and seal this the 3rd day of April, 2002.



*Janet Lay Buechner*  
\_\_\_\_\_  
Notary Public

My commission expires: ~~June 19, 2004~~ *Jan 7, 2004*

## Exhibit A

### [Legal Description]

A parcel of land situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southeast quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and run in an Easterly direction along the North line of said quarter section a distance of 329.55 feet to a point, said point lying on the Southwesterly boundary line of Cahaba Valley Park North as recorded in Map Book 13, pages 140a and 140b in the Office of the Judge of Probate of Shelby County, Alabama, being the POINT OF BEGINNING of the herein described parcel; thence turn a deflection angle of  $60^{\circ} 17' 38''$  to the right and run in a Southeasterly direction along said boundary line of Cahaba Valley Park North a distance of 536.18 feet to a point; thence turn an interior angle of  $91^{\circ} 53' 48''$  and run to the right in a Southwesterly direction a distance of 517.09 feet to a point, said point being on the Easterly right of way line of Southgate Drive, as recorded in Map Book 22, page 91 in the Probate Office of Shelby County; thence turn an interior angle of  $88^{\circ} 06' 12''$  and run to the right in a Northwesterly direction along the Easterly right of way line of said Southgate Drive a distance of 125.92 feet to a point, said point being at the beginning of a curve to the left; thence run along the arc of said curve, having a central angle of  $76^{\circ} 18' 28''$  and a radius of 280.00 feet, in a Northwesterly to Westerly to Southwesterly direction along said right of way an arc distance of 372.91 feet to a point; thence turn an interior angle of  $92^{\circ} 48' 49''$  to tangent, and run to the right a distance of 635.86 feet to a point, said point being on the Southern boundary line of said Cahaba Valley Park North; thence turn an interior angle of  $71^{\circ} 06' 45''$  and run to the right in an Easterly direction along said Southern line of said subdivision a distance of 703.31 feet to a point; thence turn an interior angle of  $119^{\circ} 45' 59''$  and run to the right a distance of 119.94 feet to the POINT OF BEGINNING.

EXHIBIT "B"

**COVENANTS AND RESTRICTIONS**

All outside storage shall be screened from Southgate Drive with either an approved fencing plan approved by Seller or planted landscaped earth berms which shall be five (5) feet in height prior to any planting. The side screening for any outside storage shall be a solid wood fence or metal fence with solid slats. There is no screening provision for the rear property line.

Front and side walls of buildings adjacent to and within 200 feet of the curb line along Southgate Drive shall be masonry. Masonry shall mean brick or split-face block or a combination thereof. Buildings located behind buildings adjacent to Southgate Drive may be consistent in design and materials as those buildings developed by the Purchaser located behind the nearby Winn Dixie on Commerce Parkway provided, however, said buildings are not closer than 200 feet from the curb line along Southgate Drive.

The land area fronting Southgate Drive shall be professionally designed and landscaped with an irrigation system. This planted area shall be a minimum of 30 feet from the curb of Southgate Drive unless changed by subsequent mutual agreement.

All signs shall be permanent in nature and shall be in accordance with the regulations of the City of Pelham. There shall be no trailer type or temporary signs.

EB Buyer  
Seller's Initials

HG Seller  
Buyer's Initials

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