

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA )

PROJECT NO. STPBH-7124(3)

SHELBY COUNTY )

TRACT NO. A & C

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Home Depot U.S.A., Inc. A Delaware Corporation, of the County and State aforesaid, in and for the consideration of Eighty Eight Thousand Two Hundred Twenty dollars and 00/100,

in hand paid by Shelby County, to Southmark Properties, L.L.C. and Interstate Restaurant Investors, L.L.P., at the direction of Grantor, the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction or improvement of a public road through our lands, in Shelby County, do hereby give, grant, bargain, sell and convey to Shelby County, its successors or assigns, a Right-of-Way hereinafter described, over and across our said lands in Shelby County, Alabama, for a public road, said Right-of-Way herein conveyed being more particularly described as follows, and as shown on the sketch attached hereto as Exhibit "A" and make a part hereof by reference to wit:

Tract No. A Commence at the Northwest Corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence S87°46'0"E a distance of 1669.02'; thence S18° 40'0"W a distance of 190.46'; thence S11°40'0"W a distance of 369.40'; thence N81°15'0"E a distance of 37.50'; thence S14°37'0"W a distance of 75.00'; thence N81°15'0"E a distance of 326.28' for a point lying on the Westerly Right-of-Way Line of Shelby County Highway #33 (80' Right-of-Way); thence S12°43'0"W, along said Right-of-Way Line a distance of 41.58'; thence S14°35'24"W, along said Right-of-Way Line a distance of 136.71'; thence S14°26'26", along said right-of-way Line a distance of 134.61'; thence S16°53'24"W, along said Right-of-Way Line a distance of 11.59'; thence S16°43'24" W, along said Right-of-Way Line a distance of 732.86' to the beginning of a curve to the right having a radius of 791.34', a central angle of 3°14'03", being subtended by a chord which bears S18°35'2"W, a chord distance of 44.66' thence along the arc of said curve a distance of 44.67' to the POINT OF BEGINNING; thence continue along arc of said curve through a central angle 7°49'05", a chord bearing S24°6'35"W, a chord distance of 107.89', along said Right-of-Way Line a distance of 107.98' to the intersection of said Right-of-Way Line and the northerly Right-of-Way Line of Shelby County Highway #52(Right-of-Way Varies); thence, leaving said Right-of-Way Line of Shelby County Highway #33 and along said Right-of-Way Line of Shelby County Highway #52, N73°8'32"W, along said Right-of-Way Line a distance of 66.81'; thence N14°32'22"E, along said Right-of-Way Line a distance of 59.90'; thence N73°20'32"W, along said Right-of-Way Line a distance of 49.43' to the beginning of a curve to the right having a radius of 663.94', a central angle of 14°15'11" and subtended by a chord which bears N65°26'24"W, a chord distance of 164.74', and along said Right-of-Way Line a distance of 165.16' to the beginning of a non tangent curve to the left having a radius of 800.00', a central angle of 14°51'13", and subtended by a chord which bears S71° 43'30"E, a chord distance of 206.81'; thence, leaving said Right-of-Way Line and along the arc of said curve a distance of 207.39'; thence S79°9'6"E a distance of 66.05' to the beginning of a curve to the left having a radius of 25.00', a central angle of 82°23'52", and subtended by a chord which bears N61°23'59"E, a chord distance of 32.93', thence along the arc of said curve a distance of 35.95' to the POINT OF BEGINNING. Containing 8,325.3 sq.ft., more or less.

Tract No. C Commence at the Northwest Corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence S87°46'0"E a distance of 1669.02'; thence S18° 40'0"W a distance of 190.46'; thence S11°40'0"W a distance of 369.40'; thence N81°15'0"E a distance of 37.50'; thence S14°37'0"W a distance of 75.00'; thence N81°15'0"E a distance of 326.28' for a point lying on the Westerly Right-of-Way Line of Shelby County Highway #33 (80' Right-of-Way); thence S12°43'0"W, along said Right-of-Way Line a distance of 41.58'; thence S14°35'24"W, along said Right-of-Way Line a distance of 136.71'; thence S14°26'26"W, along said right-of-way Line a distance of 134.61'; thence S16°53'24"W, along said Right-of-Way Line a distance of 11.59'; thence S16°43'24"W, along said Right-of-Way Line a distance of 732.86' to the beginning of a curve to the right having a radius of 791.34', a central angle of 3°14'03", being subtended by a chord which bears S18°35'2"W, a chord distance of 44.66' thence along the arc of said curve a distance of 44.67'; thence continue along arc of said curve through a central angle 7°49'05", a chord bearing S24°6'35"W, a chord distance of 107.89', along said Right-of-Way Line a distance of 107.98' to the intersection of said Right-of-Way Line and the northerly Right-of-Way Line of Shelby County Highway #52(Right-of-Way Varies); thence, leaving said Right-of-Way Line of Shelby County Highway #33 and along said Right-of-Way Line of Shelby County Highway #52, N73°8'32"W, along said Right-of-Way Line a distance of 66.81'; thence N14°32'22"E, along said Right-of-Way Line a distance of 59.90'; thence N73°20'32"W, along said Right-of-Way Line a distance of 49.43' to the beginning of a curve to the right having a radius of 663.94', a central angle of 14°15'11" and subtended by a chord which bears N65°26'24"W, a chord distance of 164.74', and along said Right-of-Way Line a distance of 165.16'; thence continue along the arc of said curve through a central angle of 8°17'39", having a chord bearing of N54°9'59"W, a chord distance of 96.03'; thence along the arc of said curve and along said Right-of-Way a distance of 96.11'; thence S39°58'50"W, along said Right-of-Way Line a distance of 11.30' to the POINT OF BEGINNING; thence continue along last described course, and along said Right-of-Way Line a distance of 28.70' to the beginning of a non tangent curve to the right having a radius of 703.94', a central angle of 3°49'10", and subtended by a chord which bears N48°6'35"W, a chord distance of 46.92'; thence along the arc of said curve and along said Right-of-Way

Wade, Eric



Line a distance of 46.93'; thence, leaving said Right-of-Way Line, N37°50'51"E a distance of 25.46' to the beginning of a non tangent curve to the left having a radius of 800.00', a central angle of 3°26'06", and subtended by a chord which bears S52°02'51"E, a chord distance of 47.96'; thence along the arc of said curve a distance of 47.96' to the POINT OF BEGINNING. Containing 1212 sq. ft. more or less.

THE WITHIN CONVEYANCE is made subject to the reservation by Grantor of a perpetual easement appurtenant to Grantor's adjacent tract of land, for the benefit of Grantor and its successors and assigns, to construct, maintain, repair and replace those certain improvements (including slopes) located within the property hereby conveyed, such improvements being more particularly shown and delineated on those certain engineering plans and specifications (the "HD Plans") prepared for Grantor by Planners and Engineers Collaborative, consisting of (i) Site Plan Sheet C-3A dated November 29, 2000, last revised June 10, 2002; (ii) Phase 1 Grading and Drainage Plan Sheet C-4A dated November 29, 2000, last revised June 26, 2002; and (iii) Slope Profiles Highway 52 Sheet C-17 dated November 29, 2000 last revised April 8, 2002. The HD Plans were approved by Grantee as evidenced by Shelby County Public Works Department letter dated April 18, 2002. Reduced copies of the HD Plans are attached hereto as Exhibit "B" and by this reference incorporated herein and made a part hereof. Notwithstanding the foregoing reservation of easement rights by Grantor, Grantee shall have the right to utilize all or any portion of the real property hereby conveyed for future right-of-way improvements, provided the Grantee provides to Grantor, for the benefit of Grantor's adjacent tract of land, suitable compensatory lateral support and comparable alternative drainage benefits, and provided further that such improvements do not impair the lateral support, drainage and other benefits provided by the aforesaid slopes, drainage and other improvements as shown on the HD Plans.

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

And the undersigned does covenant with the said Grantees, their successors, and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted, that it has good right to sell and convey the same as aforesaid, that it shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 6<sup>th</sup> day of Dec., 2002.

WITNESS:

DAVE COOPER  
DAVE COOPER

Home Depot U.S.A., Inc.

By: Jeff Israel

Jeff Israel

Senior Corporate Counsel - Real Estate

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF GEORGIA )

COBB COUNTY )

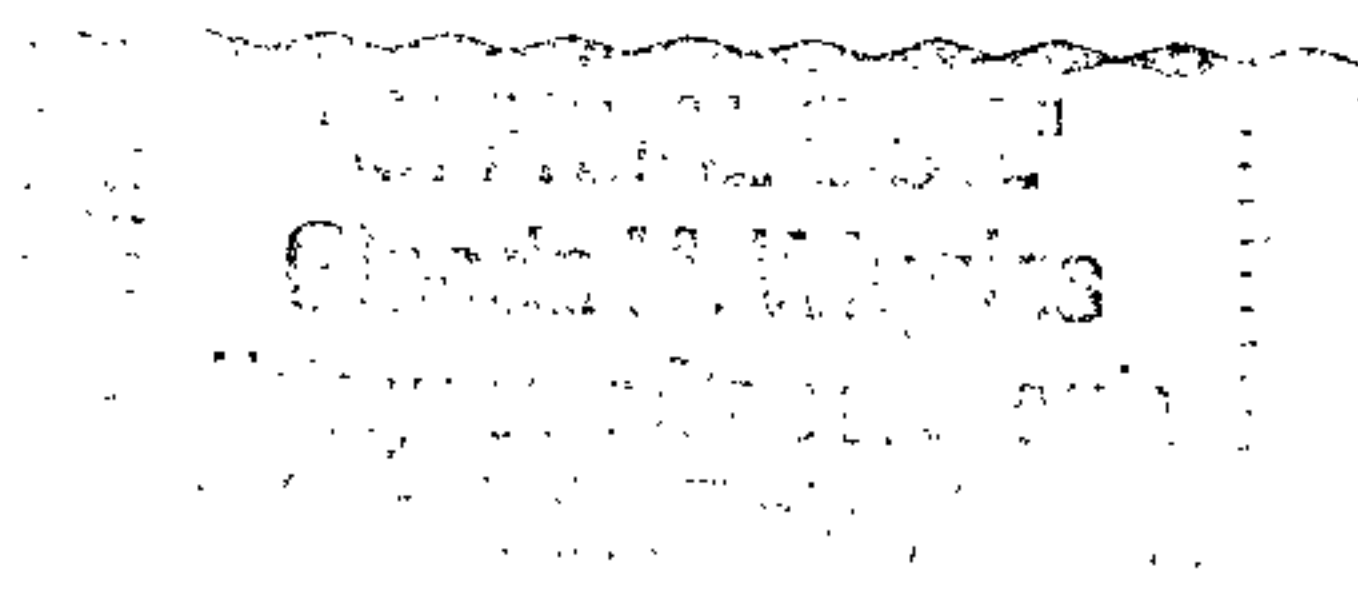
I, GLENDAM. WIGGINS, a Notary Public, in and for said County and State, hereby certify that

JEFF ISRAEL whose name(s) as Se. Corp. Counsel-RE of the Company, a corporation, is/are signed to the foregoing conveyance, and who is are signed to the foregoing conveyance, and who is are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, JEFF ISRAEL Se. Corp. Counsel-RE as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of December, 2002.

Glenda M. Wiggins NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-27-03



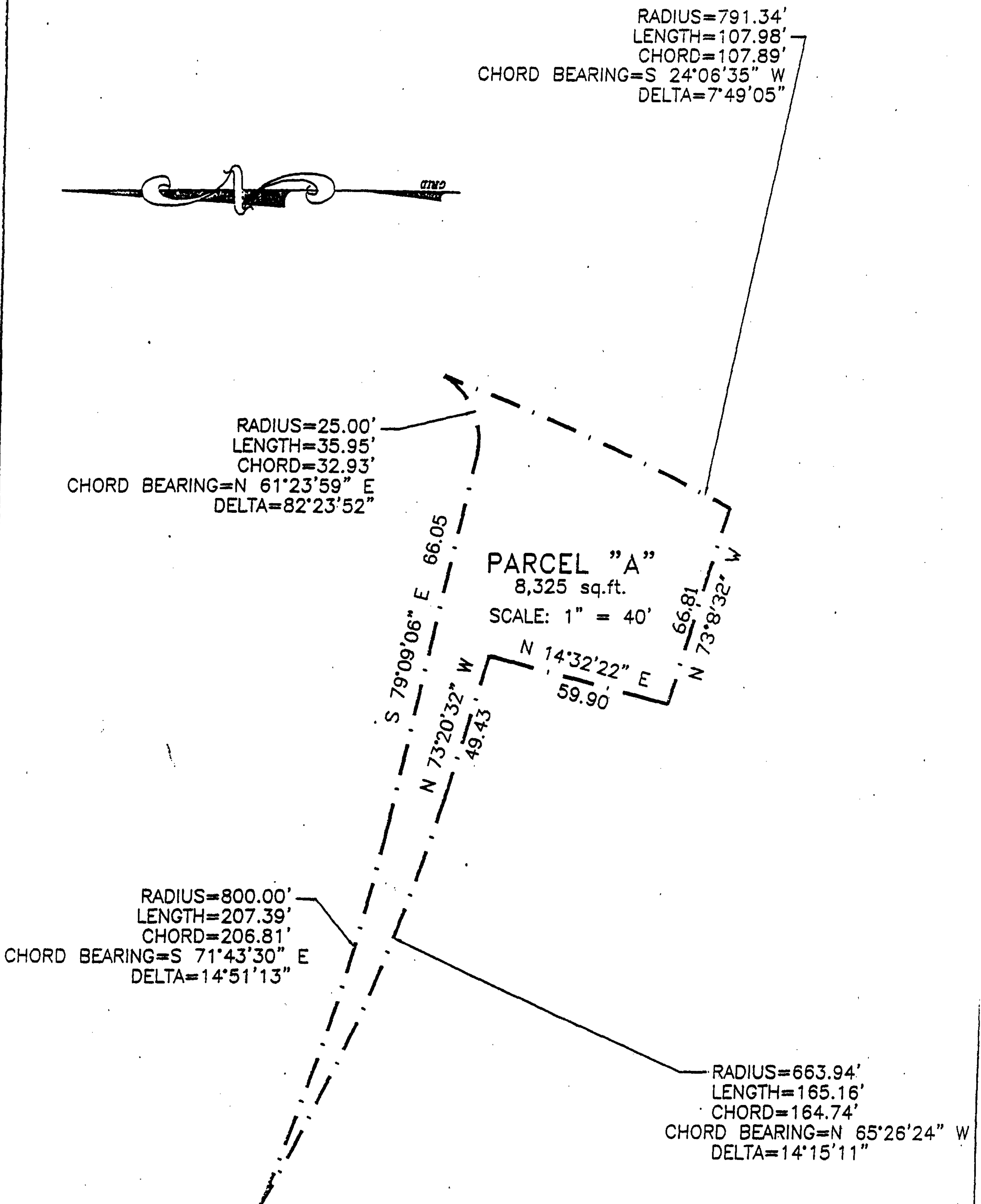


EXHIBIT "A" - Page 2 of 2

