

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue Suite 101
Birmingham, Alabama 35226

Send Tax Notice To:
WALGREEN CO.
300 Wilmot Road
Deerfield, IL 60015

STATUTORY WARRANTY DEED

20050112000018550 Pg 1/2 298.00
Shelby Cnty Judge of Probate, AL
01/12/2005 09:46:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Two hundred eighty-one thousand and 00/100 Dollars (\$281,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, Pelham Parkway, LLC, an Alabama Limited Liability Company, herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Walgreen Co., an Illinois Corporation, (herein referred to as Grantee, whether one or more), in the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 4, according to the survey of Lots 3 & 4 Pelham Parkway Commercial Subdivision, as recorded in Map Book 27, Page 86, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement located on Lot 2 as shown on the map and survey of Pelham Parkway North Commercial Subdivision as recorded in Map Book 27, page 113 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee, its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement as shown on the map and survey of Lot 1, Pelham Parkway Commercial Subdivision as recorded in Map Book 26, page 116 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee, its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement as shown on the map and survey of Lot 2, Pelham Parkway Commercial Subdivision as recorded in Map Book 27, page 44 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee, its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement as shown on the map and survey of Lot 3, Pelham Parkway Commercial Subdivision as recorded in Map Book 27, page 86 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee, its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

SUBJECT TO: (1) Taxes due and payable October 1, 2005 and thereafter; (2) Easements to the City of Pelham as recorded in Deed Book 337, Page 525 and Instrument Number 1999-18797 and

as shown by Map Book 27, Page 86; (3) Rights of others to use ingress/egress area as shown by Map Book 27, Page 86, in the Probate Office of Shelby County, Alabama; (4) 20 foot sanitary sewer easement along West lot line and 30 foot sanitary sewer easement along West lot line as shown on Map Book 27, Page 86; (5) Notes and Conditions as shown by Map Book 27, Page 86; (6) Transmission Line Permits to Alabama Power as recorded in Deed Book 92, page 437, Deed Book 107, Page 533 and Deed Book 138, Page 52; (7) Mineral and mining rights not owned by the Grantor.

This deed has been executed as required by the Articles of Organization and Operating Agreement of the Grantor and the same have not been modified or amended.

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

11th **IN WITNESS WHEREOF**, the undersigned has hereunto set his hand and seal, this the day of January, 2005.

Pelham Parkway, LLC

By: John McGeever
John McGeever

Its: Member

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STATE OF ALABAMA)
JEFFERSON COUNTY)

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that John McGeever as Member of Pelham Parkway, LLC, 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 11th day of JANUARY, 2005.

John McGeever
Notary Public
My Commission Expires: 8/4/05