

RETURN AFTER RECORDING TO:

Fair Market Value: \$ 685,000.00

SEND TAX NOTICE TO:

DLR Associates, LLC
6021 Coca Cola Blvd.
Columbus, Georgia 31909

Part of Spectrum No. 107

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of the 2nd day of May, 2005, between SPECTRUM REALTY, INC., a Georgia corporation, whose mailing address is 824 Third Ave., West Point, Georgia 31833 (hereinafter known and designated as "Grantor"), and DLR ASSOCIATES, LLC, a Georgia limited liability company, whose mailing address is 6021 Coca Cola Blvd., Columbus, Georgia 31909 (hereinafter known and designated as "Grantee"):

WITNESSETH:

That the said Grantor, for and in consideration of Ten and No/100 (\$10.00) Dollars and other valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns, the following described real estate, to-wit:

All that tract or parcel of land situate, lying and being located in Shelby County, Alabama, and being more particularly described on Exhibit "A" attached hereto and made a part hereof this reference.

The above-described property is being conveyed subject to those certain matters set forth on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD, the said bargained premises unto Grantee and Grantee's successors and assigns, together with all and singular the rights, members and appurtenances thereof to the same in any manner belonging, to the own proper use, benefit and behoof, of Grantee, and Grantee's successors and assigns, forever, IN FEE SIMPLE.

All of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

And Grantor, for Grantor's self and for Grantor's successors and assigns, will warrant and forever defend the right and title to the said bargained premises unto the said Grantee, and said Grantee's successors and assigns, against Grantor and against the claims of all persons whomsoever owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its corporate name, under its corporate seal, by and through its duly authorized corporate officer, the day and year first above written.

SPECTRUM REALTY, INC.

By: Albert C. Woodroof, III
Albert C. Woodroof, III
Its President

Attest: Loring F. Perez
Loring F. Perez
Its Secretary

(CORPORATE SEAL)

Acknowledgement

STATE OF Georgia,
COUNTY OF Troup.

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Albert C. Woodroof, III and Loring F. Perez, whose names as President and Secretary, respectively, of Spectrum Realty, Inc., a Georgia corporation, are signed to the foregoing conveyance and who are personally known to me and personally known to me to be such officers of said corporation, acknowledged before me on this date that, being informed of the contents of said conveyance, they, as such officers of said corporation, and with full authority, executed the same voluntarily for and as the act of said corporation

GIVEN under my hand and official seal this 29 day of April, 2005.

[NOTARY SEAL]

Jean S. Wallis
My Commission expires 11/2/06

Instrument Prepared By:
Bradley R. Coppedge, Esq.
P.O. Box 2707
Columbus, Georgia 31902-2707

20050504000212370 3/5 \$27.00
Shelby Cnty Judge of Probate, AL
05/04/2005 08:20:20AM FILED/CERT

EXHIBIT "A"

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly shown and identified as LOT "B", 56,750 SQ. FT. \pm , 1.303 ACRES \pm on that certain plat of survey entitled "SPECTRUM – 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. # 10373, which plat of survey was recorded on January 27, 2004, in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Alabama, to which plat reference is made for the more particular description of said LOT B.

EXHIBIT "B"

(a) The lien of taxes not yet due and payable.

(b) All covenants, restrictions, conditions, easements, reservations, agreements, rights-of-way and other matters of record, including, but not limited to, those certain restrictions set forth in that certain Limited Warranty Deed dated December 26, 2000, by and among BP Exploration & Oil, Inc., as Grantor, and Seller, as Grantee, filed and recorded as instrument number 2001-02850, in the Office of the Probate Judge of Shelby County, Alabama.

(c) The property shall not be used for the purposes of a convenience store, grocery store or for the storage, dispensing or sale of motor vehicle fuels or other petroleum products for a period of 20 years from the date hereof or such other longer period of time as may be allowed by law. The foregoing restriction is for the benefit of the adjoining tract of land owned by Grantor identified as LOT "A", 30,694 SQ. FT. \pm , 0.705 ACRES \pm on that certain plat of survey entitled "SPECTRUM - 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. # 10373, which plat of survey was recorded on January 27, 2004, in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Alabama.

(d) Grantor specifically disclaims all representations and warranties, either express or implied, regarding the condition of the property or the compliance of the property with applicable federal, state or local statutes, rules, regulations or ordinances. The property is conveyed to Grantee "AS IS", "WITH ALL FAULTS", without guaranties or warranties of any kind, express or implied, except for Grantor's limited warranty of title.

(e) Grantee assumes all liability and responsibility for and shall indemnify and hold Grantor, its affiliates, successors and assigns and their respective shareholders, officers, directors, employees and agents (collectively, the "Released Parties"), harmless from and against any and all claims, demands, losses, expenses or damages, including, but not limited to, causes of action based on breach of contract, negligence, strict liability, or nuisance, which may be alleged against or incurred by any of the Released Parties, arising out of or in any way related to Grantee's use of the property at anytime from and after the date hereof.

(f) Grantor hereby reserves for the benefit of and as an appurtenance to that certain tract of land identified as LOT "A", 30,694 SQ. FT. + 0.705 ACRES +, on that certain plat recorded in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Georgia (the "Spectrum Property"), a non-exclusive drainage easement on the property conveyed to Grantee herein for the continued, uninterrupted use of the existing drainage pipes located thereon currently serving the Spectrum Property. Grantee shall not alter any such existing drainage pipes without the consent of Grantor or its successors-in-title to the Spectrum Property, as the case may be. Any additional drainage pipes or systems installed by Grantee on the property conveyed herein shall be constructed in such a manner so as to not interfere with and to continue to handle the drainage needs of the Spectrum Property. Upon construction and installation of such additional drainage facilities by Grantee, which shall be at its sole cost and expense, the easement rights granted herein shall extend to and apply to the same. Grantee shall hereinafter be responsible for the repair and maintenance of said existing drainage pipes and any future drainage pipes and related

facilities constructed and installed by Grantee, unless any such repair or maintenance is caused by the negligence or intentional misconduct of Grantor.

(g) Grantor hereby reserves for the benefit of and as an appurtenance to the Spectrum Property, a non-exclusive sewer easement on the property conveyed to Grantee herein for the continued, uninterrupted use of any existing sewage pipes located thereon currently serving the Spectrum Property. Grantee shall not alter any such existing sewage pipes without the consent of Grantor or its successors-in-title to the Spectrum Property, as the case may be. Any additional sewage pipes or systems installed by Grantee on the property conveyed herein shall be constructed in such a manner so as to not interfere with and to continue to handle the sewage needs of the Spectrum Property. Upon construction and installation of such additional sewage facilities by Grantee, which shall be at its sole cost and expense, the easement rights granted herein shall extend to and apply to the same. Grantee shall hereinafter be responsible for the repair and maintenance of said existing sewage pipes and any future sewage pipes and related facilities constructed and installed by Grantee, unless any such repair or maintenance is caused by the negligence or intentional misconduct of Grantor.

(h) The terms and conditions of paragraphs (b) through (g), above, shall be binding upon and inure to the benefit of Grantee, Grantor and their respective successors-in-title and assigns.