


Prepared ~~and Return to:~~
J. Bradford Hines, Esq.
Crawford Owen & Hines, P.A.
100 First Avenue S.
Suite 500
St. Petersburg, FL 33701


20050915000480730 1/4 \$2823.00
Shelby Cnty Judge of Probate, AL
09/15/2005 02:09:49PM FILED/CERT

Send Tax Notice To:
Les Baran
12357 Avenida Consentido
San Diego, CA 92128

Limited Warranty Deed

THIS INDENTURE, made the 8th ^{September} ~~August~~, 2005 between **LEE BRANCH, LLC** of the County of Pinellas, and State of Florida, as party or parties of the first part, hereinafter called Grantor, and **LES BARRAN**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the real estate described in Exhibit "A" attached hereto and situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

THIS CONVEYANCE is subject to the exceptions set forth on Exhibit "B".

AND THE SAID Grantor will warranty and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under said Grantor.

Return Recorded Documents To:
LandAmerica National Commercial Services
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attention: **Christi Pawlak**

05-1556

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

GRANTOR:

LEE BRANCH, LLC

By: Fred C. Tucker Aguirre
Fred C. Tucker Aguirre, Managing
Member

[Signature]
Witness
[Signature]
Witness

STATE GEORGIA
COUNTY OF Cobb

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Fred C. Tucker Aguirre, whose name as Managing Member of Lee Branch, LLC, a Florida limited liability company, 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 the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 3 day of August, 2005.

[Signature]
Notary Public
My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires April 20, 2007

EXHIBIT "A"

Lot 3 of The Village at Lee Branch Sector 1 - Phase 2, as recorded in Map Book 33, page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 - Revision 1 as recorded in Map Book 31, pages 130A & 130B, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South $88^{\circ} 49' 06''$ West along the North line of said Northeast quarter of Southwest quarter for 66.55 feet to the Southwest corner of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1, REVISION 1" as recorded in Map Book 31, pages 43A and 43B in the Office of The Probate Judge, Shelby County, Alabama; thence proceed North $01^{\circ} 10' 54''$ West along the West line of said Lot 2 for 119.95 feet to the Southeast corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed South $89^{\circ} 04' 30''$ West along the South line of said Lot 3A for 180.92 feet to a point; thence proceed North $56^{\circ} 26' 42''$ West along the Southwest line of said Lot 3A for 93.23 feet to a point on the Southerly right of way margin of Doug Baker Boulevard; thence proceed South $33^{\circ} 33' 18''$ West along said Southerly right of way margin for 84.38 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of $26^{\circ} 21' 14''$, a radius of 537.50 feet and a chord which bears South $46^{\circ} 43' 54''$ West for 245.06 feet; thence proceed Southwesterly along said Southerly right of way margin and along the arc of said curve for 247.23 feet to the POINT OF BEGINNING of the herein described parcel; thence leaving said Southerly right of way margin of Doug Baker Boulevard, proceed South $31^{\circ} 05' 10''$ East for 30.50 feet to a point; thence proceed South $38^{\circ} 02' 48''$ East for 32.43 feet to a point; thence proceed South $40^{\circ} 50' 32''$ East for 119.19 feet to a point; thence proceed North $49^{\circ} 09' 28''$ East for 66.50 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of $90^{\circ} 00' 00''$, a radius of 4.50 feet and a chord which bears South $85^{\circ} 50' 32''$ East for 6.36 feet; thence proceed Easterly along the arc of said curve for 7.07 feet to the end of said curve; thence proceed South $40^{\circ} 50' 32''$ East and tangent to the last described curve for 16.00 feet to a point; thence proceed North $49^{\circ} 09' 28''$ East for 124.46 feet to a point at the beginning of a curve to the right, said curve being nontangent to the last described course and having a central angle of $04^{\circ} 24' 48''$, a radius of 560.10 feet and a chord which bears North $32^{\circ} 11' 48''$ East for 43.13 feet; thence proceed Northeasterly along the arc of said curve for 43.14 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described curve and having a central angle of $78^{\circ} 01' 30''$, a radius of 99.53 feet and a chord which bears North $05^{\circ} 13' 13''$ West for 125.30 feet; thence proceed Northerly along the arc of said curve for 135.53 feet to the end of said curve; thence proceed North $46^{\circ} 33' 26''$ West and non-tangent to the last described curve for 15.10 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described course and having a central angle of $08^{\circ} 13' 03''$, a radius of 211.21 feet and a chord which bears North $52^{\circ} 19' 56''$ West for 30.27 feet; thence proceed Northwesterly along the arc of said curve for 30.29 feet to the end of said curve; thence proceed North $56^{\circ} 26' 42''$ West and tangent to the last described curve for 25.04 feet to a point; thence proceed South $33^{\circ} 30' 26''$ West for 28.37 feet to a point; thence proceed North $56^{\circ} 29' 34''$ West for 10.03 feet to a point; thence proceed North $70^{\circ} 31' 43''$ West for 20.62 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angle of $15^{\circ} 36' 23''$, a radius of 547.50 feet and a chord which bears South $41^{\circ} 15' 30''$ West for 148.67 feet; thence proceed Southwesterly along the arc of said curve for 149.13 feet to a point; thence proceed North $42^{\circ} 24' 14''$ West for 10.00 feet to a point on the Southerly right of way margin of Doug Baker Boulevard, said Southerly right of way margin being in a curve to the right, said curve being non-tangent to the last described course and having a central angle of $10^{\circ} 49' 11''$, a radius of 537.50 feet, and a chord which bears South $54^{\circ} 29' 55''$ West for 101.35 feet; thence proceed Southwesterly along the arc of said curve and along said Southerly right of way margin for 101.50 feet to the POINT OF BEGINNING.

PARCEL II:

Together with those certain non-exclusive easements for the benefit of Parcel I for the purpose of ingress, egress, parking, utilities and drainage, as created by that certain agreement of covenants, conditions and restrictions and grant of easements, dated June 21, 2004, recorded under Instrument Number 20040624000345530 over, under and across the property described therein.

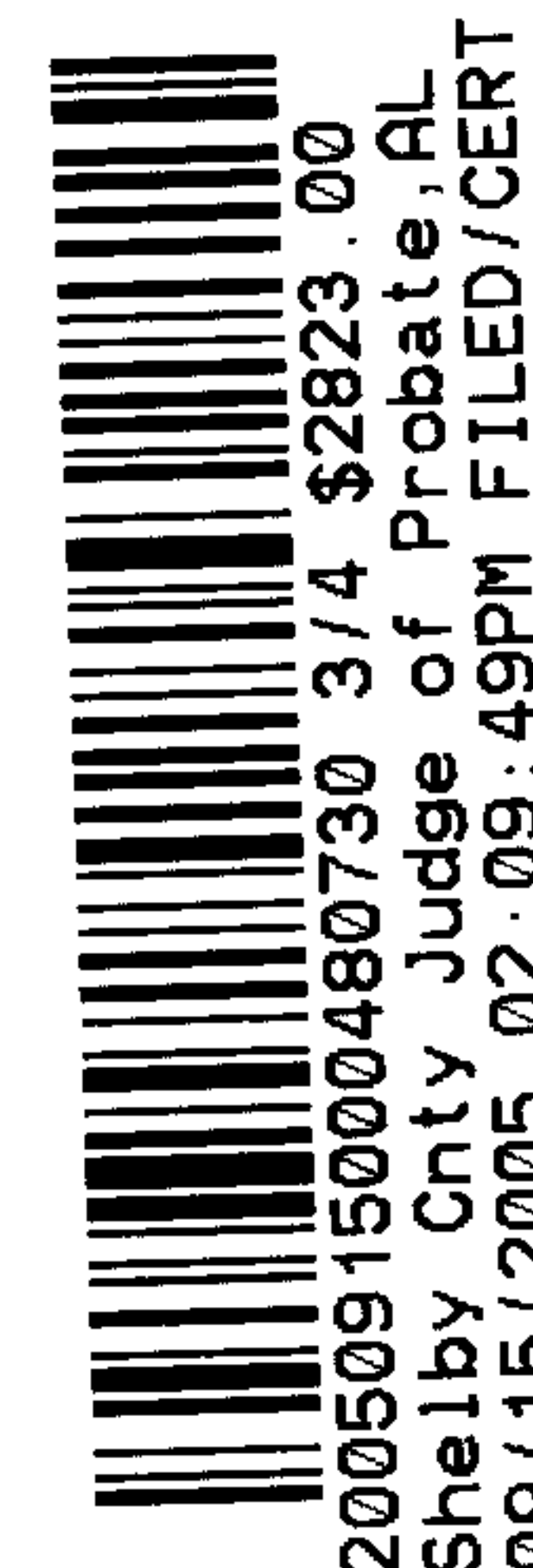


EXHIBIT "B"

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1. Taxes for the year 2005 and subsequent years.
2. Title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto, including Release of Damages, as recorded in Deed Book 247, Page 709; Deed Book 259, Page 350 and Deed Book 331, Page 262
3. Terms and conditions of that certain Consent to Settlement Decree as recorded under Instrument No. 200309040005890.
4. Conditions and restrictions as described in that certain Memorandum of Lease by and between AIG Baker Brookstone L.L.C. and Publix of Alabama, L.L.C. as recorded under Instrument No. 20020729000361020 and amended by that certain First Amendment to Memorandum of Lease recorded under Instrument No. 20020826000405690.
5. Easement rights of way granted Alabama Power Company recorded in Deed Book 220, Page 833.
6. That certain Reciprocal Easement Agreement for the benefit of Compass Bank as recorded under Instrument No. 200308270056990.
7. Declaration of Easements and Restrictions as recorded under Instrument No. 20040601000288850 and amended under Instrument No. 20040624000345520.
8. Ten (10') foot landscape buffer, maintenance easement and forty (40') foot building line as shown on Map Book 33, Page 58.
9. Notes as recited on Map Book 33, Page 58.
10. Agreement of Covenants, Conditions and Restrictions and Grant of Easements as recorded under Instrument No. 20040624000345530.
11. Terms, Conditions and Easements as recited in Deed and recorded under Instrument No. 20040715000391640.
12. Memorandum of Lease by and between AIG Baker Eastvillage, L.L.C. and Rave Motion Pictures Birmingham, III, LLC as recorded under Instrument No. 200422000207060; provided, however the only restriction imposed on the premises by the Memorandum of Lease is that the premises cannot be used for the operation of a theater or auditorium for the presentation of motion pictures or technological successors thereof.
13. Declaration of Restrictions as recorded in Instrument No. 20040715000391630.

Shelby County, AL 09/15/2005
State of Alabama

Deed Tax: \$2800.00