


THIS INSTRUMENT PREPARED BY:

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20051108000578880 1/4 \$10542.50
Shelby Cnty Judge of Probate, AL
11/08/2005 08:11:55AM FILED/CERT

Shelby County, AL 11/08/2005
State of Alabama

Deed Tax: \$10522.50

STATE OF ALABAMA
COUNTY OF SHELBY

GENERAL WARRANTY DEED

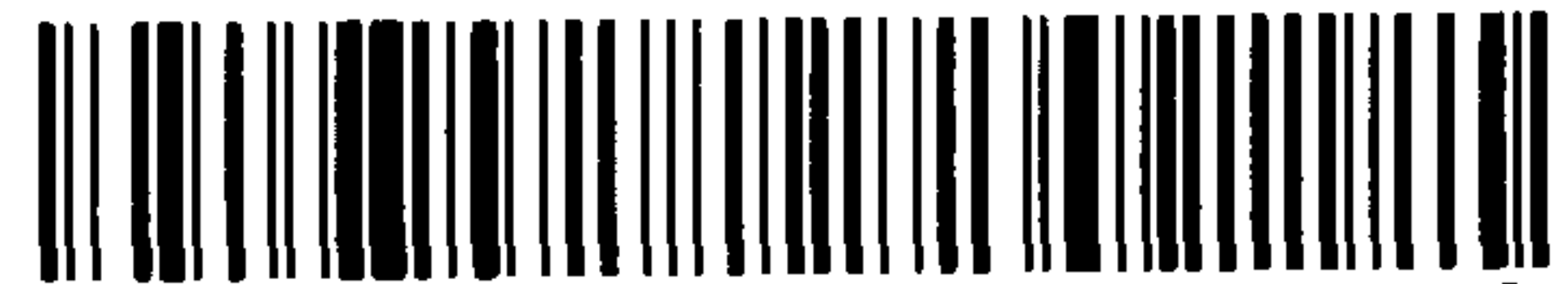
KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **McWhorter Properties - Alabaster, L.L.C., an Alabama limited liability company** (herein referred to as Grantor), does hereby grant, bargain, sell and convey unto **Lowe's Home Centers, Inc., a North Carolina corporation** (herein referred to as Grantee), which has a mailing address of c/o Lowe's Companies, Inc., 1000 Lowe's Boulevard, Mooresville, NC 28117, Attn: Tax Department, the following described real estate (the "real estate") situated in Shelby County, Alabama, to-wit:

**SEE ATTACHED EXHIBIT "A" CONTAINING LEGAL
DESCRIPTION OF THE REAL ESTATE**

**THE CONVEYANCE OF THE REAL ESTATE IS MADE SUBJECT TO THOSE MATTERS
OR EXCEPTIONS SHOWN ON ATTACHED EXHIBIT "B".**

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


GRANTOR DOES, for itself and for its successors, covenant with Grantee, its successors and assigns that Grantor is lawfully seized in fee simple of said real estate; that said real estate is free from all liens or encumbrances unless otherwise noted above; that Grantor has a good right to sell and convey said real estate; that Grantor will, and its successors and assigns shall, warrant and defend the title to the real estate to Grantee, its successors and assigns forever, against the lawful claims of all persons.



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IN WITNESS WHEREOF, Grantor, McWhorter Properties - Alabaster, L.L.C., an Alabama limited liability company, has hereunto set its hand and seal on this 4TH day of NOVEMBER, 2005, by and through its duly authorized Manager.

McWhorter Properties - Alabaster, L.L.C., an Alabama limited liability company

BY: 
Patrick Cushman, Manager

STATE OF ALABAMA

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Patrick Cushman** whose name as Manager of **McWhorter Properties - Alabaster, L.L.C., an Alabama limited liability company**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, in his capacity as Manager and with full authority, executed the same voluntarily on behalf of McWhorter Properties- Alabaster, L.L.C., on the day the same bears date.

Given under my hand and seal this 4TH day of NOVEMBER, 2005.

[SEAL]


NOTARY PUBLIC

My Commission Expires: _____

JAY F. PUMROY
Notary Public
ALABAMA STATE AT LARGE
Commission Expires: April 24, 2007

EXHIBIT "A"

Lot 7, according to the plat of Colonial Promenade Alabaster Survey as recorded in Map Book 35, Pages 102A and 102B, in the Probate Office of Shelby County, Alabama.

Also described as:

A parcel of land situated in the South 1/2 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2337.92 feet to a point at the intersection of said Section line and the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence $37^{\circ}21'23''$ to the right in a Northwesterly direction along said Right-of-Way line a distance of 240.61 feet to a concrete Right-of-Way monument; thence $1^{\circ}35'30''$ to the left in a Northwesterly direction along said Right-of-Way line a distance of 49.67 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last described course and along said Right-of-Way line a distance of 450.05 feet to a concrete Right-of-Way monument at the intersection of said Right-of-Way line and the Easterly Right-of-Way line of Interstate Highway No. 65; thence $28^{\circ}21'35''$ to the right in a Northwesterly direction along said Easterly Right-of-Way line of Interstate Highway No. 65 a distance of 162.31 feet to a concrete Right-of-Way monument; thence $27^{\circ}44'36''$ to the right in a Northerly direction along said Right-of-Way line a distance of 519.07 feet to a point; thence $65^{\circ}47'12''$ to the right in a Northeasterly direction (leaving said Right-of-Way line) a distance of 477.04 feet to a point; thence $75^{\circ}20'35''$ to the right in a Southeasterly direction a distance of 205.52 feet to the P.C. (point of curve) of a curve to the right having a radius of 1500.00 feet and a central angle of $25^{\circ}50'16''$; thence in a Southeasterly and Southerly direction along the arc of said curve a distance of 676.43 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 25.00 feet and a central angle of $91^{\circ}56'33''$; thence in a Southerly, Southwesterly and Westerly direction along the arc of said curve a distance of 40.12 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Westerly direction a distance of 28.42 feet to the P.C. (point of curve) of a curve to the left having a radius of 525.00 feet and a central angle of $17^{\circ}16'02''$; thence in a Westerly and Southwesterly direction along the arc of said curve a distance of 158.22 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 90.75 feet to the P.C. (point of curve) of a curve to the left having a radius of 225.00 feet and a central angle of $45^{\circ}33'32''$; thence in a Southwesterly direction along the arc of said curve a distance of 178.91 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 72.60 feet to the P.C. (point of curve) of a curve to the right having a radius of 62.00 feet and a central angle of $8^{\circ}48'01''$; thence in a Southwesterly direction along the arc of said curve a distance of 9.52 feet to the POINT OF BEGINNING.

Containing 613,143 Square Feet or 14.076 Acres.

Also conveyed by Grantor to Grantee are all interests of Grantor described in that certain Easements with Covenants and Restrictions Affecting Land ("ECR") between Wal-Mart Real Estate Business Trust, McWhorter Properties-Alabaster, L.L.C., Colonial Realty Limited Partnership and Colonial Properties Services, Inc., dated May 7, 2004, and recorded on May 7, 2004, at 15:53 P.M., as Instrument #20040507000243250, as modified by First Amendment to Easements with Covenants and Restrictions Affecting Land dated May 7, 2004, and recorded on May 7, 2004, at 15:53 P.M., as Instrument #20040507000243260.

Also conveyed by Grantor to Grantee are all interests of Grantor described in that certain Detention Facilities Maintenance Agreement dated September 18, 2005, and recorded on October 13, 2005, as Instrument #20051013000534440.

EXHIBIT "B"

1. 2006 ad valorem taxes which become a lien on October 1, 2006, and are not due or payable until October 1, 2006.
2. Right of way permits granted to Alabama Power Company by instruments recorded in Deed Book 210, Page 114, and Deed Book 210, Page 125.
3. Denial of all existing, future, or potential common law or statutory rights of access between the real estate as described in Exhibit "A" and Interstate Highway numbered I-65.
4. Restrictions as to uses declared in that certain I-65, Exit 238 Redevelopment Plan adopted by the City of Alabaster, Alabama, as may be amended from time to time, as set out on Deed recorded as Instrument #20040218000085110; Instrument #20040218000085140; Instrument #20040211000072140 and Instrument #20040218000085080.
5. Easements with Covenants and Restrictions Affecting Land between Wal-Mart Real Estate Business Trust, McWhorter Properties-Alabaster, L.L.C., Colonial Realty Limited Partnership and Colonial Properties Services, Inc., dated May 7, 2004, and recorded on May 7, 2004, at 15:53 P.M., as Instrument #20040507000243250, as modified by First Amendment to Easements with Covenants and Restrictions Affecting Land dated May 7, 2004, and recorded on May 7, 2004, at 15:53 P.M., as Instrument #20040507000243260.
6. Easement from McWhorter Properties-Alabaster, L.L.C., to BellSouth Telecommunications, Inc., dated March 8, 2005, and recorded May 26, 2005, at 3:29 P.M., as Instrument #20050526000257620.
7. Detention Facilities Maintenance Agreement dated September 18, 2005, and recorded on October 13, 2005, as Instrument #20051013000534440.
8. Five (5') ft. building setback from northerly boundary (adjacent to Lot 8), fifty (50') ft. building setback from Colonial Promenade Parkway, forty seven (47') ft. building setback from southerly boundary, fifty (50') ft. building setback from U. S. Highway No. 31 and Interstate Highway No. I-65, Notes, fifteen (15') ft. storm sewer easements, twenty (20') ft. water line easements, twenty (20') ft. sanitary sewer easements and sanitary sewer manhole all shown on the plat of Colonial Promenade Alabaster Survey recorded in Map Book 35, Pages 102A and 102B.

THE RECORDING REFERENCES ABOVE REFER TO THE RECORDS IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA, UNLESS OTHERWISE INDICATED.