


DEED

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20060525000250150 1/3 \$67.00
Shelby Cnty Judge of Probate, AL
05/25/2006 04:14:53PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **JAMES LOUIS WORKMAN AND WIFE, TOMMYE R. WORKMAN** (herein sometimes collectively referred to as “Grantor”) for and in consideration of the sum of **FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS**, and other good and valuable consideration, this day in hand paid to them by **EDWARDS SPECIALTIES, INC., an Alabama corporation** (herein sometimes referred to as “Grantee”), the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said **EDWARDS SPECIALTIES, INC.**, the following described real estate, lying and being in the County of Shelby, State of Alabama, to-wit:

A parcel of land situated in the Southeast quarter of Section 30, Township 21 South, Range 2 West Shelby County Alabama being more particularly described by metes and bounds as follows:

Begin at the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 30 and run North 88 degrees 19 minutes 12 seconds West along the North line of said quarter-quarter Section for a distance of 1332.02 feet to the Northwest corner of said quarter-quarter Section; thence leaving said North line run North 00 degrees 59 minutes 15 seconds West for a distance of 70.08 feet; thence run South 88 degrees 19 minutes 12 seconds East for a distance of 184.22 feet; thence run South 79 degrees 11 minutes 22 seconds East for a distance of 100.83 feet; thence run South 88 degrees 19 minutes 12 seconds East for a distance of 245.79 feet; thence run North 80 degrees 52 minutes 03 seconds East for a distance of 185.46 feet; thence run North 74 degrees 49 minutes 58 seconds East for a distance of 132.20 feet; thence run South 62 degrees 56 minutes 46 seconds East for a distance of 64.50 feet; thence run South 77 degrees 26 minutes 46 seconds East for a distance of 206.42 feet; thence run North 76 degrees 16 minutes 10 seconds East for a distance of 167.92 feet; thence run North 88 degrees 23 minutes 16 seconds East for a distance of 67.98 feet; thence run South 01 degrees 36 minutes 44 seconds East for a distance of 109.23 feet to the POINT OF BEGINNING. Said parcel contains 102,729 square feet or 2.36 acres more or less.

TOGETHER WITH the right to discharge water in areas and in such amounts as required by the City of Calera, the County of Shelby, or any other governmental agency in connection with the development of Grantee’s subdivision lying south of the above described parcel to property owned by the Grantor lying north the above described parcel.

The above Property is conveyed subject to:

1. Ad valorem taxes for the year 2006 and subsequent years.
2. A right of way in favor of Alabama Power Company as recorded in Deed Book 57, Page 373, in the Probate Office of Shelby County, Alabama.
3. A right of way to Southern Natural Gas as recorded in Deed Book 90, Page 431, in the Probate Office of Shelby County, Alabama.
4. Transmission line permits in favor of Alabama Power Company as recorded in Deed Book 136, Page 337, and in Deed Book 130, Page 183, in the Probate Office of Shelby County, Alabama.
5. Easement conveyed to Forrest Crim as recorded in Deed Book 218, Page 797, in the Probate Office of Shelby County, Alabama.

Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to

EDWARDS SPECIALTIES

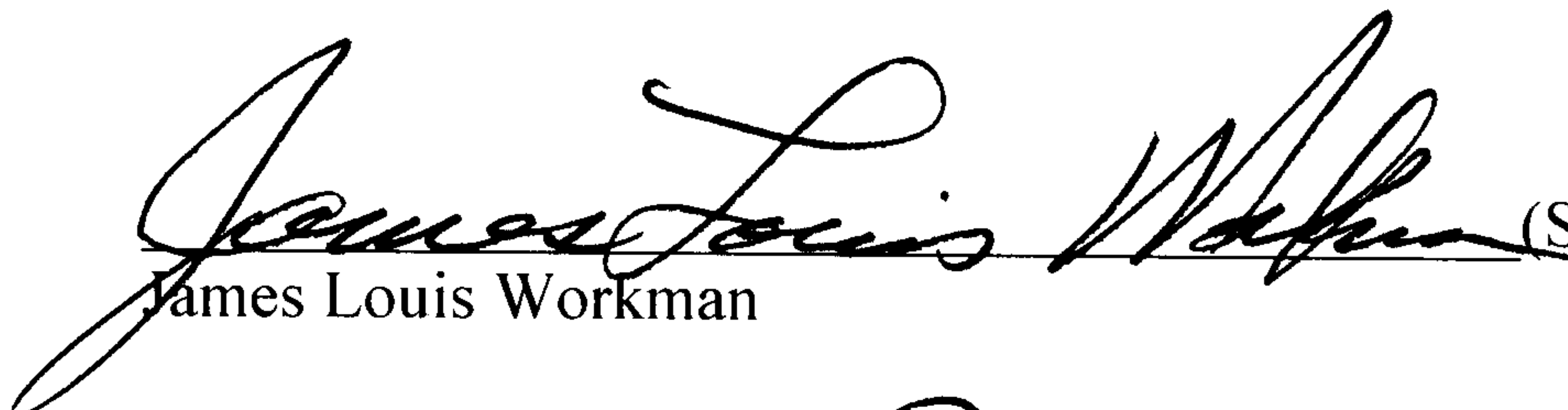
determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Grantee accepts the Property in its present "AS IS" condition.

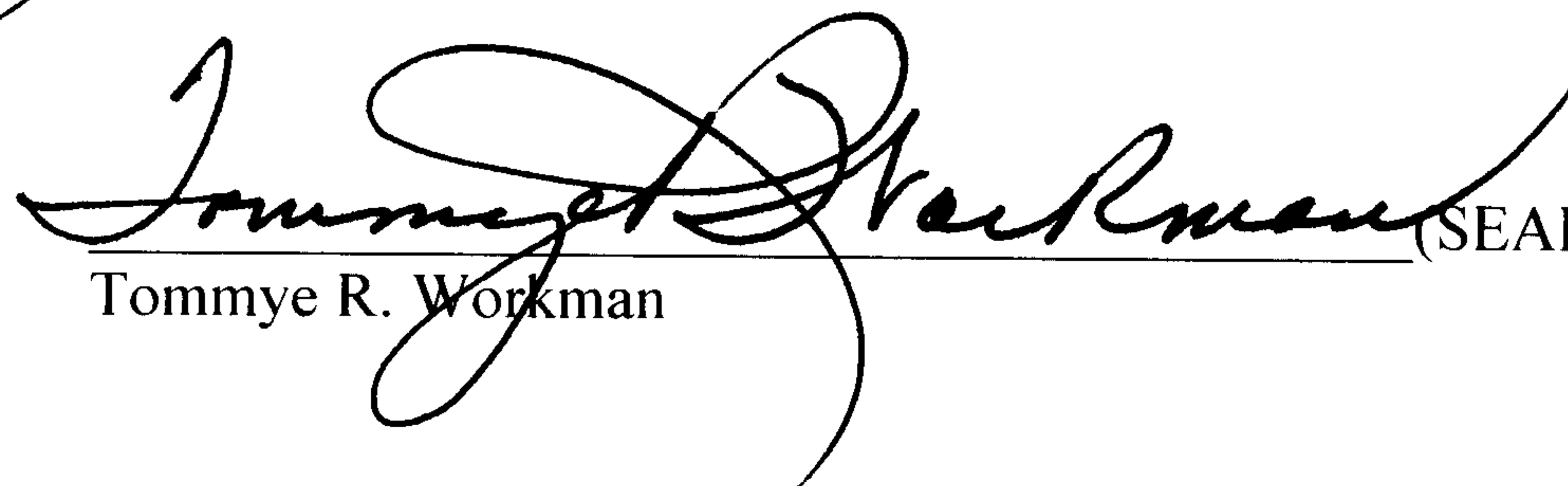
By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures, now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future, soil and/or subsurface conditions, known or unknown, (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the members, agents and employees of Grantor; and (ii) any successors and assigns of Grantor. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

TO HAVE AND TO HOLD, the above described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining, unto the said **EDWARDS SPECIALTIES, INC.**, and unto its successors and assigns forever.

AND THE UNDERSIGNED, Grantors, for themselves, their heirs, executors and administrators, do hereby and in consideration of the premises, warrant and will forever, defend the title to the above described and hereby granted premises unto the said **EDWARDS SPECIALTIES, INC.**, from and against themselves and all persons claiming or holding under them, the said Grantors, and also against the lawful claims, title or demands of all persons whomsoever, covenanting that they are seized in fee thereof; that they have a good and lawful right to sell and convey the same, as aforesaid; that the same is free and clear of all encumbrances, except taxes due October 1, 2006, and subsequent years; and further excepting any restrictions, right-of-ways and easements pertaining to the above described property of record in the Probate Office of Shelby County, Alabama, and as specifically hereinabove set out.

IN WITNESS WHEREOF, the undersigned Grantors do hereunto set their hands and seals on this the 25th day of May, 2006.

 (SEAL)
James Louis Workman

 (SEAL)
Tommye R. Workman

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I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **JAMES LOUIS WORKMAN AND WIFE, TOMMYE R. WORKMAN**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 25th day of May, 2006.



Notary Public

My Commission Expires: 5-13-2008

THIS INSTRUMENT PREPARED BY:

JAMES G. HARRISON
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
2430 L & N Drive, Huntsville, AL 35801

Shelby County, AL 05/25/2006
State of Alabama

Deed Tax: \$50.00