

THIS INSTRUMENT PREPARED BY:  
K. Baker Findley, Esq.  
Maynard, Cooper & Gale, P.C.  
1901 6<sup>th</sup> Avenue North, Suite 2400  
Birmingham, AL 35203

Send tax notices to:  
Belterra Pelham, LLC  
728 Shades Creek Parkway  
Suite 130  
Birmingham, AL 35209

STATE OF ALABAMA       )  
SHELBY COUNTY         )

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **SHARP PELHAM, LLC**, an Alabama limited liability company ("Grantor"), by **BELTERRA PELHAM, LLC**, an Alabama limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Shelby County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

**TO HAVE AND TO HOLD** unto Grantee, and Grantee's successors and assigns, forever.

It is expressly understood and agreed that this Statutory Warranty Deed and the warranties herein contained are made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its successors and assigns that Grantee will pay its share of the assessments and fees owed to the SAC Commercial Improvement District of Pelham within ten (10) days of receipt of a written invoice from Grantor or its successors, assigns, agents and representatives. This covenant and agreement shall run with the land conveyed hereby as against Grantee and all persons, firms, companies, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

And Grantor will warrant and defend the right and title to the Property unto Grantee, its successors and assigns, from the time Grantor obtained title until the date Grantor conveys its interest in the Property to Grantee.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

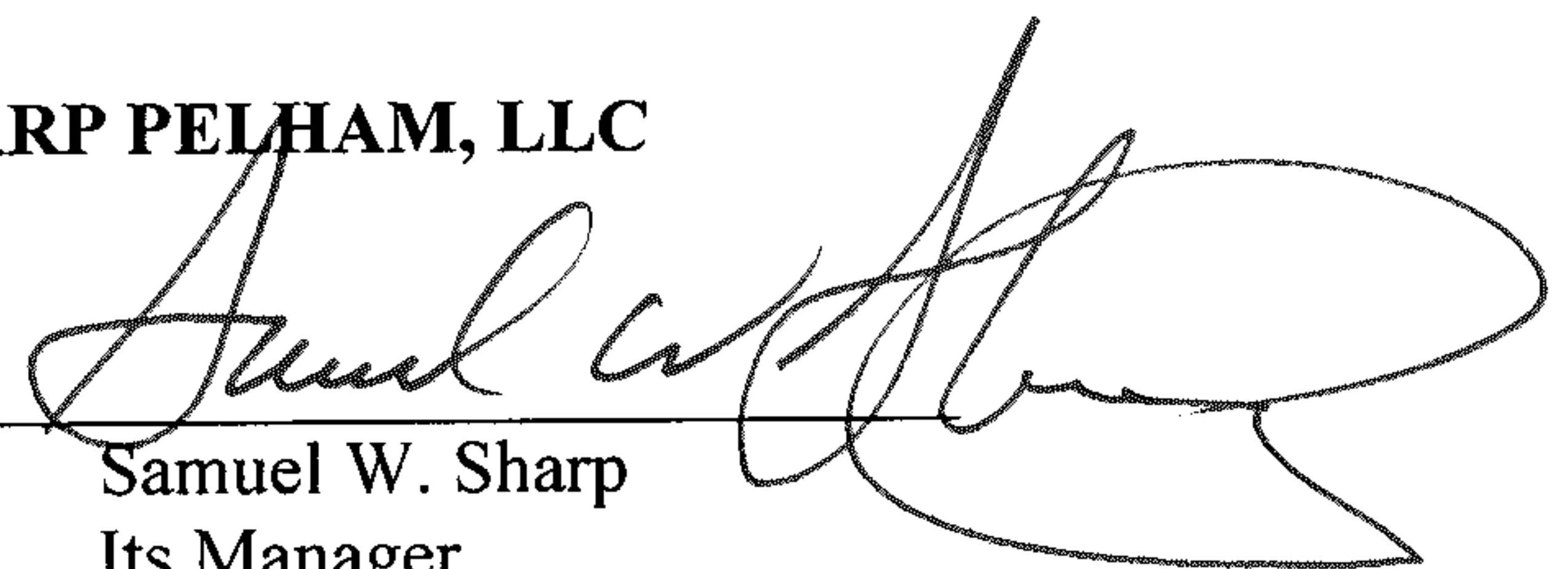
Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
Sharp Pelham, LLC	Belterra Pelham, LLC
400 Union Hill Drive, Suite 300	728 Shades Creek Parkway, Suite 130
Birmingham, AL 35209	Birmingham, AL 35209
Property Address:	See Exhibit A
Date of Sale:	May , 2019
Purchase Price:	\$420,000.00
The Purchase Price can be verified in:	<input checked="" type="checkbox"/> Closing Statement

\*all consideration herein was derived from a mortgage filed simultaneously  
04813237.1 herewith

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be effective as of the Date of Sale referenced above, although actually executed on the date set forth in the acknowledgment below.

GRANTOR:

SHARP PELHAM, LLC

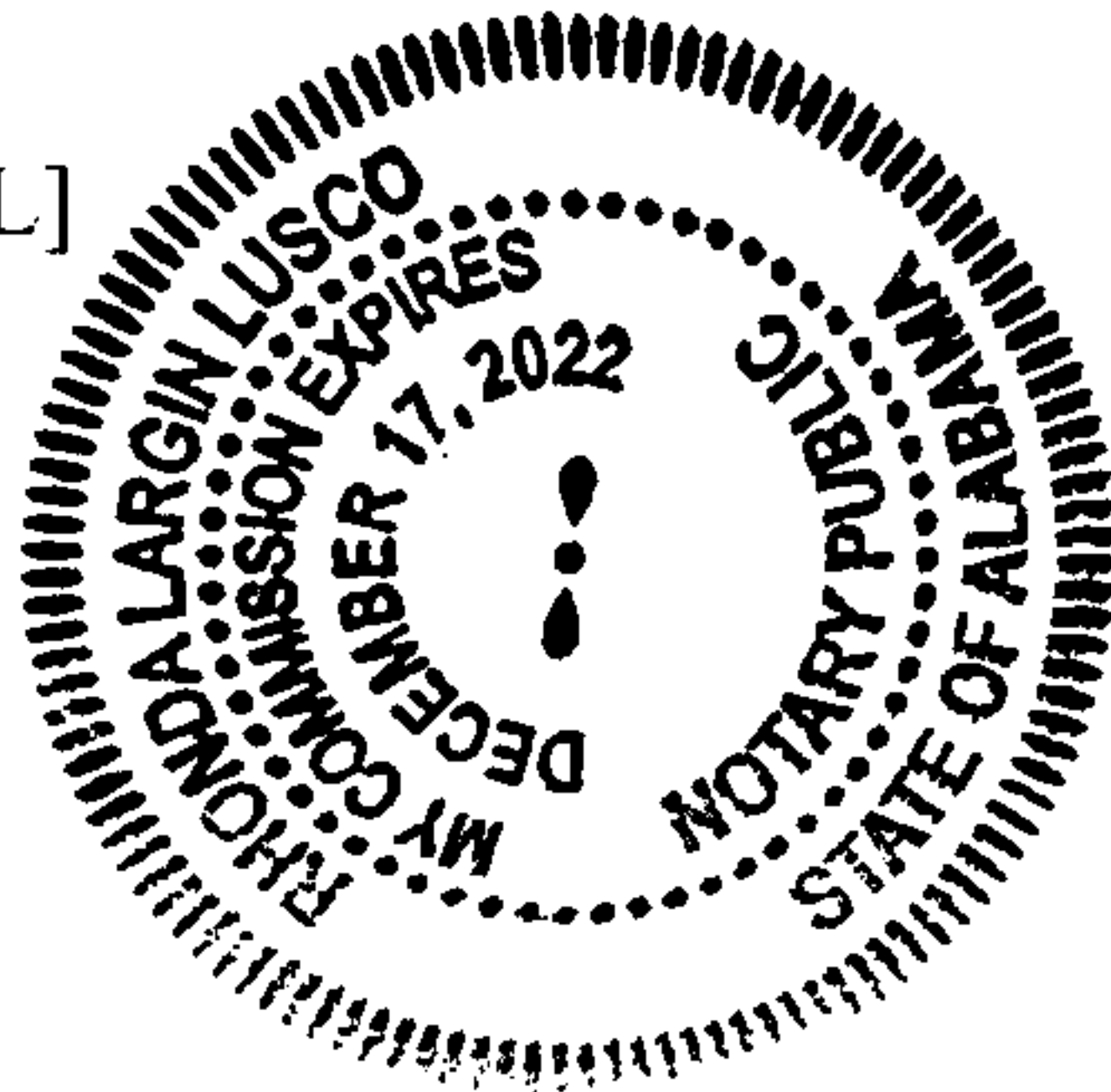
By:   
Samuel W. Sharp  
Its Manager


STATE OF ALABAMA                     )  
COUNTY OF JEFFERSON            )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Samuel W. Sharp, whose name as Manager of Sharp Pelham, LLC 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 30<sup>th</sup> day of May, 2019.

[NOTARY SEAL]



  
NOTARY PUBLIC  
My commission expires: 12/17/2022

**EXHIBIT A**

**Description of the Property**

**Lot 7A, according to the map and plat of Pelham Town Center as recorded in Map Book 40, Page 87, being a resurvey of Lots 1, 2, 3, 4, 5, 7 and 8, Pelham Town Center, as recorded in Map Book 39, Page 69, in the Office of the Judge of Probate, Shelby County, Alabama.**

**LESS AND EXCEPT any portion lying in the Shelby County Highway right of way as recorded in Inst. # 20040408000183400, corrected in Inst. # 20040524000273220 and Inst. # 20040408000183390, corrected in Inst. # 20040524000273230.**

**EXHIBIT B**

**Exceptions**

1. Taxes and assessments for the year 2019, and subsequent years, not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to gas, oil, sand and gravel in, on and under the Property.
3. Reservation of non-exclusive easement for ingress and egress as set out in Inst. # 20071004000464250; Inst. # 20071004000464260; Inst. # 20060209000068230, and Inst. # 20060209000068210.
4. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Inst. # 20080701000267170 and Real Volume 126, Page 301, and as limited by Containment Letter recorded in Maintenance Agreement by and between Sharp Pelham, LLC, an Alabama limited liability company and the City of Pelham as recorded in Inst. # 20071127000539670.
5. Covenants, conditions, restrictions and limitations as set out in Inst. # 20071004000464330; First Amendment recorded in Inst. # 20071004000464340, and Second Amendment recorded in Inst. # 20080715000285300.
6. Sanitary Sewer Easement as shown in instrument recorded in Inst. # 1999-18785.
7. Driveway right of way as shown in instrument recorded in Deed Book 314, Page 861.
8. Declaration of Restrictions, Covenants, Conditions and Grant of Easements recorded in Inst. # 20080616000243120, as amended by First Amendment to Declaration of Restrictions, Covenants, Conditions and Grant of Easements recorded in Inst. # 20120229000071120.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/03/2019 09:53:43 AM  
\$25.00 CHERRY  
20190603000188920

*Allen S. Bayl*