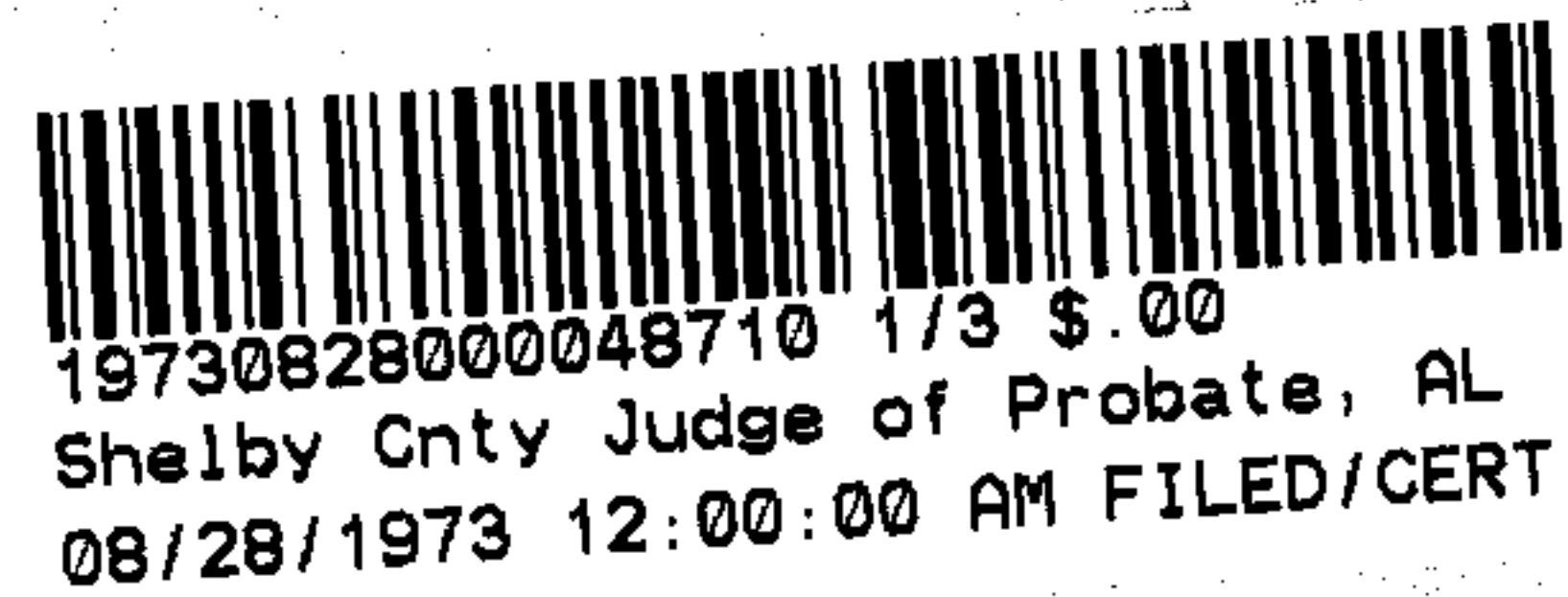


8333



STATE OF ALABAMA)
COUNTY OF SHELBY)

NOTICE OF INTENTION OF LESSEE TO
EXERCISE OPTION TO PURCHASE

TO: The Industrial Development Board of the Town of Vincent

Pursuant to the provisions of Section 9.5 of that certain Lease Agreement dated as of 1 April 1971 between The Industrial Development Board of the Town of Vincent, a public corporation and instrumentality under the laws of the State of Alabama, hereinafter referred to as Lessor, and Dewberry Engraving Company of Alabama, a corporation organized under the laws of the State of Alabama, hereinafter referred to as Lessee, by which lease the Lessor did lease to the Lessee certain realty and the improvements thereon, to wit.

Begin at the SW corner of the NW1/4 of the SE1/4 of Section 36, Township 18 South Range 2 West, and run in a Northeasterly direction along a line which is perpendicular to the Southwesterly line of U. S. Highway No. 280 to a point on the southwesterly line of said U. S. Highway No. 280; a distance of 1021.0 feet; thence 90° 00' to the right in a Southeasterly direction along the Southwesterly line of U. S. Highway No. 280 a distance of 323.10 feet to a point; thence 7° 07' 30" to the right in a Southeasterly direction along the Southwesterly line of U. S. Highway No. 280 a distance of 201.65 feet to a point; thence 7° 07' 30" to the left in a Southeasterly direction along the Southwesterly line of U. S. Highway No. 280 a distance of 12.90 feet to a point; thence 90° 00' to the right in a Southwesterly direction a distance of 1496.00 feet to a point; thence 90° 00' to the right in a Northwesterly direction a distance of 258.09 feet to a point; thence 60° 53' to the right in a Northern direction along Section line a distance of 572.20 feet to point of beginning. Minerals and mining rights excepted.

Said parcel contains approximate 17.03 acres.

Said Lessee does hereby give this its notice in writing of intention to purchase from the Lessor certain parts of the above-described realty and does therefore hereby further comply with the requirements set out in said Section 9.5 by furnishing the following:

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a. The requirements of subsection (a),

(i) The legal description of the property with respect to which this option is exercised is to wit.

Begin at the SW corner of the NW1/4 of the SE1/4 of Section 36, Township 18, Range 2 West, thence run in a Northeast direction for a distance of 696.0 feet to the point of beginning. Turn an angle to the right of 90° 00' and run a distance of 113.0 feet to the right of way of Dewberry Drive; thence continue in a Northeast direction along the North West side of Dewberry Drive for a distance of 435.50 feet to the right of way of U. S. Highway No. 280; thence run in a Westerly direction along the South right of way line of Highway No. 280 for a distance of 28.60 feet; thence turn an angle to the left of 7° 07' 30" and continue along the right of way for a distance of 323.10 feet; thence turn an angle to the left of 90° 00' and run a distance of 325.0 feet to the point of beginning. I have this date established the boundaries of said Parcel No. 2 and set iron pipes, iron rods or otherwise marked the corners as shown above; according to the best of my knowledge. Parcel No. 2 contains 2.042 acres.

This portion is not improved, and is vacant and not in any use; it has no tie-in rights, nor does it have any right to connect or join any building, structure, or improvement with existing structures, nor is it in any way servient to any other land either within or without the terms of said lease; but it does border along the road leading from U. S. Highway 280 to the improvements on the other portion of said leased property and has full right of access to said road, with user thereof as if said road were a public road. The severance of this realty will in no way interfere with the use and occupancy of existing structures on the other portions of the leased land.

(ii) Lessee intends to exercise this option on or about the 30th day of June, 1973.

(iii) The buildings to be put on the land are a building to be used as a commercial bank to serve the neighboring community, and auxiliary buildings complementary thereto. More definitely described by the bank as follows:

"A brick building of modern architecture, similar to the new bank building in Pelham. It will contain 1,200 sq. ft. completely air conditioned. There will be three Paying and Receiving tellers, one drive-in window, a 20 car paved parking lot, private panelled offices, employee lounge and the entire project will be completely landscaped."

(iv) The use to which the severed portion is to be put is as the site for a commercial bank to serve the neighboring community, therefore, a use devoted to uses in furtherance of the purpose for which the Lessor was organized.

b. A certificate of an Independent Engineer, Mr. Arnold A. Largin, Register No. 2627, as called for in subsection(b).

c. A check in the amount of \$4,400.00, which is the amount computed as provided in said Section 9.5, based on \$36,511.96.

This notice made and delivered this the 15 day of May, 1973.

DEWBERRY ENGRAVING COMPANY OF ALABAMA, INC.

By

James W. Dewberry
Its President

EXHIBITS ATTACHED:

1. Letter describing improvements to be placed on purchased property signed by L. G. Horton, President, The Bank of Pelham.
2. Certificate of Engineer, Arnold A. Largin.
3. Survey of whole parcel and parcel under option.



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Shelby Cnty Judge of Probate, AL
08/28/1973 12:00:00 AM FILED/CERT

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. Johnson
JUDGE OF PROBATE

1973 AUG 28 PM 2:11

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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