

This instrument was prepared by

**Mitchell A. Spears**

ATTORNEY AT LAW

P.O. Box 119

Monticello, AL 35115-0091

205/665-5102

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Send Tax Notice to: BURTON CAMPERS, INC.

(Name)

(Address)

320 Hwy. 304

Calera, AL 35040

**WARRANTY DEED**

**STATE OF ALABAMA**

**SHELBY**

**COUNTY**

**KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of SIX HUNDRED SEVENTY-FIVE THOUSAND, TWO HUNDRED and 00/100, (\$675,200.00) DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

**CITY OF CALERA, an Alabama Municipality**

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

**BURTON CAMPERS, INC.**

therein referred to as grantee, whether one or more, the following described real estate, situated in

**SHELBY** County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREWITH, AS THOUGH FULLY SET OUT HEREIN.

Inst # 1999-06068

02/11/1999-06068  
01:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE #152.00

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 8th  
day of FEBRUARY, 19 99 CITY OF CALERA

(Seal)

By: George Roy

Its: Mayor

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

**STATE OF ALABAMA**

**SHELBY**

**County**

**General Acknowledgment**

I, the undersigned authority, a Notary Public in and for said County,  
in said State, hereby certify that **GEORGE ROY, MAYOR FOR THE CITY OF CALERA**

whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this  
day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date,  
and he has authority to conclude such conveyance.

Given under my hand and official seal, this 8th day of FEBRUARY, 19 99

My Commission Expires: 9/13/2001

Notary Public

EXHIBIT "A"

A parcel of land located in the SW ¼ of the SE ¼ and the SE ¼ of the SW ¼ of Section 33, Township 21 South, Range 2 West, and the NW ¼ of the NE ¼ and the NE ¼ of the NW ¼ of Section 4, Township 22 South, Range 2 West, in the City of Calera, Shelby County, Alabama, being Lot 1 of the proposed Calera North Industrial Park Subdivision and being more particularly described as follows:

Lot 1, according to the Survey of Calera North Industrial Park, as recorded in Map Book 25, Page 19, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**SUBJECT TO:**

General and special taxes or assessments for 1999 and subsequent years not yet due and payable.

Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.

Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 102 Page 436 and Deed Book 49 Page 274 in Probate Office.

Any loss, damage, cost, expense and attorney's fees based on, or arising because of, any boundary line disputed, loss of land, or other adverse claim occasioned by the location of the fence along the Southerly boundary of the land as shown on the survey by Carr & Associates dated February 12, 1997.

A 30 foot utility and drainage easement as shown on the survey by Carr & Associates dated 01/21/99 and as shown in recorded Map Book 25 Page 19.

Restrictions, limitations and conditions as set out in Map Book 25 Page 19.

**PURCHASE MONEY FIRST MORTGAGE EXECUTED BY GRANTEE  
HEREIN, ON EVEN DATE HERewith, IN FAVOR OF CENTRAL STATE  
BANK, IN THE SUM OF \$534,500.00.**

The Grantee, for himself, his heirs, successors, and assigns, hereby agree that no building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, locations and approximate cost of such structure, and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the Grantor and a copy thereof, as finally approved, lodged permanently with the Grantor. The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, Grantor shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the affect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

DATED: 1-8-99

George Roy  
The City of Calera  
By: George Roy  
Its: Mayor

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02/11/1999-06068  
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SHELBY COUNTY JUDGE OF PROBATE  
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