

STATE OF ALABAMA)
SHELBY COUNTY)

DEED

150,689
See mortgage
Filed simultaneously

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned John E. Van Valkenburgh, a married man ("Van Valkenburgh"), Carl D. Panattoni, a married man ("Panattoni"), Yolanda Panattoni, Carl D. Panattoni, Leonard Panattoni, Christine Kowalski, and Elaine Schaedler, as co-trustees of the P-GST Trust dated December 26, 1989 (collectively the "Trust Grantor"), and Pebble Partners, an Alabama general partnership (the "Partnership Grantor"; Van Valkenburgh, Panattoni, the Trust Grantor and the Partnership Grantor being collectively referred to as the "Grantors"), by Samuel A. Logue and Kelley C. Logue (collectively the "Grantees"), the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey to the Grantees, as joint tenants, with right of survivorship, the real estate situated in Shelby County, Alabama described on Exhibit A hereto (the "Property");

TOGETHER WITH all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining;

SUBJECT AND SUBORDINATE TO:

1. All easements, restrictions and encumbrances of record.
2. Ad valorem taxes due and payable on October 1, 2000 and for all subsequent years.
3. The reservation by the Grantors of an easement in, to and over the real estate described on Exhibit B hereto, as set forth hereinafter.
4. The covenants and restrictions as set forth hereinafter.

No part of the Property is the homestead of any of the Grantors.

The Grantors hereby reserve an easement in, to and over the real estate described on Exhibit B hereto for the purpose, at such times and from time to time in the future as Grantors may elect, of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing or replacing, at will, one or more pipelines or other facilities for the transportation or removal of waters, and such appliances, appurtenances, fixtures and equipment, whether above or below ground, deemed by the Grantors to be necessary in connection therewith, together with all rights and privileges necessary or convenient for the full enjoyment or use of such easement and rights herein reserved.

Inst # 2000-02422

01/24/2000-02422
11:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

S:\Rebecca\Logue.ded.wpd

020 NWS 93.00

This instrument is executed by the Trust Grantor solely in the representative capacity stated herein and neither this instrument nor anything herein contained shall operate or be construed to create any liability or obligation of the Trust Grantor in her individual capacity and the Trust Grantor hereby expressly limits her liability and obligation hereunder to the property now or hereafter held by her in the representative capacity herein stated.

By acceptance hereof, the Grantees covenant and agree (a) that none of the Grantees, nor any person acting under contract with the Grantees or acting with the permission or knowledge of the Grantees, shall construct, install, locate or permit any building, structure, fence, paving, landscaping or other improvement on the Property without the prior written consent of the Grantors, as hereinafter provided, and (b) that violation of the foregoing covenant will cause irreparable damage to the Grantors for which money damages would be an inadequate remedy and therefore the foregoing covenant may be enforced by the Grantors by all remedies available at law or in equity, including without limitation specific performance and injunctive relief, and (c) that the foregoing covenants shall run with the Property and be binding upon and enforceable against the Grantees and the respective heirs, executors, administrators and assigns thereof.

The Grantors hereby appoint the Partnership Grantor (acting by any partner or member thereof) to act for all of the Grantors with respect to the certification to any interested person of whether compliance may have been had with the above covenants and restrictions and if not the reason or reasons thereof.

TO HAVE AND TO HOLD unto the Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees) in the event one of the Grantees herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

IN WITNESS WHEREOF the Grantors and the Grantees have executed this instrument
on this 21st day of JANUARY, 2011

GRANTORS:

P-GST TRUST

By Yolanda Panattoni
as co-trustee of the P-GST Trust
dated December 26, 1989

By Yolanda Panattoni
Yolanda Panattoni as such co-trustee

By Carl D. Panattoni
as co-trustee of the P-GST Trust
dated December 26, 1989

By Carl D. Panattoni
Carl D. Panattoni as such co-trustee

By Leonard Panattoni
as co-trustee of the P-GST Trust
dated December 26, 1989

By Leonard Panattoni
Leonard Panattoni as such co-trustee

By Christine Kowalski
as co-trustee of the P-GST Trust
dated December 26, 1989

By Christine Kowalski
Christine Kowalski as such co-trustee

By Elaine Schaedler
as co-trustee of the P-GST Trust
dated December 26, 1989

By Elaine M. Schaedler

Elaine Schaedler as such co-trustee

PEBBLE PARTNERS, LLP

By Michael Graham
Partner

By [Signature]
Partner

JOHN VAN VALKENBURGH

By _____ (L.S.)
John E. Van Valkenburgh

CARL D. PANATTONI

By [Signature] (L.S.)
Carl D. Panattoni

Accepted and Agreed:

GRANTEES:

SAMUEL A. LOGUE

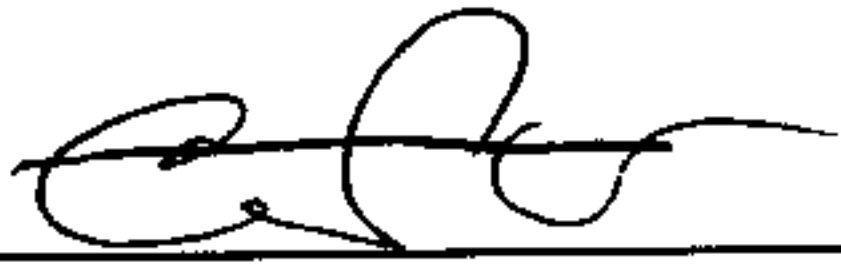
By _____ (L.S.)
Samuel A. Logue

KELLEY C. LOGUE

By _____ (L.S.)
Kelley C. Logue

Elaine Schaedler as such co-trustee

PEBBLE PARTNERS, LLP


By 
Partner

By _____
Partner

JOHN VAN VALKENBURGH

By  (L.S.)
John E. Van Valkenburgh

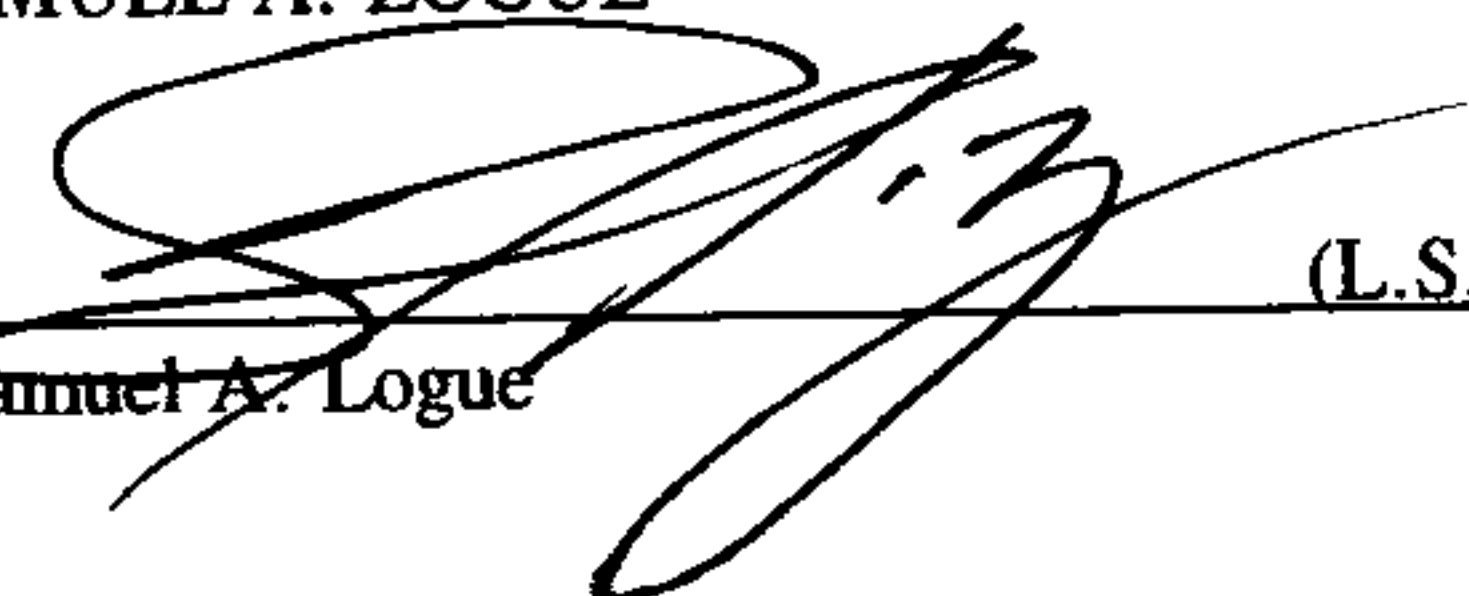
CARL D. PANATTONI

By  (L.S.)
Carl D. Panattoni

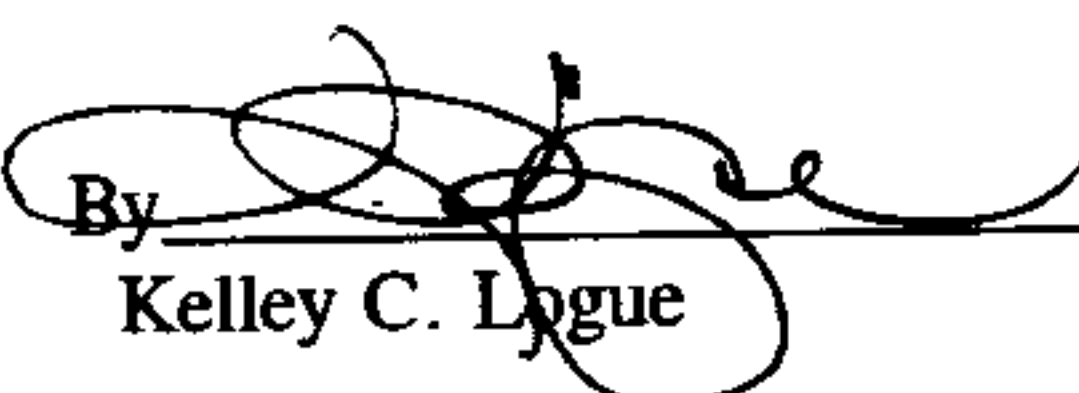
Accepted and Agreed:

GRANTEES:

SAMUEL A. LOGUE

By  (L.S.)
Samuel A. Logue

KELLEY C. LOGUE

By  (L.S.)
Kelley C. Logue

STATE OF California)
Sacramento COUNTY)

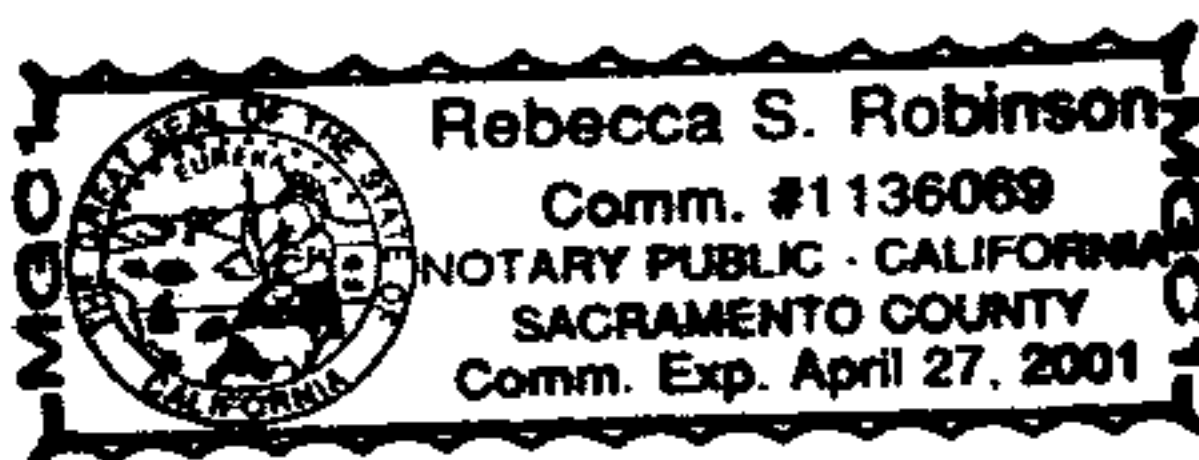
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Yolanda Panathier, whose name as co-trustee of the P-GST Trust dated December 26, 1989, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21st day of December, 1999.

Rebecca S. Robinson
Notary Public

NOTARIAL SEAL

My commission expires: April 27, 2001



STATE OF California)
Sacramento COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carl D. Panatieri, whose name as co-trustee of the P-GST Trust dated December 26, 1989, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 20th day of December, 1999.

Katina K. Woodbury

Notary Public

NOTARIAL SEAL

My commission expires: May 21, 2003



STATE OF California)
Sacramento COUNTY)

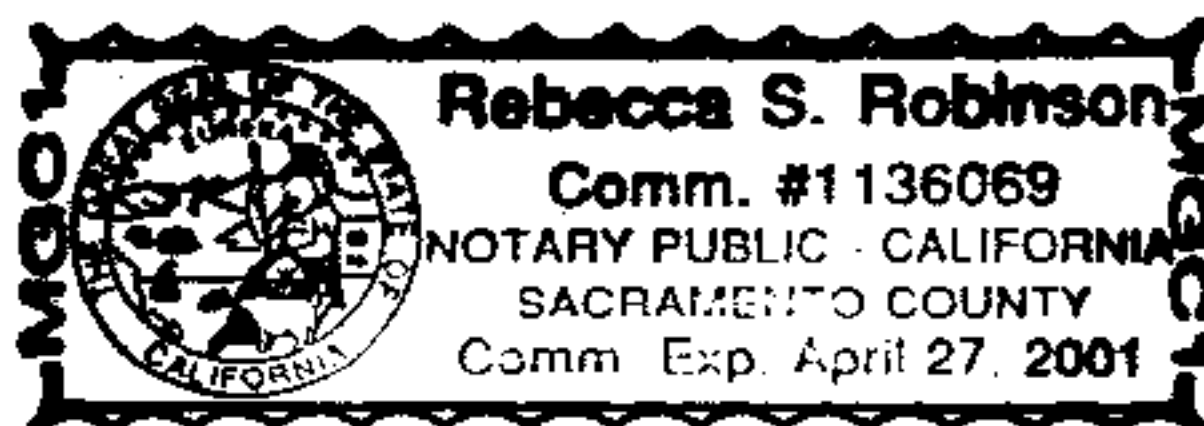
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Leonard C. Pan Am, whose name as co-trustee of the P-GST Trust dated December 26, 1989, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 20th day of December, 1999.

Rebecca S. Robinson
Notary Public

NOTARIAL SEAL

My commission expires: April 27, 2001



STATE OF California
Sacramento COUNTY)

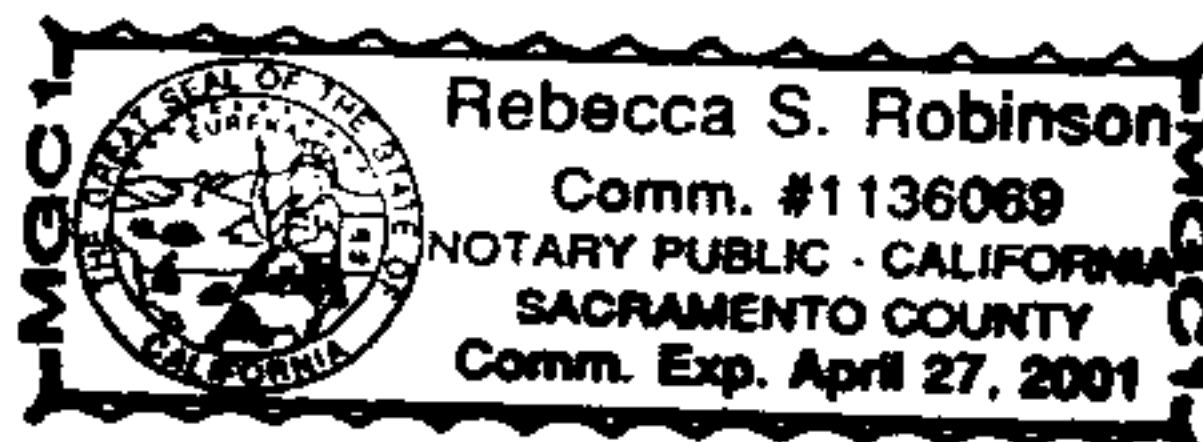
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christine Kouski, whose name as co-trustee of the P-GST Trust dated December 26, 1989, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21st day of December, 1999

Rebecca Robinson
Notary Public

NOTARIAL SEAL

My commission expires: April 27, 2001



STATE OF California)
Sacramento COUNTY)

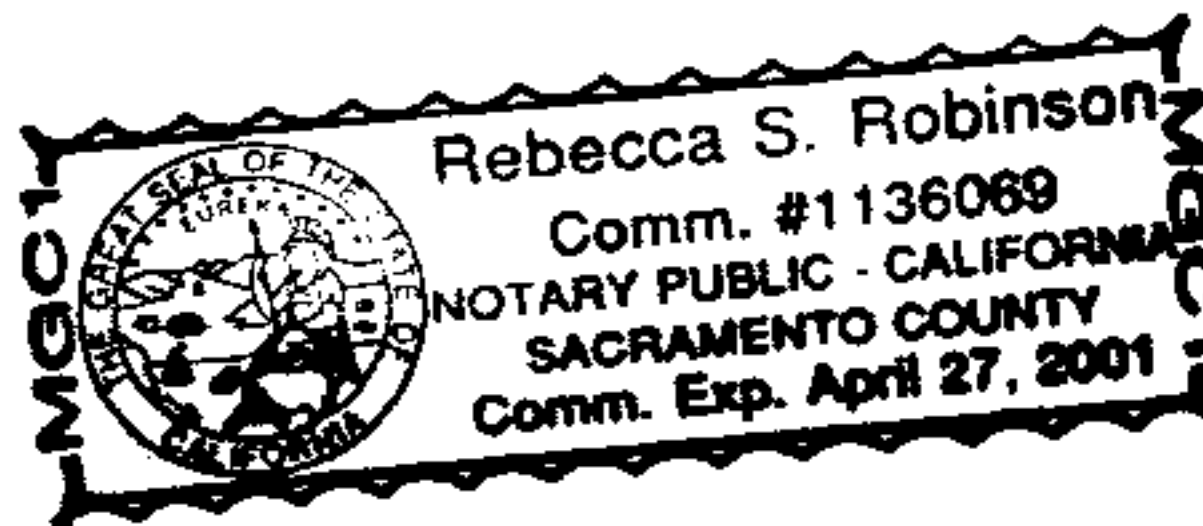
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elaine Schaeffer, whose name as co-trustee of the P-GST Trust dated December 26, 1989, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21st day of December, 1999.

Rebecca S. Robinson
Notary Public

NOTARIAL SEAL

My commission expires: April 27, 2001



STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. Michael Graham, whose name as partner of Pebble Partners, LLP, an Alabama limited liability partnership, 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 partner and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and seal this the 11 day of January, 2000

Charles H. Spencer
Notary Public

My commission expires: 1-3-01

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Graham, whose name as partner of Pebble Partners, LLP, an Alabama limited liability partnership, 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 partner and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and seal this the 11 day of January, 2000.

Cheryl H. Spencer
Notary Public

My commission expires: 1-3-01

STATE OF CALIFORNIA)

Sacramento COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John E. Van Valkenburgh, whose name 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 executed the same voluntarily.

Given under my hand and seal this the 22 day of December, 1999.

Rebecca Robinson
Notary Public

My commission expires: April 27, 2001



STATE OF CALIFORNIA)

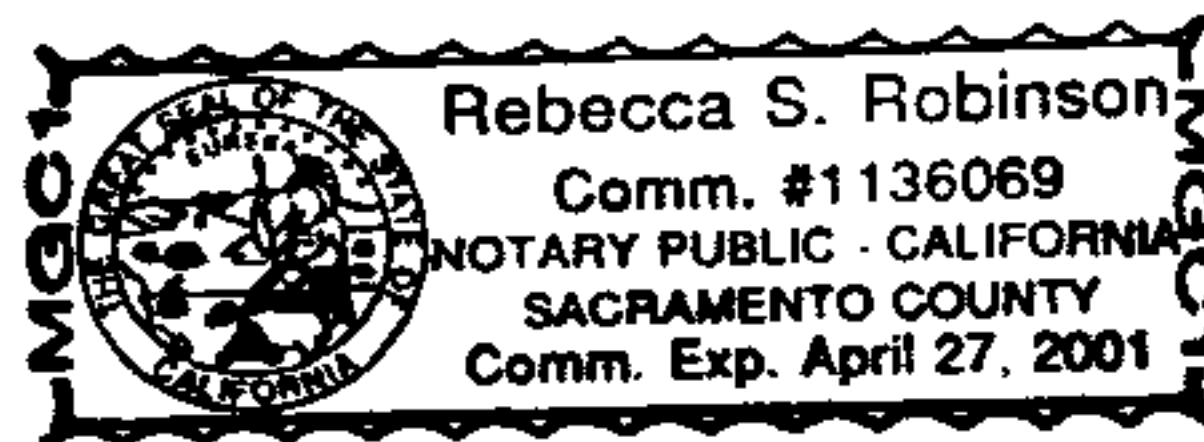
Sacramento COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carl D. Panattoni, whose name 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 executed the same voluntarily.

Given under my hand and seal this the 21st day of December, 1999.

Rebecca S. Robinson
Notary Public

My commission expires: April 27, 2001



STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Samuel A. Logue, whose name 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 executed the same voluntarily.

Given under my hand and seal this the 21st day of January 2000.

Howard C. Strohm
Notary Public

My commission expires: June 19, 2000

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kelley C. Logue, whose name 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, she executed the same voluntarily.

Given under my hand and seal this the 21st day of January 2005

Heyward C. Hosch
Notary Public

My commission expires: June 19, 2005

This instrument prepared by:

Heyward C. Hosch
WALSTON, WELLS, ANDERSON & BAINS, LLP
P. O. Box 830642
Birmingham, Alabama 35283-0642
Telephone: (205) 251-9600

Exhibit A

A parcel of land situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the said Southwest quarter of said Section 31; thence run in a Westerly direction along the North line of said Southwest quarter for a distance of 301.28 feet to a point; thence turn a deflection to the left of $51^{\circ} 49' 38''$ and run in a Southwesterly direction a distance of 150.00 feet to a point, said point being the POINT OF BEGINNING of the parcel herein described; thence turn a deflection angle to the right of $91^{\circ} 10' 21''$ and run in a Northwesterly direction a distance of 186.00 feet to a point; thence turn an interior angle of $219^{\circ} 20' 43''$ and run to the left in a Westerly direction a distance of 173.94 feet to a point; thence turn an interior angle of $92^{\circ} 34' 40''$ and run to the right in a Northerly direction a distance of 105.16 feet to a point, said point being on the South line of Cahaba Valley Park North, as recorded in Map Book 13 at page 140 A & B, Shelby County, Alabama; thence turn an interior angle of $87^{\circ} 21' 43''$ and run to the right in an Easterly direction a distance of 283.40 feet to a point; thence turn an interior angle of $108^{\circ} 53' 15''$ and run to the right in a Southeasterly direction a distance of 635.86 feet to a point; said point being on the Northerly right of way line of Southgate Drive as recorded in Map Book 22 at page 91, Shelby County, Alabama, and also being on a curve to the left; thence turn an interior angle of $87^{\circ} 11' 12''$ to tangent, and run to the right, along the arc of said curve, having a central angle of $2^{\circ} 48' 43''$ and a radius of 280.00 feet, in a Southwesterly direction, along said right of way, an arc distance of 13.75 feet to a point; thence continue tangent to last described curve, in a Southwesterly direction, along said right of way, a distance of 46.26 feet to a point; thence turn an interior angle of $90^{\circ} 00' 00''$ and, leaving said right of way, run to the right in a Northwesterly direction, a distance of 395.80 feet to a point; thence turn an interior angle of $123^{\circ} 00' 00''$ and run to the right, in a Northeasterly direction a distance of 30.00 feet to the POINT OF BEGINNING.

Exhibit B

ON AN OVERALL DRAINAGE STUDY FOR THIS SITE AND THE LANDS
NT, OWNED OR CONTROLLED BY PEBBLE PARTNERS, L.L.C., A RATIO
IC FEET OF STORM WATER DETENTION TO SQUARE FEET PURCHASED
EN DETERMINED. THIS RATIO IS 0.1866 CUBIC FEET per SQUARE
AND WILL BE REQUIRED BY THE CITY OF PELHAM FOR EACH PARCEL
THIS 1.8 ACRES WILL REQUIRE 14,640 CUBIC FEET OF DETENTION.

20FT. DRAINAGE EASEMENT

STATE OF ALABAMA
SHELBY COUNTY

A Parcel of land situated in the Southwest quarter of Section
31, Township 19 South, Range 2 West, Shelby County, Alabama,
being more particularly described as follows:

Commence at the Northeast corner of the said Southwest
quarter of said Section 31; thence run in a Westerly direction along
the North line of said Southwest quarter for a distance of 301.28
feet to a point; thence turn a deflection angle to the left of
51°49'38" and run in a Southwesterly direction a distance of
108.46 feet to a point, said point being the POINT OF BEGINNING
of the parcel herein described; thence turn a deflection angle to the
left of 57°00'00" and run in a Southeasterly direction a distance of
23.85 feet to a point; thence turn an interior angle of 123°00'00"
and run to the right in a Southwesterly direction a distance of
419.35 feet to a point, said point being a point on the East side of
Allen Road, being a road of possible prescriptive right-of-way;
thence turn an interior angle of 86°28'05" and run to the right in a
Northwesterly direction and along Allen Road a distance of 24.11
feet to a point; thence turn an interior angle of 77°49'02" and run to
the right in a Northeasterly direction a distance of 15.00 feet to a
point, said point being a 1-inch crimped iron found; thence turn an
interior angle of 195°42'53" and run to the left in a Northeasterly
direction a distance of 416.42 feet to the POINT OF BEGINNING,
containing 0.196 acres, more or less.

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Boundary Map.
Flood Prone A
No. 010193 00

This sur

Sub. + B

LOGUE - PARCEL 2
1.518 AC. +/-

C R E A G E

LOGUE - PARCEL 1
1.802 AC. +/-

A C R E A G E

NOTE

BASED ON AN OVERALL DRAINAGE STUDY FOR THIS SITE AND THE LANDS ADJACENT, OWNED OR CONTROLLED BY PERBEE PARTNERS, L.L.C., A RATIO OF CUBIC FEET OF STORM WATER DETENTION TO SQUARE FEET PURCHASED HAS BEEN DETERMINED. THIS RATIO IS 0.1866 CUBIC FEET PER SQUARE FOOT AND WILL BE REQUIRED BY THE CITY OF PELHAM FOR EACH PLOT SOLD. THIS 1.8 ACRES WILL REQUIRE 34,640 CUBIC FEET OF DETENTION.

301.28

NE CORNER
SW QUARTER
SEC 21, T10N, R10E

20' DRAINAGE EASEMENT

STATE OF ALABAMA
SHELBY COUNTY

A Parcel of land situated in the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

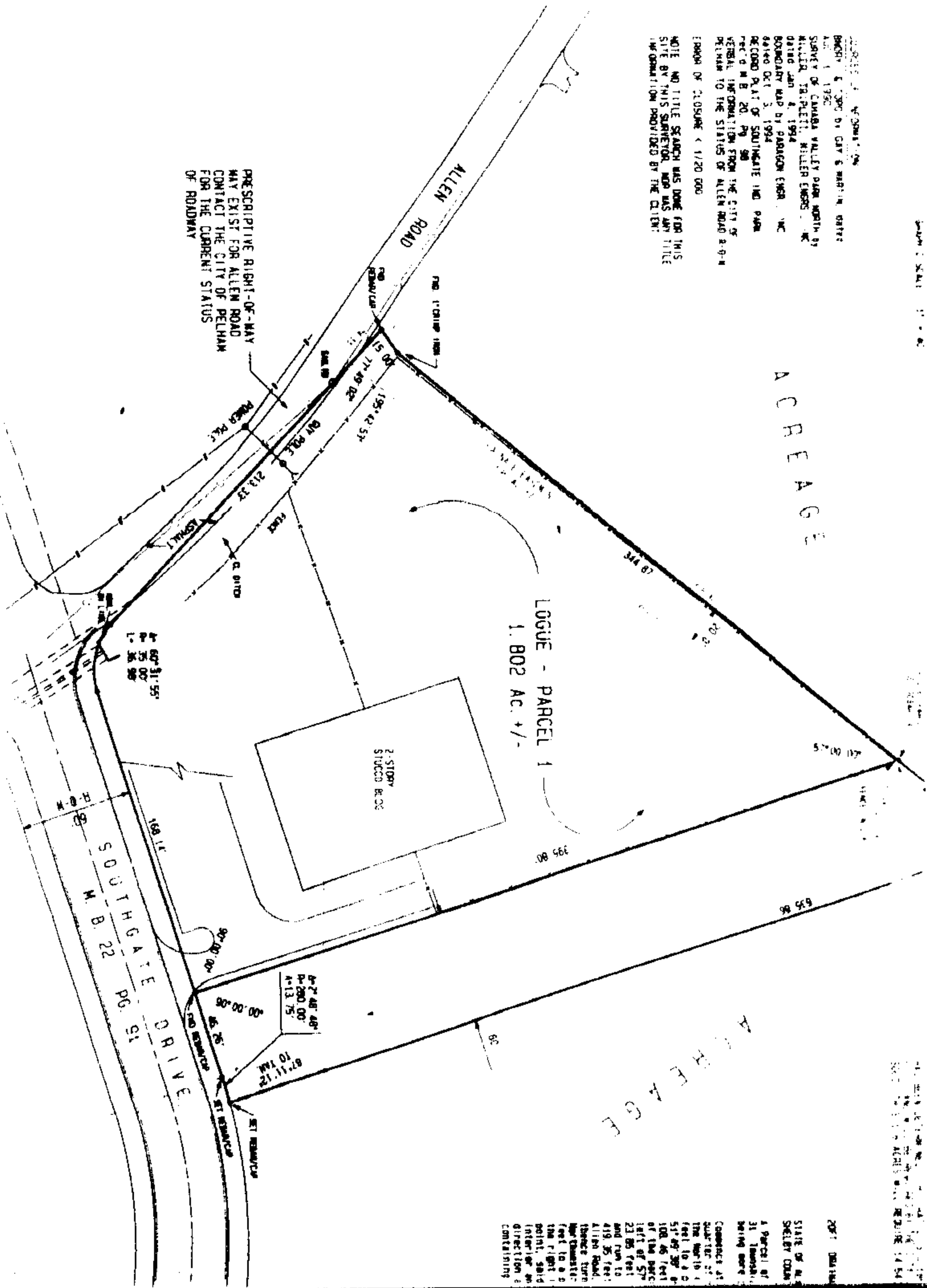
Commence at the Northwest corner of the said Southwest quarter of said Section 31; thence run in a westerly direction along the North line of said Southwest quarter for a distance of 301.28 feet to a point; thence turn a deflection angle to the left of 51° 47' 30" and run in a Southwesterly direction a distance of 100.45 feet to a point; said point being the POINT OF BEGINNING of the parcel herein described; thence turn a deflection angle to the left of 57° 00' 00" and run in a Southwesterly direction a distance of 23.65 feet to a point; thence turn an interior angle of 123° 00' 00" and run to the right in a Southwesterly direction a distance of 419.35 feet to a point; said point being a point on the East side of Allen Road, being a road of possible prescriptive right-of-way; thence turn an interior angle of 80° 28' 05" and run to the right in a Northwesterly direction and along Allen Road a distance of 24.11 feet to a point; thence turn an interior angle of 7° 49' 02" and run to the right in a Northwesterly direction a distance of 15.00 feet to a point; said point being a 1-inch cramped iron found; thence turn an interior angle of 195° 42' 53" and run to the left in a Northwesterly direction a distance of 416.42 feet to the POINT OF BEGINNING containing 0.196 acres, more or less.

Exhibit B

Inst # 2000-00222
 01/24/2000-0822
 11:24 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 SWS 020 NWS \$3.00

NOTICE OF COMPLETION
 BEING A COPY BY CITY & MARTIN, ENGINEERS
 A.C. 1992
 SURVEY OF CANADA VALLEY PARK NORTH BY
 MILLER, TRIPLETT, MILLER ENGINEERS, INC.
 DATED JAN. 4, 1994
 BOUNDARY MAP BY PARAGON ENGINEERING, INC.
 DATED OCT. 3, 1994
 RECORD PLAT OF SOUTHWEST 1/4 PARK
 RECD IN B. 20, PG. 98
 VERBAL INFORMATION FROM THE CITY OF
 PELHAM TO THE STATUS OF ALLEN ROAD & B-N
 ERROR OF CLOSURE < 1/20,000

PRESCRIPTIVE RIGHT-OF-WAY
 MAY EXIST FOR ALLEN ROAD
 CONTACT THE CITY OF PELHAM
 FOR THE CURRENT STATUS
 OF ROADWAY



STATE OF ALABAMA
 SHELBY COUNTY
 A Parcel of
 31.100000
 being more
 or less
 2071 DEATH
 14.54