

STATE OF ALABAMA

SHELBY COUNTY

AFFIDAVIT OF COMPLETION AND LIEN

Before me, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared Eddy Jowers, who, after being by me first duly sworn to speak the truth, deposes and says as follows:

My name is Eddy Jowers, and I am the Director of Public Works for the City of Pelham, Alabama. I am informed and believe, and from such information and belief, allege that the statements made in this Affidavit are true and correct.

On March 31, 2008, the City of Pelham, Alabama ("City"), and Susan Schein Chrysler, Dodge, Inc. ("Schein"), entered into an Agreement for the City to install a sewer extension to certain property owned by Schein in the city of Pelham, Alabama, which property is more particularly described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, and a copy of which said March 31, 2008 Agreement is attached hereto as Exhibit "B" and made part and parcel as fully as if set out herein; that subsequent to the execution of the March 31, 2008 Agreement shown on Exhibit "B", the City installed the referenced sewer line which was inspected, tested, and made available for use by Schein as shown by letter dated March 17, 2009, a copy of which is attached hereto as Exhibit "C" and made part and parcel hereof as fully as if set out herein.

There is currently due and payable to the City, pursuant to said Agreement, the sum of \$ 60,056.00, which represents the cost to the City of extending said line to the property described on Exhibit "A", which amount is due and payable to the City.

Eddy Jowers
Eddy Jowers

Sworn to and subscribed before me
this 28 day of August, 2009.

Dann Schockley
Notary Public


MY COMMISSION EXPIRES OCTOBER 30, 2012

This instrument prepared by:

W. Benjamin Johnson
Burr & Forman LLP
420 North 20th Street, Suite 3100
Birmingham, Alabama 35203

Send Tax Notice To:

Susan S. Schein
1406 Sutherland Place
Birmingham, Alabama 35209


20040421000205740 Pg 1/4 323.00
Shelby Cnty Judge of Probate, AL
04/21/2004 11:17:00 FILED/CERTIFIED

STATE OF ALABAMA)

COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) and other good and valuable consideration, to the undersigned Grantors in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, **Kenneth L. Terry**, a married man, and his wife, **Clara H. Terry** (herein collectively referred to as "Grantors") do hereby grant, bargain, sell and convey unto **Susan S. Schein**, an unmarried woman (herein referred to as the "Grantee"), that certain real property (the "Property") situated in Shelby County, Alabama, being more particularly described in Exhibit A attached hereto and made a part hereof.


This conveyance is made subject to encumbrances set forth in Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the Grantee, her successors and assigns forever.

AND the Grantors do, for themselves, their heirs, personal representatives, successors and assigns, covenant with the said Grantee, her heirs, personal representatives, successors and assigns, that they are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances unless otherwise noted above; that they have a good right to sell and convey the same as aforesaid; that they and their heirs, personal representatives, successors and assigns will warrant and defend the same to the said Grantee, her heirs, personal representatives, successors and assigns forever against the lawful claims of all persons.

AND the said Grantors do further warrant unto the said Grantees that no portion of the real estate conveyed hereby constitutes the homestead of any of the Grantors.

A portion of the consideration for this deed in the amount of \$1,500,000.00 is being financed by a note and mortgage executed and filed for record simultaneously herewith.


20090903000340370 2/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/03/2009 10:05:19 AM FILED/CERT

IN WITNESS WHEREOF, the Grantors have executed this conveyance as of this 5th day of March, 2004.

Kenneth L. Terry
Kenneth L. Terry

Clara H. Terry
Clara H. Terry

STATE OF ALABAMA)
)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth L. Terry, whose name is signed to the foregoing General Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing General Warranty Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 5th day of March, 2004.

Rebecca L. Glass
Notary Public Rebecca L. Glass
My Commission Expires: 06/21/07

STATE OF ALABAMA)
)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clara H. Terry, whose name is signed to the foregoing General Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing General Warranty Deed, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 5th day of March, 2004.

Rebecca L. Glass
Notary Public Rebecca L. Glass
My Commission Expires: 06/21/07



EXHIBIT A

Legal Description of the Property

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 3 West; thence run in an Easterly direction along the North line of the Northwest quarter of Southwest quarter of Section 24, Township 20 South, Range 3 West, for a distance of 808.01 feet to a point on the Easterly right of way line of U.S. Highway #31 South, said point being the point of beginning; from point of beginning thus obtained, thence turn an angle to the right of 98 degrees 52 minutes 34 seconds and run in a Southwesterly direction along the Easterly right of way line of U.S. Highway #31 South for a distance of 656.59 feet; thence turn an angle of 90 degrees to the left and run in a Southeasterly direction for a distance of 331.71 feet; thence turn an angle to the left of 90 degrees and in a Northeasterly direction for a distance of 656.59 feet; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 331.71 feet to the point of beginning. Situated in Shelby County, Alabama.



EXHIBIT B

20040421000205740 Pg 4/4 323.00
Shelby Cnty Judge of Probate, AL
04/21/2004 11:17:00 FILED/CERTIFIED

Permitted Encumbrances

1. Ad valorem taxes due October 1, 2004 and subsequent years.
2. Right of Way Easement to Colonial Pipeline Company as recorded in Deed Book 222, Page 826, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Mineral and mining rights to the extent same were not owned by Grantor.
4. Any portion of property which may be located within the Highway 31 right of way.
5. Any curb or gutter encroachments which may be shown by survey.



STATE OF ALABAMA
SHELBY COUNTY

WITNESS THIS AGREEMENT entered into this 31 day of March, 2008, by and between the City of Pelham, Alabama, an Alabama municipal corporation (hereinafter "City"), and Susan Schein Chrysler, Dodge, Inc., a corporation (hereinafter "Susan Schein"):

WHEREAS, Susan Schein has requested that City, at City's cost, extend the hereinafter described City sewer line located within the U. S. Highway 31 right-of-way from its current terminus to a point within said right-of-way adjacent to the Susan Schein Chrysler, Dodge dealership, and

WHEREAS, as an inducement to City to extend said sewer line, Susan Schein has agreed that in the event the current ownership of Susan Schein Chrysler, Dodge changes or in the event the current operation at said site is moved or substantially decreased in size, the said Susan Schein will reimburse City for the cost of construction of said sewer line, if such occurs prior to the time City fully recovers the cost of construction of said line through sales tax revenues generated on-site by Susan Schein, and

WHEREAS, City, subject to the terms and conditions contained herein, has agreed to extend the aforesaid sewer line:

NOW, THEREFORE, in consideration of the above premises and in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant, and contract as follows:

1. City will install a new eight-inch (8") sewer extension from the City's existing twenty-four-inch (24") gravity main located within the right-of-way of U. S. Highway 31 and will extend the aforesaid eight-inch (8") sewer line to a point within said highway right-of-way immediately adjacent to the Susan Schein Chrysler, Dodge dealership at a cost to City of approximately Seventy Thousand Dollars (\$70,000). Susan Schein agrees that should Susan Schein sell or move the existing dealership being operated as Susan Schein Chrysler, Dodge, substantially reduce the size or sales therefrom, or conveys said property upon which the same is situated, or any part of the business located thereon, to any other person, firm, or corporation, prior to the time City fully recovers from sales tax revenues paid to City from said site, the approximate \$70,000 cost of extending said line, then and in that event said Susan Schein will immediately reimburse City for all remaining installation costs minus any sales tax revenue which the specific property now known as Susan Schein Chrysler, Dodge generates from the date of connection to said extended sewer line.

Executed this date first specified above.

ATTEST:

Donna Tisdale
Clerk

CITY OF PELHAM, ALABAMA

By: Bobby Hayes
Bobby Hayes, Mayor

ATTEST:

Melba C. Lane

SUSAN SCHEIN CHRYSLER, DODGE, INC.

By: Susan Schein
Its President



20090903000340370 6/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/03/2009 10:05:19 AM FILED/CERT

Eddy Jowers
Public Works Director



Don Murphy
Mayor

Water Department

March 17, 2009

Ms. Susan Schein
Susan Schein Chrysler, Dodge, Inc.
Post Office Box 357
Pelham, Alabama 35124

Re: Sanitary Sewer line to serve your dealership.

Dear Ms. Schein:

The above referenced sewer line has been installed, inspected and tested and is ready to use. There is a manhole in place near the Northwest corner of your property along U.S. Highway 31 that can be bored into to accommodate your outfall line.

Please let us know when you are ready to hook your dealership onto the sewer line. At this time, there will be an impact fee of \$3000.00 for the first 15 fixtures plus \$200.00 per fixture over 15.

Kindest regards,

Eddy Jowers
Director of Public Works

20090903000340370 7/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/03/2009 10:05:19 AM FILED/CERT