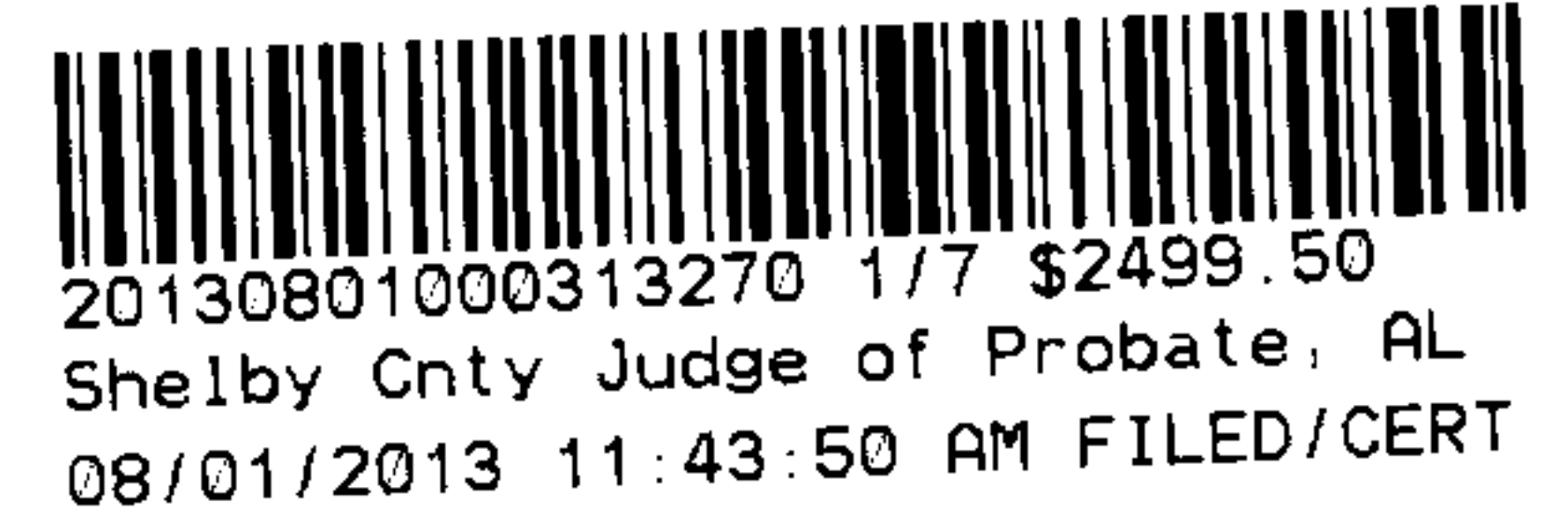


This instrument was prepared by:

William R. Justice
P.O. Box 587, Columbiana, Alabama 35051



STATUTORY WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of the sum of Two Million Four Hundred and Sixty-seven Thousand Three Hundred and Eight and no/100 Dollars (\$2,467,308.00) in hand paid to the CITY OF PELHAM, ALABAMA, a municipal corporation ("GRANTOR"), by SUMMER CLASSIC PROPERTIES, LLC, an Alabama limited liability company ("GRANTEE"), the receipt and sufficiency of which are hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to GRANTEE the following described real estate situated in Shelby County, Alabama to-wit:

See legal description attached hereto as Exhibit A

Subject to permitted encumbrances attached hereto as Exhibit B

Also, a temporary easement for ingress and egress described on Exhibit C until such time as GRANTEE's new permanent access point on U.S. Highway 31 is available for use.

GRANTOR reserves to itself an easement for ingress, egress and utilities to and from U. S. Highway 31 as described in Easement No. 1 in Exhibit D and an easement for ingress, egress and utilities to and from Lee Street as described in Easement No. 2 in Exhibit D.

The purchase price was paid by loan secured by purchase money mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

This Statutory Warranty Deed is executed and made without any representation or warranty of any kind on the part of the GRANTOR, express or implied, except for those implied covenants of warranty pursuant to Section 35-4-271 of the Code of Alabama (1975).

IN WITNESS WHEREOF, GRANTOR by its Mayor, Gary Waters, who is authorized to execute this conveyance, has hereunto set its hand and seal, this 30th day of July, 2013.

Attest:

CITY OF PELHAM, ALABAMA

Maria Yates
City Clerk

by Gary Waters
Gary Waters, Mayor

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary Waters, whose name as Mayor of the City of Pelham, Alabama, a municipal corporation, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and official seal this 30th day of July, 2013.



Mullin R. Jantres
Notary Public

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Shelby Cnty Judge of Probate, AL
08/01/2013 11:43:50 AM FILED/CERT

EXHIBIT "A" - LEGAL DESCRIPTION

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13 and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Southeast corner of Section 14, Township 20 South Range 3 West; thence North $0^{\circ} 02' 33''$ East along the East line of said section for a distance of 127.37 feet to the Point of Beginning; thence North $88^{\circ} 20' 47''$ West, leaving said Section line, for a distance of 209.36 feet to a point lying on the Northeasterly right of way of a 100 foot wide CSX Railroad right of way; thence North $25^{\circ} 41' 47''$ West, along said right of way for a distance of 130.72 feet to a point, said point lying at the intersection of said CSX right of way and the Eastern right of way line of Old Ashville Montevallo Highway (Lee Street); thence North $4^{\circ} 56' 47''$ West, leaving CSX right of way and along said road right of way for a distance of 801.50 feet to a point; thence North $1^{\circ} 27' 13''$ East, continuing along said road right of way for a distance of 249.15 feet to a point; thence South $88^{\circ} 20' 47''$ East, leaving said road right of way for a distance of 656.38 feet to a point; thence South $5^{\circ} 04' 47''$ East for a distance of 235.17 feet to a point; thence North $84^{\circ} 56' 14''$ East a distance of 211.58 feet to a point lying on the Westerly line of a 200 foot wide right of way for U.S. Highway 31; thence South $10^{\circ} 39' 24''$ East, along said right of way for a distance of 65.31 feet to a point; thence South $84^{\circ} 56' 14''$ West, leaving said right of way for a distance of 217.92 feet to a point; thence South $5^{\circ} 04' 47''$ East a distance of 867.89 feet to a point; thence North $88^{\circ} 32' 13''$ West a distance of 433.14 feet to the Point of Beginning.



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EXHIBIT "B" - PERMITTED ENCUMBRANCES

1. Easement recorded in Deed Book 248, page 150; Deed Book 248, page 137; Instrument 1999-39634; Instrument 1999-39635; Instrument 1999-39636; Real Book 89, page 283; and Deed Book 248, page 146, all in the Probate Office of Shelby County, Alabama.
2. Easement to Alabama Power Company recorded in Deed Book 242, page 931; Deed Book 248, page 840; Instrument 2000-5535; and Deed Book 329, page 795, all in the Probate Office of Shelby County, Alabama.
3. Waiver recorded in Real Book 380, page 478, in the Probate Office of Shelby County, Alabama.
4. Easement to the City of Pelham, as recorded in Deed Book 338, page 361, in the Probate Office of Shelby County, Alabama.
5. Rights of others in and to the use of easement for ingress/egress recorded in Instrument 20060512000224900 and Instrument 20091006000378890, both in the Probate Office of Shelby County, Alabama.
6. Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 241, page 383, in the Probate Office of Shelby County, Alabama.
7. Right of way for spur track recorded in Deed Book 226, page 635, in the Probate Office of Shelby County, Alabama.
8. Transmission line permit to Alabama Power Company, recorded in Deed Book 101, page 517, in the Probate Office of Shelby County, Alabama.
9. Easement to Plantation Pipeline, as recorded in Deed Book 112, page 217, and Deed Book 145, page 430, both in the Probate Office of Shelby County, Alabama.
10. Agreement as recorded in Deed Book 248, page 154, in the Probate Office of Shelby County, Alabama.
11. Less and except any portion of subject property lying within a road right of way or railroad right of way.
12. Rights of tenants in possession.
13. Rights of others in and to the use of the temporary easement for ingress/egress conveyed to GRANTEE by this deed.
14. Easements reserved by GRANTOR in this deed.
15. Mineral and mining rights not owned by GRANTOR.
16. Taxes and assessments for the year 2013, and subsequent years.

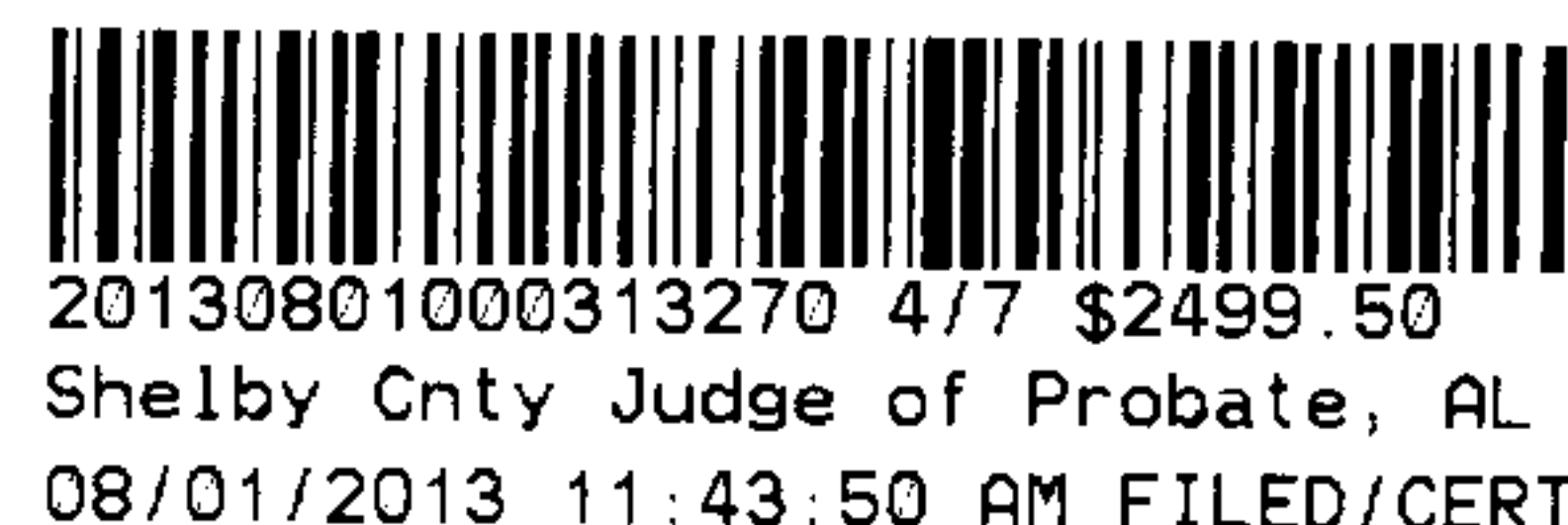


EXHIBIT "C" - TEMPORARY EASEMENT

A temporary ingress and egress easement of variable width situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Southeast corner of Section 14, Township 20 South, Range 3 West; thence N $0^{\circ} 02' 33''$ E along the East line of said Section for a distance of 127.37 feet to a point; thence N $88^{\circ} 20' 47''$ W, leaving said Section Line, for a distance of 209.36 feet to a point lying on the Northeasterly right of way of a 100 foot wide CSX Railroad right of way; thence N $25^{\circ} 41' 47''$ W, along said right of way for a distance of 130.72 feet to a point, said point lying at the intersection of said CSX right of way and the eastern right of way line of Old Ashville Montevallo Highway (Lee Street); thence N $4^{\circ} 56' 47''$ W, leaving CSX right of way and along said road right of way for a distance of 801.50 feet to a point; thence N $1^{\circ} 27' 13''$ E, continuing along said road right of way for a distance of 249.15 feet to a point; thence S $88^{\circ} 20' 47''$ E, leaving said road right of way for a distance of 656.38 feet the POINT OF BEGINNING of the temporary easement herein described; thence continue along the last call for a distance of 192.13 feet to a point lying on the westerly line of a 200 foot wide right of way for U.S. Highway 31; thence S $10^{\circ} 39' 24''$ E, along said right of way for a distance of 40.07 feet; thence S $86^{\circ} 05' 49''$ W, leaving said right of way for a distance of 194.74 feet to a point; thence N $5^{\circ} 04' 47''$ W for a distance of 58.41 feet to the POINT OF BEGINNING.

This is a temporary easement which shall terminate at such time as GRANTEE's new permanent access point on U.S. Highway 31 is available for use.



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EXHIBIT "D" - RESERVED EASEMENTS

GRANTOR reserves to itself the following easements:

EASEMENT NO. 1

An ingress, egress and utility easement of variable width situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Southeast corner of Section 14, Township 20 South, Range 3 West; thence N $0^{\circ} 02' 33''$ E along the East line of said Section for a distance of 127.37 feet to a point; thence N $88^{\circ} 20' 47''$ W, leaving said Section Line, for a distance of 209.36 feet to a point lying on the Northeasterly right of way of a 100 foot wide CSX Railroad right of way; thence N $25^{\circ} 41' 47''$ W, along said right of way for a distance of 130.72 feet to a point, said point lying at the intersection of said CSX right of way and the eastern right of way line of Old Ashville Montevallo Highway (Lee Street); thence N $4^{\circ} 56' 47''$ W, leaving CSX right of way and along said road right of way for a distance of 801.50 feet to a point; thence N $1^{\circ} 27' 13''$ E, continuing along said road right of way for a distance of 249.15 feet to a point; thence S $88^{\circ} 20' 47''$ E, leaving said road right of way for a distance of 656.38 feet to a point; thence S $5^{\circ} 04' 47''$ E for a distance of 235.17 feet to POINT OF BEGINNING of the easement herein described; thence N $84^{\circ} 56' 14''$ E a distance of 211.58 feet to a point lying on the westerly line of a 200 foot wide right of way for U.S. Highway 31; thence S $10^{\circ} 39' 24''$ E, along said right of way for a distance of 65.31 feet to a point; thence S $84^{\circ} 56' 14''$ W, leaving said right of way for a distance of 217.92 feet to a point; thence N $5^{\circ} 04' 47''$ W a distance of 65.00 feet to the POINT OF BEGINNING.

EASEMENT NO. 2

An ingress, egress and utility easement over and across the souther portion of the property conveyed to GRANTEE by this deed, bounded on the west by Lee Street and CSX Railroad right of way; on the south by the southern boundary of the property described in Exhibit A to this deed; on the east by the eastern boundary of the property described in Exhibit A to this deed; and on the north by the edge of the existing warehouse structure (and extensions thereof easterly and westerly) located on the property described in Exhibit A to this deed. This easement includes the right of access through the existing gate (or any replacement gate) located at the southwest corner of this easement.



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name City of Pelham, Alabama
Mailing Address PO Box 1419
Pelham, AL 35124

Grantee's Name Summer Classics Properties, LLC
Mailing Address 7000 Highway 25
Montevallo, AL 35115

Property Address 3140 Pelham Parkway
Pelham, AL 35124

Date of Sale 7-30-13
Total Purchase Price \$ 2,467,308.00



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08/01/2013 11:43:50 AM FILED/CERT

or
Actual Value \$

or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☒ Sales Contract ☐ Other
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 7-30-13

Print City of Pelham, Alabama

☐ Unattested by Sign [Signature]
(verified by) (Grantor/Grantee/Owner/Agent) circle one

Form RT-1