

STATE OF ALABAMA       )  
SHELBY COUNTY        )

Send tax notices to:  
City of Pelham  
3162 Pelham Parkway  
Pelham, Alabama 35124

### **STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned **OFFICE PARK PARTNERS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **CITY OF PELHAM** (the "Grantee"), the receipt of which is acknowledged, Grantor does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, that certain real estate situated in Shelby County, Alabama, which is described in Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the following (the "Exceptions"):

1. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.
2. Any applicable zoning ordinances.
3. Easements, rights-of-way, reservations, agreements, restrictions, and setback lines of record.
4. Any mineral and mining rights not owned by Grantor.

**TO HAVE AND TO HOLD**, said Property unto Grantee, its successors and assigns, forever.

Grantor hereby covenants and agrees with Grantee, its successors and assigns, that Grantor will warrant and defend the Property against the lawful claims (unless otherwise noted herein) of all persons claiming by, through, or under Grantor, but not further or otherwise.

**AND**, by acceptance of this Statutory Warranty Deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the Property is accepted by Grantee without relying on any agreement, representation, or warranty made by Grantor. Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances. It is the express intention of the parties that this assumption and release run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, et seq., as amended.). Grantor represents to Grantee

that, to the best of its knowledge, without any investigation or inquiry whatsoever, there are no hazardous materials located, stored, or disposed of on the Property which would be in violation of any applicable environmental laws.

**AND**, by acceptance of this Statutory Warranty Deed and as a condition of the conveyance hereunder, Grantee further waives and releases Grantor from any and all claims and causes of action that Grantee may have or hereafter may be otherwise entitled to based on (i) title to the Property (except as specifically set forth herein); (ii) the zoning of the Property; (iii) the condition of the Property; (iv) peaceable possession of the Property; (v) the Property's freedom from either latent or apparent defects; (vi) the Property's fitness for any particular use or purposes; (vii) defects in the Property; (viii) the environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous substances or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either; and (x) any other matter or matters relating to the Property. Grantee assumes the risk as to all defects in the Property, whether those defects are latent or not discoverable upon simple inspection, and including those defects knowledge of which would have deterred Grantee from accepting the Property. This conveyance is made expressly subject to all such injuries resulting under this paragraph, either past or future, and this condition shall constitute a covenant running with the land as against the Grantee and successors in title to the Property.




**IN WITNESS WHEREOF**, Grantor has hereto set its signature and seal on the date of the acknowledgment of Grantor's signature below, to be effective as of October 1, 2013.

**GRANTOR:**

**OFFICE PARK PARTNERS, LLC**

By: Gilbert Investment Company, LLC  
Its: Authorized Member

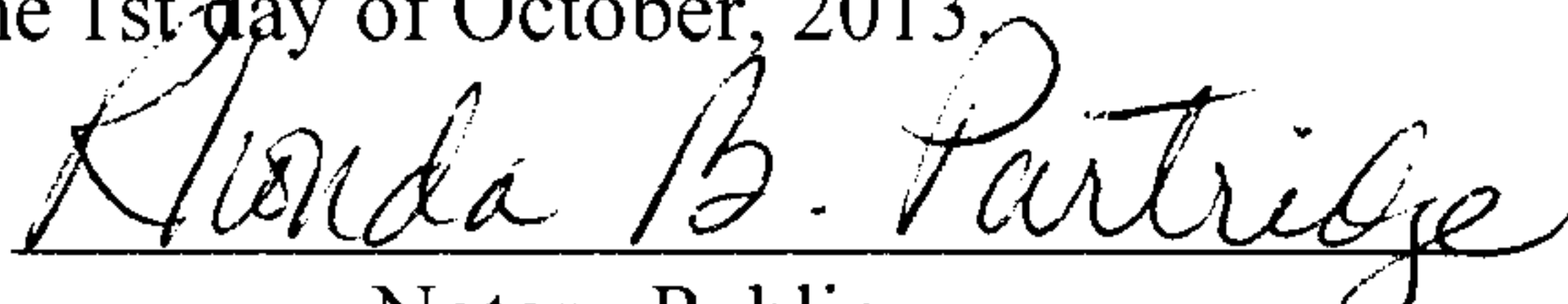
By:   
Name: Carey P. Gilbert, II  
Title: Member

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Carey P. Gilbert, II whose name as a Member of Gilbert Investment Company, LLC, an Alabama limited liability company, as the Authorized Member of Office Park Partners, LLC, an Alabama limited liability company, 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 Member of the Authorized Member of the limited liability company and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as the Authorized Member of the limited liability company.

Given under my hand and official seal this the 1st day of October, 2013

  
Notary Public


[AFFIX SEAL]

My commission expires: 12/30/15

This instrument was prepared by:  
Lee L. Sheppard, Esq.  
MAYNARD, COOPER & GALE, P.C.  
1901 Sixth Avenue North  
2400 Regions Harbert Plaza  
Birmingham, Alabama 35203-2602  
(205) 254-1000

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02508376.1

  
20131114000447880 3/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
11/14/2013 11:02:52 AM FILED/CERT


**Exhibit A**

**(Legal Description of the Property)**

Lot 7, according to the Final Plat of Office Park Partners Survey of Business Circle, as recorded in Map Book 36, Page 68, in the Probate Office of Shelby County, Alabama.

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A-1

  
20131114000447880 4/5 \$27.00  
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11/14/2013 11:02:52 AM FILED/CERT

## Real Estate Sales Validation Form

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

Grantor's Name Office Park Partners, LLC  
Mailing Address 3125 Independence Dr., Suite 125  
Birmingham, Alabama 35209

Grantee's Name City of Pelham  
Mailing Address 3162 Pelham Parkway  
Pelham, Alabama 35124

Property Address: Vacant Land.  
Described as: Lot 7 according to the Final Plat  
of Office Park Partners Survey of Business Circle  
as recorded in Map Book 36, Page 68 in the  
Probate Office of Shelby County, Alabama.

Date of Sale October 1, 2013  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$375,000  
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  
\_\_\_\_\_ Sales Contract  
\_\_\_\_\_ Closing Statement

X Appraisal  
\_\_\_\_\_ Other \_\_\_\_\_

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).

Dated October 1, 2013

Office Park Partners, LLC


Subscribed, sworn to and acknowledged before  
me this 1st day of October, 2013

By: Gilbert Investment Company, LLC  
Its: Authorized member

Rhonda B. Partberg  
Notary Public  
My Commission expires 12/30/15

By: Carey P. Gilbert, II  
Name: Carey P. Gilbert, II  
Title: Member

{02560379.1}

  
20131114000447880 5/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
11/14/2013 11:02:52 AM FILED/CERT