

This instrument was prepared by
Hannah B. Lansdon
Campbell Guin, LLC
2711 University Blvd.
Tuscaloosa, AL 35401
(205) 633-0200


20180312000079380 1/5 \$267.00
Shelby Cnty Judge of Probate, AL
03/12/2018 02:13:31 PM FILED/CERT

WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
SHELBY COUNTY)

That in consideration of Ten Dollars and other good and valuable consideration to the undersigned GRANTOR Pate Santa Fe, L.L.C., an Alabama Limited Liability Company, in hand paid by GRANTEE RAC Land, LLC, a Delaware Limited Liability Company, the receipt of which is hereby acknowledged, the said Pate Santa Fe, L.L.C., an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto the said RAC Land, LLC, a Delaware Limited Liability Company, certain real estate situated in Shelby County, Alabama, more fully described on Exhibit "A" attached hereto and incorporated herein by reference, subject to the Permitted Exceptions described on Exhibit "B" attached hereto and incorporated herein by reference.

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

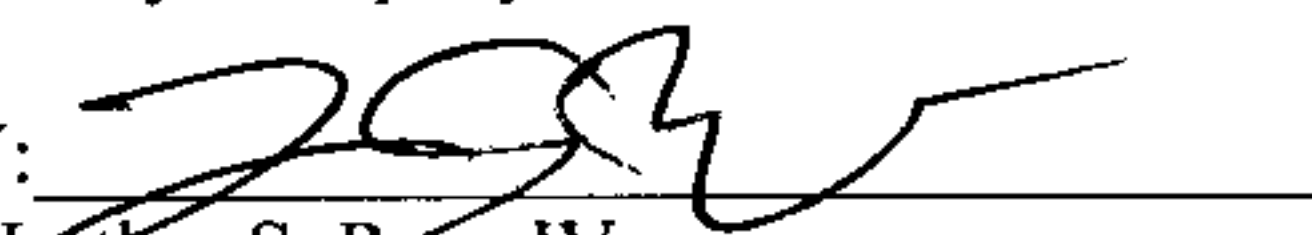
And said Pate Santa Fe, L.L.C., an Alabama Limited Liability Company, does for itself, its successors and assigns, covenant with RAC Land, LLC, a Delaware Limited Liability Company, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said RAC Land, LLC, a Delaware Limited Liability Company, its successors and assigns forever, against the lawful claims of all persons.

Upon the acceptance and recordation of this deed, Grantee accepts possession of the property as of the date hereof "AS IS, WHERE IS, WITH ALL FAULTS" with no right of set-off or reduction in the purchase price, and, except for the warranty of title as set forth above, such sale is made without representation or warranty of any kind, express or implied (including, without limitation, warranty or income, warranty of leases, potential operating expenses, uses, merchantability or fitness for a particular purpose), with respect to the condition of the property and hereby disclaim and renounce any such representation or warranty. For purposes of this Deed, the term "AS IS" shall mean, without limitation, "AS IS" with respect to the following: physical and environmental condition of the property (including defects seen and unseen and conditions natural or artificial); and all laws, ordinances, rules, and regulations to which the property is subject under any applicable governmental or regulatory jurisdiction. Grantee further acknowledges and agrees that Grantee's decision to purchase the property has been made entirely upon the basis of Grantee's information and due diligence efforts, and except for the warranty of title as set forth above, without reliance upon any information or materials provided by Grantor. The furnishing of any material, documents, reports, or agreements, if any, from Grantor to Grantee, has not been interpreted in any manner as a representation or warranty or any type or kind by Grantor, or any officer, director, employee, agent, or other party related in any way to any of the foregoing. GRANTOR MAKES NO WARRANTY OF FITNESS AND MAKES NO WARRANTY OF THE MERCHANTABILITY of any of the improvements, fixtures, equipment, or appurtenances.

IN WITNESS WHEREOF, the said Pate Santa Fe, L.L.C., an Alabama Limited Liability Company, by its Manager, Luther S. Pate, IV, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28th day of February, 2018.

Pate Santa Fe, L.L.C., an Alabama Limited Liability Company

BY:


Luther S. Pate, IV
Manager

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

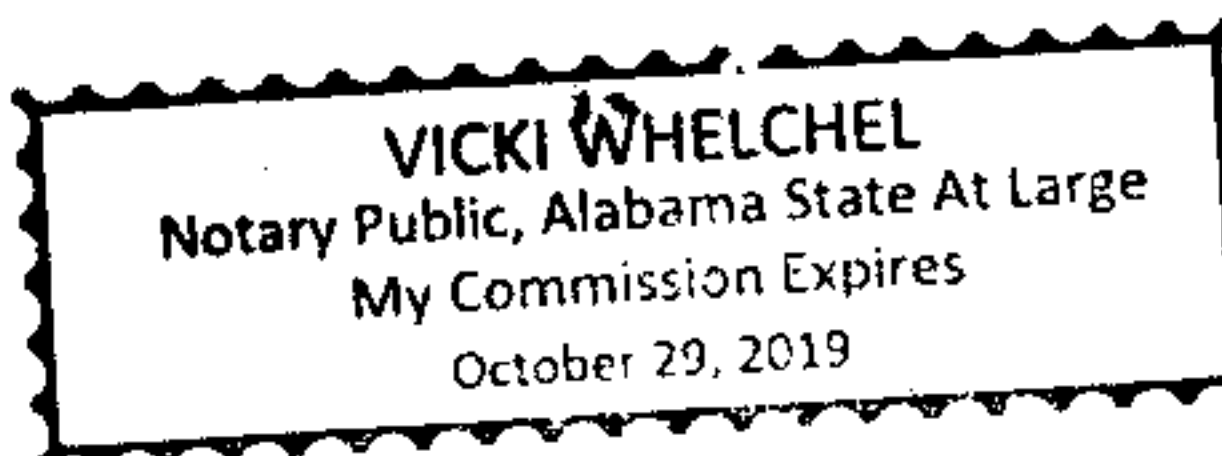
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Luther S. Pate, IV whose name as Manager of Pate Santa Fe, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal, this the 28th day of February, 2018.


Notary Public

My Commission Expires:

10/29/19



(SEAL)

Grantor's Name Pate Santa Fe, L.L.C.,
Mailing Address: P. O. Box 20828
Tuscaloosa, AL 35402

Grantee's Name RAC Land, LLC
Mailing Address: 6775 Lenox Center Court
Suite 100
Memphis, TN 38115

Property Address 3296 Pelham Parkway
Pelham, AL 35124

Date of Sale 02/28/18

Total Purchase Price \$1,200,000.00

The purchase price claimed herein can be verified in the sales agreement.

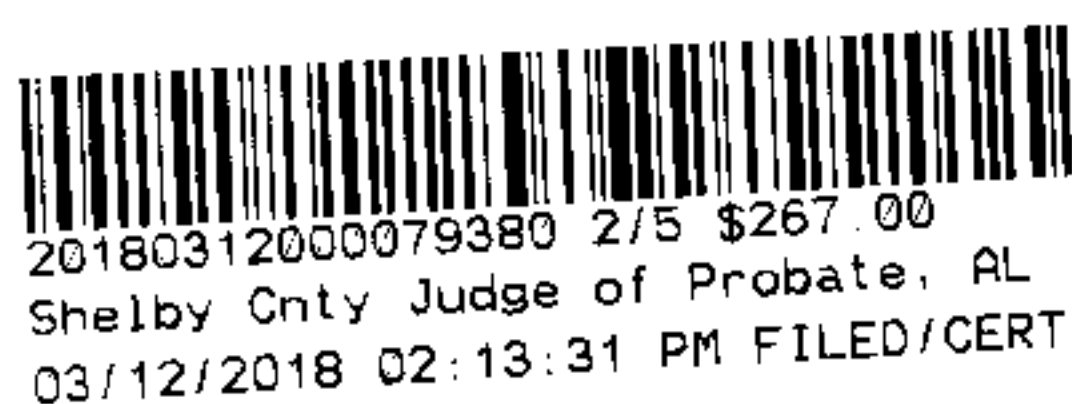


EXHIBIT "A"
LEGAL DESCRIPTION


20180312000079380 3/5 \$267.00
Shelby Cnty Judge of Probate, AL
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PARCEL I:

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, and being more particularly described as follows: Commence at the Northwest corner of above said Quarter-Quarter; thence North 89 degrees 50 minutes 27 seconds East and along said Quarter-Quarter line a distance of 191.88 feet to a point lying on the East right of way line of CSX Railroad; thence South 2 degrees 22 minutes 35 seconds East and along said right of way line a distance of 204.24 feet to the point of beginning; thence continue along the last described course, a distance of 127.09 feet; thence North 89 degrees 50 minutes 30 seconds East and leaving said right of way line, a distance of 127.82 feet' thence North 00 degrees 09 minutes 30 seconds West, a distance of 127.00 feet; thence South 89 degrees 50 minutes 30 seconds West a distance of 132.74 feet to the point of beginning.

Subject to:

A 20-foot utility and drainage easement lying 10 feet on either said of and parallel to the following described centerline:

Commence at the Northwest corner of above said quarter-quarter; thence North 89 degrees 50 minutes 27 seconds East along said quarter-quarter line a distance of 191.88 feet to a point lying on the East right of way line of CSX Railroad; thence South 2 degrees 22 minutes 35 seconds East and along said right of way line a distance of 321.32 feet to the point of beginning; thence North 89 degrees 50 minutes 30 seconds East a distance of 128.21 feet to the end of said easement.

ALSO:

Without warranty of any kind perpetual non exclusive 30 foot easements for ingress and egress over and across and to access, install and maintain utilities over, under and across a part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, and being more particularly described as follows:

ACCESS EASEMENT 1:

Commence at the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence run South 84 degrees 18 minutes 45 seconds East and along the North boundary of said Quarter-Quarter 576.57 feet to the point of beginning; thence run South 14 degrees 09 minutes 50 seconds West 334.82 feet; thence run South 84 degrees 15 minutes 46 seconds East 30.30 feet to a point on the West right of way of U.S. Highway 31; thence run North 14 degrees 09 minutes 58 seconds East along said West right of way 334.85 feet to a point on the North boundary of said Quarter-Quarter; thence run North 84 degrees 18 minutes 45 seconds West and along said North boundary 30.31 feet to the point of beginning.

ACCESS EASEMENT 1-A:

Commence at the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence run South 84 degrees 18 minutes 45 seconds East and along the North boundary of said Quarter-Quarter 576.57 feet to the point of beginning; thence South 14 degrees 09 minutes 50 seconds West 206.39 feet; thence run South 84 degrees 18 minutes 16 seconds East 30.31 feet to a point on the West right of way of U.S. Highway 31; thence run North 14 degrees 09 minutes 58 seconds East along said West right of way 206.40 feet to a point on the North boundary of said Quarter-Quarter; thence run North 84 degrees 18 minutes 45 seconds West and along said North boundary 30.31 feet to the point of beginning.

Quarter 191.88 feet to a ½ - inch capped rebar found at the point of beginning, said point being on the East right of way of the L & N Railroad; thence continue South 84 degrees 18 minutes 45 seconds East along said North boundary 384.69 feet to a ½ - inch capped rebar set on the West margin of a 30 – foot easement; thence run South 14 degrees 09 minutes 50 seconds West along said West margin 206.39 feet to a ½ - inch capped rebar found; thence run North 84 degrees 18 minutes 16 seconds West 346.40 feet to a ½ - inch capped rebar set on the East right of way of said L & N Railroad; thence run North 3 degrees 28 minutes 47 seconds East along said right of way 204.24 feet to the point of beginning.

ALSO:

Perpetual non exclusive 30 foot easements for ingress and egress over and across and to access, install and maintain utilities over, under and across a part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, and being more particularly described as follows:

ACCESS EASEMENT I:

Commence at the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence run South 84 degrees, 18 minutes, 45 seconds East and along the North boundary of said Quarter-Quarter 576.57 feet to the POINT OF BEGINNING thence run South 14 degrees, 09 minutes, 50 seconds West 334.82 feet thence run South 84 degrees, 15 minutes, 46 seconds East 30.30 feet to a point on the West right of way of U.S. Highway 31; thence run north 14 degrees, 09 minutes, 58 seconds East along said West right of way 334.85 feet to a point on the North boundary of said Quarter-Quarter; thence run North 84 degrees, 18 minutes, 45 seconds West and along said North boundary 30.31 feet to the POINT OF BEGINNING.

ACCESS EASEMENT 1A:

Commence at the Northwest corner of said Northwest Quarter of the Southwest Quarter thence run South 84 degrees, 18 minutes, 45 seconds East and along the North boundary of said Quarter-Quarter 576.57 feet to the POINT OF BEGINNING; thence South 14 degrees, 09 minutes, 50 seconds West 206.39 feet; thence run South 84 degrees, 18 minutes, 16 seconds East 30.31 feet to a point on the West right of way of U.S. Highway 31; thence run North 14 degrees, 09 minutes, 58 seconds East along said West right of way 206.40 feet to a point on the North boundary of said Quarter-Quarter; thence run North 84 degrees, 18 minutes, 45 seconds West along said North boundary 30.31 feet to the POINT OF BEGINNING.

Lying and being situated in Shelby County, Alabama.

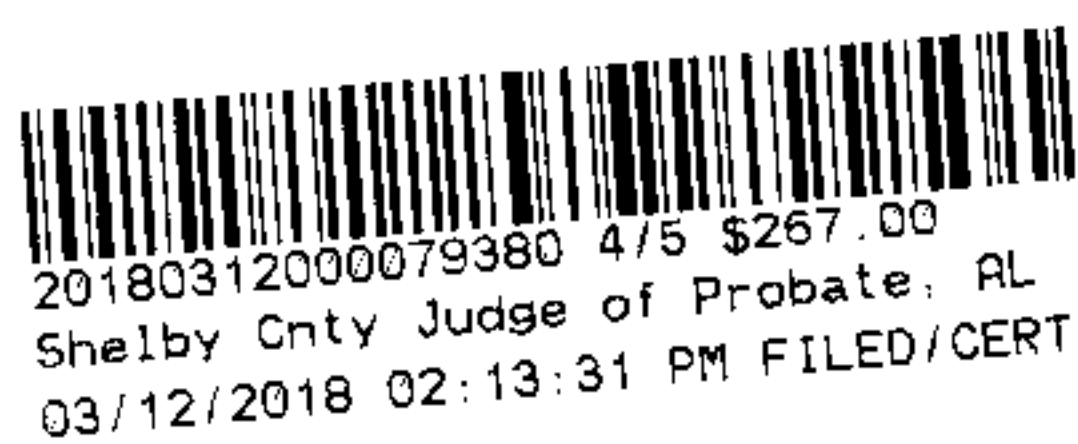


EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes for the year **2018** and subsequent years, which are not yet due and payable.
2. Coal, oil, gas and other mineral interests and rights relating thereto in, to, or under the land herein described are not insured.
3. Easement rights reserved in Instrument No. 2001-51719, as recorded in the Probate Office of Shelby County, Alabama.
4. Easement Deed by Court Order in Settlement of Landowner Action as recorded in Instrument No. 20120217000059230, in the Probate Office of Shelby County, Alabama.
5. Right-of-Way Easement to South Central Bell Telephone Company, its successors and assigns forever, as recorded in Deed Book 309, Page 337, in the Probate Office of Shelby County, Alabama.
6. Easement to City of Pelham as recorded in Deed Book 337, Page 525; Inst. # 1999-18787; and Inst. # 1999-18797, in the Probate Office of Shelby County, Alabama.

