

THIS INSTRUMENT WAS PREPARED BY:

Alton L. Lightsey, Esq.  
2105 N Park Ave., Winter Park FL 32789

SEND TAX NOTICE TO:

UAP-Jamboree, LLC  
4699 Jamboree Road, Newport Beach, CA 92660

20200421000156110

04/21/2020 02:57:44 PM

DEEDS 1/6

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## Statutory Warranty Deed

State of Alabama  
Shelby County

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to the undersigned Grantor paid by the Grantee herein, the receipt whereof is acknowledged, the said GREYSTONE WAY, LLC, a Florida limited liability company ("Grantor") does grant, bargain, sell and convey unto UAP-JAMBOREE, LLC, a California limited liability company ("Grantee") the real estate described on Exhibit A which is attached hereto and made a part hereof as if set out in haec verba and situated in Shelby, County Alabama (the "Property"); together with all improvements, buildings, structures and fixtures located thereon; all easements, if any, benefiting the Property; all rights, benefits, privileges and appurtenances pertaining to the Property belonging to Grantor, including any right, title and interest of Grantor in and to any property lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; the strips, gaps or gores, if any, between the Property and abutting property; all water, water rights in, on, under or above the Property; to the extent owned by Grantor, all oil, gas or other mineral interests in, on, under or above the Property; and all rights and interests to receive any condemnation awards from any condemnation proceeding pertaining to the Property, sewer rights, water courses, wells, ditches and flumes located on or appurtenant to the Property.

The Property is conveyed subject to those matters set forth on Exhibit "B" attached hereto (the "Permitted Encumbrances").

To have and to hold unto the said Grantee, its successors and assigns forever, subject however to the Permitted Encumbrances.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that, except for the Permitted Encumbrances, the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said Grantor by its Manager who is authorized to execute this conveyance has hereto set its signature and seal this the 20 day of April, 2020.

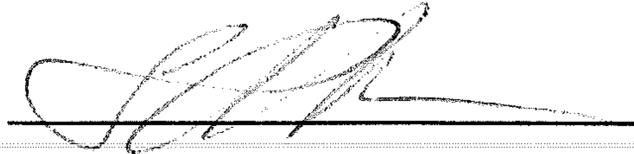
GREYSTONE WAY, LLC, a Florida  
limited liability company

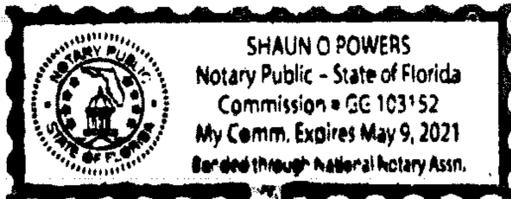
By:   
Name: Neill C. Jones  
Title: Manager

State of Florida  
Pinellas County

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that NEILL C. JONES, whose name as Manager of GREYSTONE WAY, LLC is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of April, 2020.





LEGAL DESCRIPTION

Lot 8, according to the Survey of Tattersall Park Resurvey No. 3, as recorded in Map Book 49, Pages 81A and 81B, in the Probate Office of Shelby County, Alabama.

EASEMENT PARCEL #1:

TOGETHER WITH Easement for access, drainage and utilities under that certain Restrictive Use and Reciprocal Easement Agreement between EBSCO Industries, Inc. and Greystone Way, LLC, recorded in Instrument 20181102000389880, as amended by First Amendment to Restrictive Use and Reciprocal Easement Agreement recorded in Instrument 20200224000072060, all in the Probate Office of Shelby County, Alabama.

EASEMENT PARCEL #2:

TOGETHER WITH drive easement as set out in Access Agreement by and between EBSCO Industries, Inc. and Greystone Way, LLC, recorded in Instrument 20181102000389890, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Restrictive Use and Reciprocal Easement Agreements recorded in Instrument 20150213000048170, as modified by Amendment recorded in Instrument 20181031000385880 in the Probate Office of Shelby County, Alabama. (As to Easement Parcel #1 only)
2. Covenant and Agreement for Water and Sewer Service recorded in Real 235, page 649, in the Probate Office of Shelby County, Alabama.
3. Restrictive Use and Reciprocal Easement Agreement recorded in Instrument 20171017000377670 and 20170224000065890 in the Probate Office of Shelby County, Alabama, as amended. (As to Easement Parcel #1 only)
4. Temporary Easement for Water Line construction, operation, maintenance and repair and right-of-way for ingress and egress recorded in Instrument 20180419000131350, in the Probate Office of Shelby County, Alabama., as shown on the ALTA/NSPS Land Title Survey prepared by Derek S. Meadows, with Gonzalez-Strength & Associates, Inc. dated 4/16/2020, and designated as Project 20-0075.
5. The following matters set forth on the ALTA/NSPS Land Title Survey prepared by Derek S. Meadows, with Gonzalez-Strength & Associates, Inc. dated 4/16/2020 and designated as Project 20-0075:
  - a. 15' north and south building setback lines;
  - b. 15' East Building Setback line;
  - c. 30' West Building Setback line;
  - d. 5' and 15' storm sewer easement along south property line;
  - e. Ten foot waterline easement along (inside and out) western property line.
6. Restrictive Use and Reciprocal Easement Agreement by and between EBSCO Industries, Inc. and Greystone Way, LLC recorded in Instrument 20181102000389880, as amended by First Amendment to Restrictive Use and Reciprocal Easement Agreement recorded in Instrument 20200224000072060, in the Probate Office of Shelby County, Alabama, as shown on Survey.
7. Access Agreement by and between EBSCO Industries, Inc., and Greystone Way, LLC, recorded in Instrument 20181102000389890, in the Probate Office of Shelby County, Alabama, as shown on Survey.
8. The following matters as shown on the recorded map of Tattersall Park Resurvey No. 3 recorded in Map Book 49, pages 81A and 81B in the Probate Office of Shelby County, Alabama:
  - a. 30' West building set back line;
  - b. 15' South building set back line;
  - c. 5' and 15' storm sewer easement along South property line.
9. Easement to Alabama Power Company recorded in Instrument 20190614000210800, in the Probate Office of Shelby County, Alabama, as shown on Survey.
10. Permanent Easement to Shelby County recorded in Instrument 20190725000266280, and corrected in Instrument 20190729000270520, in the Probate Office of Shelby County, Alabama, as shown on Survey.
11. Rights of tenants in possession, as tenants only, pursuant to written but unrecorded leases in effect as of the date hereof, which leases do not contain any rights of purchase or right of first refusal.

12. Terms and provisions of a Lease dated 10/29/2018 executed by Greystone Way, LLC, a Florida limited liability company as lessor and Publix Alabama, LLC, an Alabama limited liability company as lessee, a memorandum of which is recorded in Instrument 20181102000389900, Memorandum of Supplemental Space Lease date 10/01/2019, by and between Greystone Way LLC and Publix Apron's Event Planning and Catering, LLC recorded in Instrument 20191028000395870, in the Probate Office of Shelby County, Alabama.

