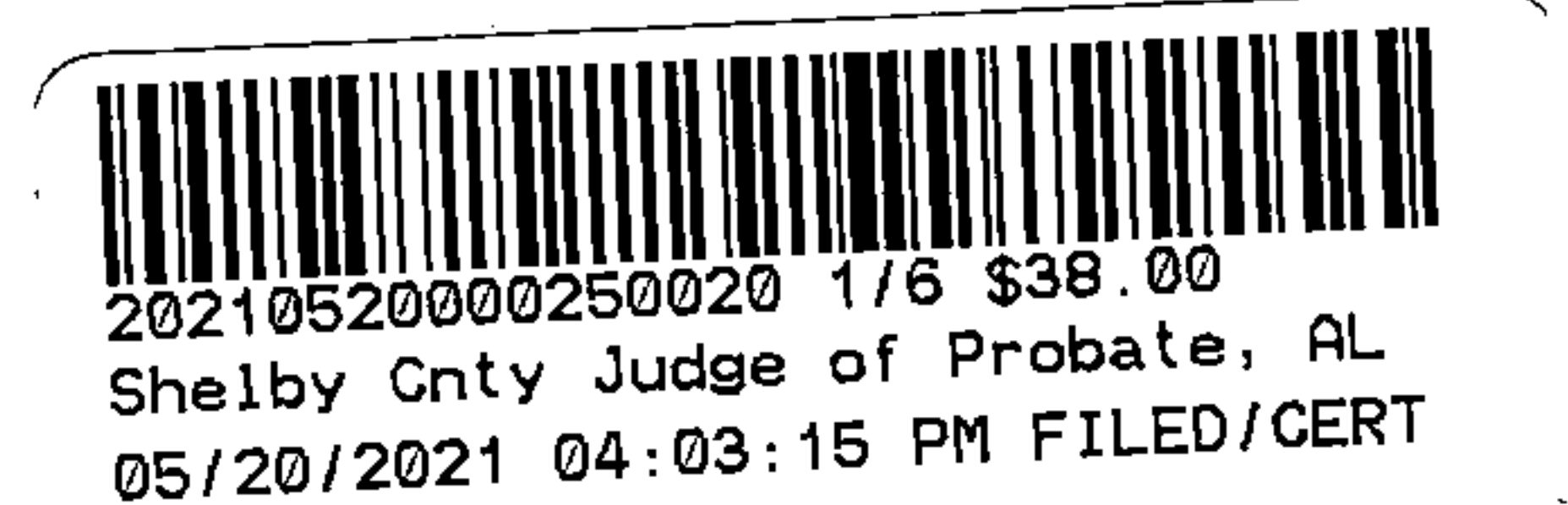


This instrument was prepared by:
Jeffrey W. Brumlow, Esq.
BRUMLOW LEGAL GROUP
137 Main Street, Ste 202
Trussville, AL 35173

Send Tax Notice to:
Commercial Development Authority of the
City of Alabaster
1953 Municipal Way
Alabaster, AL 35007

This deed is prepared without benefit of title review or current survey from a legal description provided by the Grantor or Grantee herein.

STATE OF ALABAMA)
COUNTY OF SHELBY)



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid to the undersigned, the receipt and sufficient of which are hereby acknowledged, **The City of Alabaster, Alabama**, an Alabama municipal corporation (hereinafter referred to as the "Grantor"), and pursuant to Resolution NO. 042621-E of the Alabaster City Council, has bargained and sold and by these presents does grant, bargain, sell and convey unto **The Commercial Development Authority of the City of Alabaster**, an Alabama commercial development authority, (hereinafter referred to as the "Grantee"), all of its rights, title and interests in and to that certain tract or parcel of land lying in Shelby County, State of Alabama, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. Such property is herein referred to as the "Property".

This conveyance of the Property and the covenants and warranties contained herein are made expressly subject to the matters set forth on Exhibit "B" which is attached hereto and incorporated herein by reference as well as to all taxes due October 1, 2021 and subsequent years not yet due and payable (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD, to the said 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 above) of all persons claiming by, through, or under the Grantor, but against no other.

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be effective as of the _____ day of May 2021.

GRANTOR:

The City of Alabaster, Alabama

By: Scott Brakefield
Scott Brakefield, Its Mayor

Attest:

J. Mark Frey
J. Mark Frey, Its City Clerk

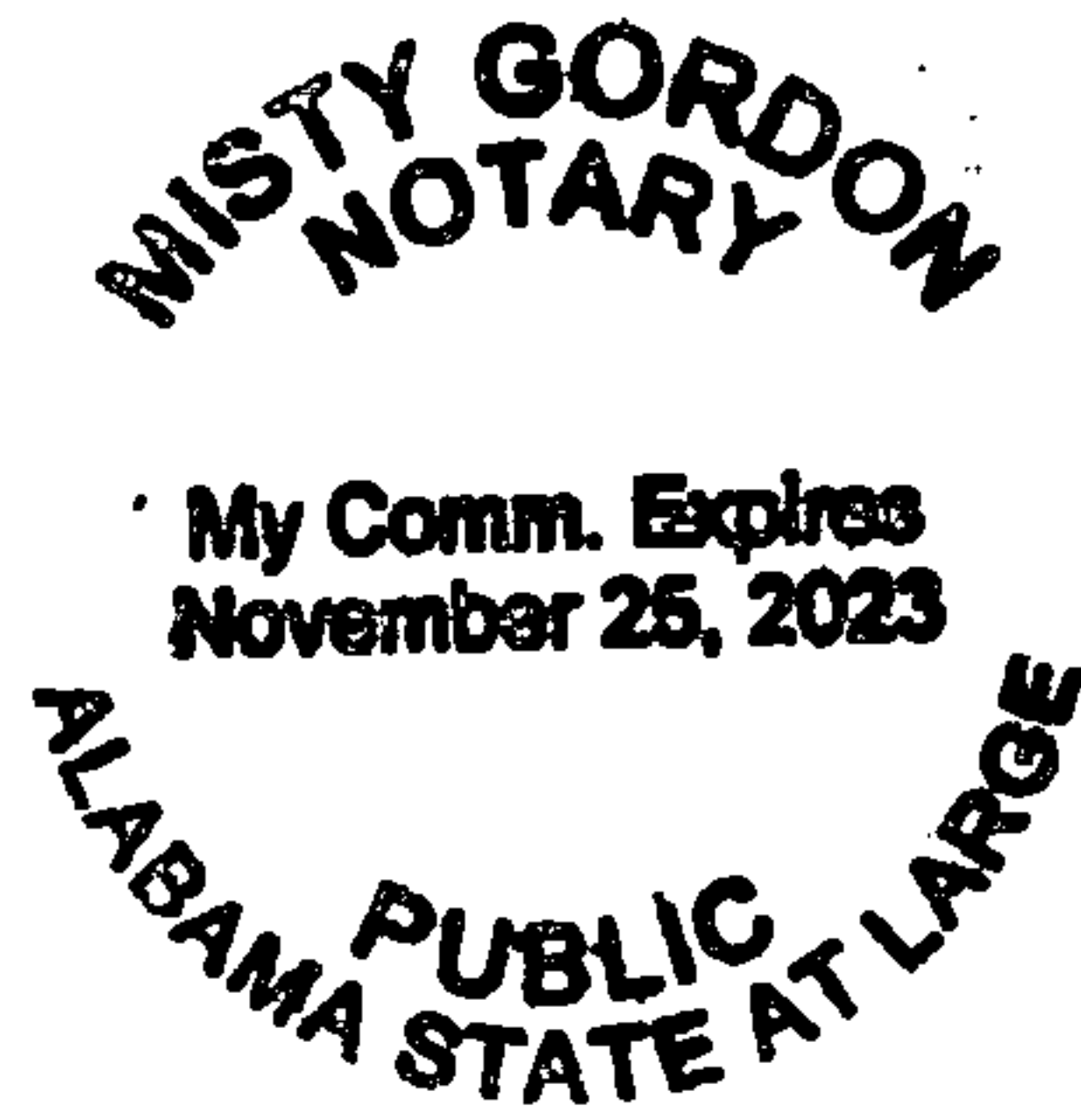
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Misty Gordon, a Notary Public in and for said County in said State, hereby certify that Scott Brakefield, whose name as the Mayor of the City of Alabaster, Alabama, an Alabama municipal corporation, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as the Mayor and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and seal, this 20 day of May 2021.

[SEAL]



Misty Gordon
NOTARY PUBLIC

My Commission Expires: 11-25-23

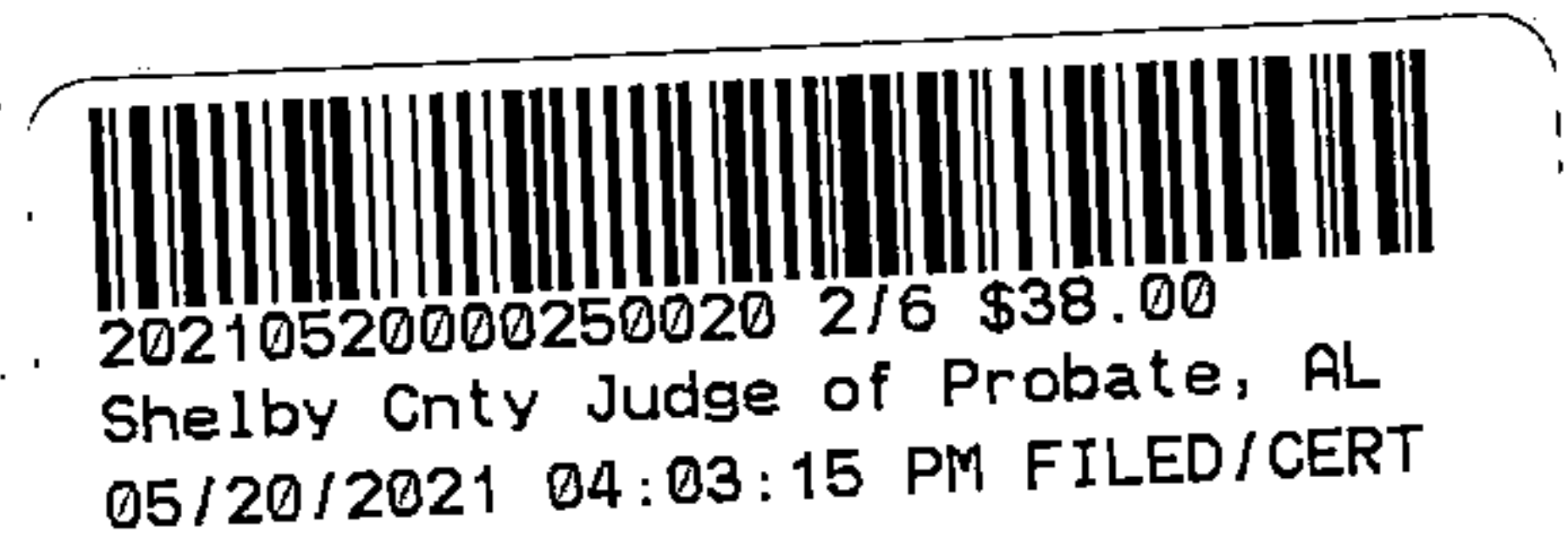


EXHIBIT A

LEGAL DESCRIPTION

20210520000250020 3/6 \$38.00
Shelby Cnty Judge of Probate, AL
05/20/2021 04:03:15 PM FILED/CERT

PARCEL I

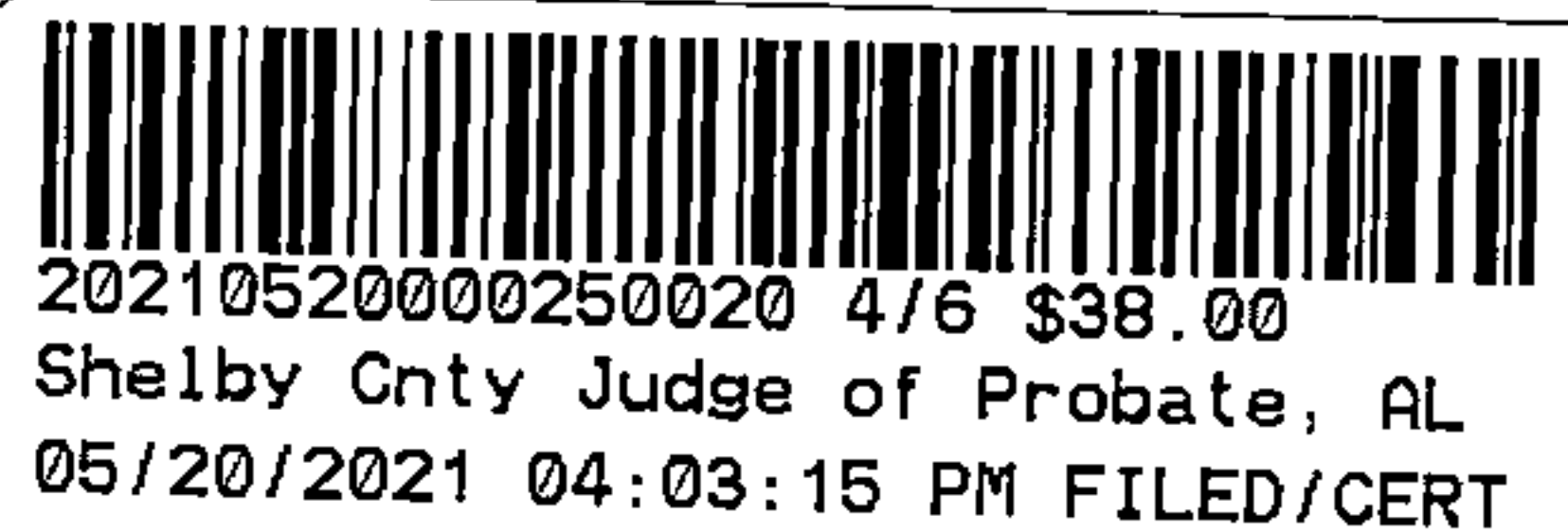
Being that property described in that certain deed recorded as Instrument Number 20051215000649050 in the Office of the Judge of Probate of Shelby County, Alabama, **less and except** that property recorded as Instrument Number 20100929000321740 in the Office of the Judge of Probate of Shelby County, Alabama:

Commence at a 3/4" capped rebar in place accepted as the Northwest corner of the Northeast one-fourth of the Southeast one-fourth of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 00° 12' 43" East along the West boundary of said quarter-quarter section and along the West boundary of the Southeast one-fourth of the Southeast one-fourth for a distance of 1648.81 feet to a 3/4" capped rebar in place; thence proceed South 00° 05' 37" East along the West boundary of said Southeast one-fourth of the Southeast one-fourth for a distance of 100.42 feet to a 3/4" capped rebar in place; thence proceed South 00° 18' 21" East along the West boundary of said Southeast one-fourth of the Southeast one-fourth for a distance of 113.74 feet to a 3/4" capped rebar in place; thence proceed South 00° 14' 21" East along the West boundary of said Southeast one-fourth of the Southeast one-fourth for a distance of 344.17 feet to a 1" rebar in place; thence proceed South 00° 06' 42" East along the West boundary of said Southeast one-fourth of the Southeast one-fourth for a distance of 441.26 feet to a 3/4" capped rebar in place accepted as the Southwest corner of the Southeast one-fourth of the Southeast one-fourth of said section; thence proceed South 02° 29' 02" East along the West boundary of the Northeast one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, for a distance of 1330.23 feet (set 1/2" rebar) to the Southwest corner of said quarter-quarter section; thence proceed South 88° 32' 26" East along the South boundary of said quarter-quarter section for a distance of 1304.33 feet (set 1/2" rebar) to the Southeast corner of said Northeast one-fourth of the Northeast one-fourth; thence proceed North 02° 27' 53" West along the East boundary of said quarter-quarter section for a distance of 1327.96 feet to a 1/2" crimp top pipe in place being the Northeast corner of Section 11 which is also the Southwest corner of Section 1, Township 21 South, Range 3 West; thence proceed South 88° 45' 27" East along the South boundary of the Southwest one-fourth of the Southwest one-fourth of said Section 1 for a distance of 55.0 feet; thence proceed North 01° 14' 33" East for a distance of 210.0 feet; thence proceed South 88° 45' 27" East for a distance of 210.0 feet; thence proceed South 01° 14' 33" West for a distance of 210.0 feet to a point on the South boundary of said Southwest one-fourth of the Southwest one-fourth; thence proceed South 88° 45' 27" East along the South boundary of said quarter-quarter section for a distance of 283.42 feet to a point on the Westerly right-of-way of the CSX Railroad right-of-way; thence proceed North 43° 42' 09" West along the Westerly right-of-way of said railroad right-of-way for a distance of 786.86 feet to the P. C. of a concave curve right having a delta angle of 48° 44' 52" and a radius of 1495.69 feet; thence proceed Northeasterly along the curvature of said curve and along the Westerly right-of-way of said railroad right-of-way for a chord bearing and distance of North 19° 19' 43" West, 1234.51 feet to the P. T. of said curve; thence proceed North 04° 46' 55" East along the Westerly right-of-way of said railroad right-of-way for a distance of 551.73 feet to the P. C. of a concave curve left having a delta angle of 16° 38' 59" and a radius of 1349.97 feet; thence proceed Northwesterly along the curvature of said curve and along the Westerly right-of-way of said railroad right-of-way for a chord bearing and distance of North 04° 32' 18" West, 390.91 feet (set 1/2" rebar) to a point on the North boundary of the Northeast one-fourth of the Southeast one-fourth of Section 2, Township 21 South, Range 3 East; thence continue Northwesterly along the curvature of said curve and along the Westerly right-of-way of said railroad right-of-way for a chord bearing and distance of North 18° 28' 11" West, 283.48 feet to a 6" x 6" concrete right-of-way monument, being located on the Southerly right-of-way of Alabama Highway No. 119; thence proceed North 67° 40' 55" West along the Southerly right-of-way of said highway for a distance of 167.97 feet; thence proceed South 75° 49' 36" West along the Southerly right-of-way of said highway for a distance of 80.56 feet to its point of intersection with the centerline of John Allen Branch; thence proceed South 27° 36' 11" East along the center of said creek for a distance of 46.54 feet thence proceed thence proceed South 01° 24' 36" East along the center of said creek for a distance of 264.61 feet to a point on the North boundary of the Northeast one-fourth of the Southeast one-fourth of Section 2; thence proceed North 88° 36' 33" West along the North boundary of said Northeast one-fourth of the Southeast one-fourth for a distance of 315.17 feet to a 2" pipe in place; thence continue North 88° 36' 33" West along the North boundary of said quarter-quarter section for a distance of 314.50 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 2, the Northeast one-fourth of the Northeast one-fourth of Section 11 and the Southwest one-fourth of the Southwest one-fourth of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 108.76 acres, more or less.

Exhibit A (Con't)

Less and Except:



Less and Except the following property as shown in that certain deed recorded as Instrument Number 20100929000321740 In the Office of the Judge of Probate of Shelby County, Alabama:


Commence at a 1/4" crimp top pipe in place being the Northeast corner of the Northeast one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 658.52 feet to the point of beginning. From this beginning point continue South 02° 27' 53" East along the East boundary of said quarter-quarter section for a distance of 669.44 feet to the Southeast corner of said quarter-quarter section to a 1/4" capped rebar in place; thence proceed North 88° 32' 26" West along the South boundary of said quarter-quarter section for a distance of 1304.33 feet to the Southwest corner of said quarter-quarter section to a 1/4" capped rebar in place; thence proceed North 02° 29' 02" West along the West boundary of said quarter-quarter section for a distance of 669.46 feet; thence proceed South 88° 32' 26" East for a distance of 1304.55 feet to the point of beginning.

PARCEL II -

Being the property described in that certain deed recorded as Instrument Number 20100929000321730 in the Office of the Judge of Probate of Shelby County, Alabama:

Commence at a 3/4" capped rebar in place being the Northeast corner of the Northwest one-fourth of the Northeast one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 02° 29' 02" East along the East boundary of said quarter-quarter section for a distance of 660.77 feet to a 1/2" capped rebar in place; thence proceed South 86° 31' 16" West for a distance of 1292.63 feet (set 1/2" rebar); thence proceed North 02° 29' 02" West for a distance of 437.02 feet (set 1/2" capped rebar); thence proceed North 44° 15' 53" East for a distance of 458.16 feet (set 1/2" capped rebar); thence proceed South 88° 26' 33" East for a distance of 961.12 feet to the point of beginning.

EXHIBIT B


20210520000250020 5/6 \$38.00
Shelby Cnty Judge of Probate, AL
05/20/2021 04:03:15 PM FILED/CERT

PERMITTED ENCUMBRANCES

1. All taxes for the year 2021 and subsequent years, not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand, limestone, and gravel in, on and under the Property.
3. Easements in favor of South Central Bell as recorded in Deed Book 189 Page 541.
4. Easement in favor of American Telephone and Telegraph Company as recorded in Volume 167, Page 70
5. Any part of the lands lying within the right of way of L & N Railroad.
6. Transmission line permits in favor of Alabama Power Company as recorded in Deed Book 48, Page 584; Deed Book 130, Page 50, 96, 181, and 224; Deed Book 181, Page 224; Deed Book 194, Page 224; Deed Book 194, Page 61; Deed Book 203, Page 256.
7. The property may not be sold, leased, or hypothecated without first receiving affirmative written consent by resolution of the City Council of the City of Alabaster, Alabama.

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 Alabaster, Alabama
Mailing Address 1953 Municipal Way
Alabaster, AL 35007

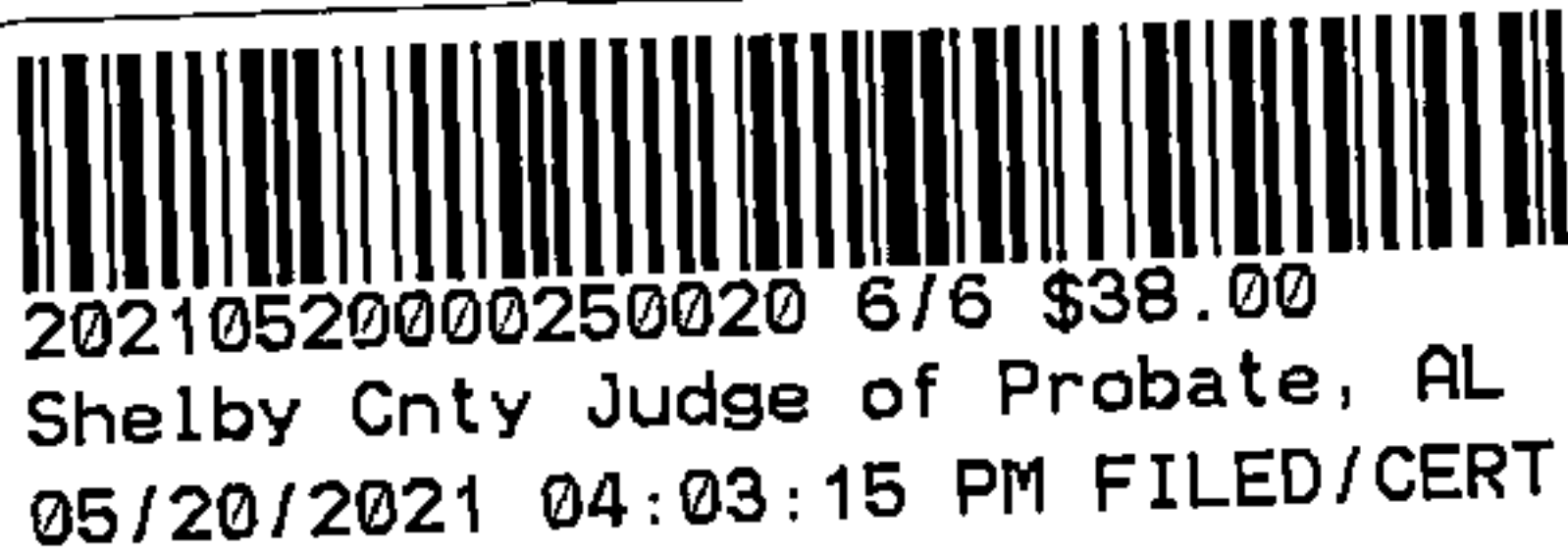
Grantee's Name Commercial Development Authority
Mailing Address of the City of Alabaster
1953 Municipal Way
Alabaster, AL 35007

Property Address N/A

Date of Sale 04/26/2021
Total Purchase Price \$ 10.00

or
Actual Value \$

or
Assessor's Market Value \$ 1,600,000.00



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)

- | | |
|--|--|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input checked="" type="checkbox"/> Other Resolution of City Council |
| <input type="checkbox"/> 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 5/20/2021

Print Jeffrey W. Bruner, Esq

Unattested

Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

(verified by)

Print Form

Form RT-1