

ORDINANCE No. 510

20220909000350860 1/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

An Ordinance Declaring Certain Real Property as Surplus and No Longer Needed for Public or Municipal Purposes

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PELHAM, ALABAMA, AS FOLLOWS:

Section 1. It is hereby established and declared that the following described real property of the City of Pelham, Alabama, is no longer needed for public or municipal purposes:

LEGAL DESCRIPTION

Lot 1, According to the Final Plat of The Grande Vista, a commercial subdivision, containing 4.08 acres, more or less, and situated in Pelham, Alabama as recorded in Map Book 56, Page 84 in the office of the Judge of Probate of Shelby County, Alabama.

Section 2. Pursuant to the authority granted by § 11-47-20, Code of Alabama 1975, the Mayor is hereby authorized and directed to execute a general warranty deed for the above described parcel containing 4.08 acres, more or less, for the total sale price of \$1,175,000.00 to the City of Pelham, Alabama.

Section 3. Resolution 2021-10-04-13 adopted October 4, 2021 (Exhibit A) the Purchase & Sale Agreement executed on October 4, 2021 (Exhibit B) and Ordinance No. 135-239 (Exhibit C) adopted on October 4, 2021 shall become permanent parts of Ordinance No. 510.

Section 4. All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

Section 5. This Ordinance shall become effective upon its passage and publication or posting as required by law.

THEREUPON Larry Palmer, a member of the Pelham City Council, moved that all rules which would prevent the immediate consideration of Ordinance No. 510, hereupon attached, be suspended and immediate consideration given to passage of said Ordinance. Said motion was seconded by Mildred Lanier, a member, and passed unanimously by roll call vote.

The vote on said motion was as follows:

Maurice Mercer Council President	Yes
David Coram Council Member	Yes
Larry Palmer Council Member	Yes
Rick Wash Council Member	Yes
Mildred Lanier Council Member	Yes

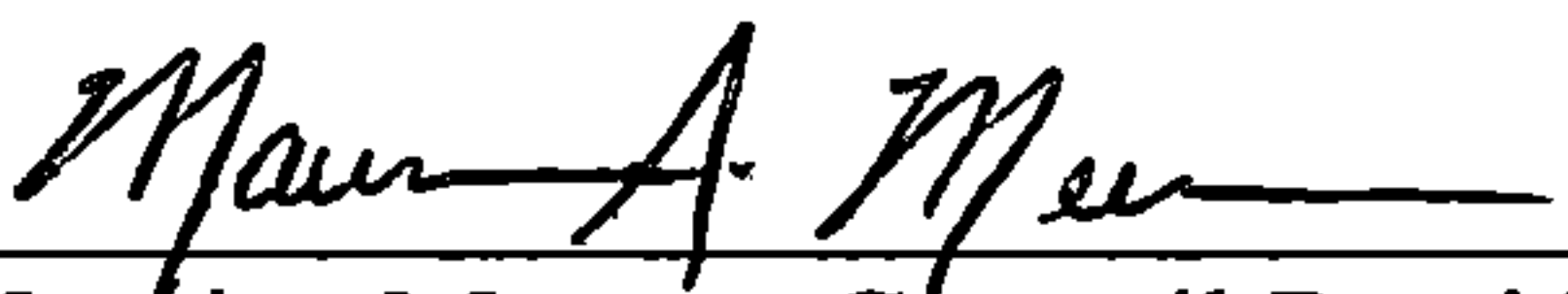
All rules which would prevent the immediate consideration of Ordinance No. 510 be suspended and immediate consideration given passed unanimously by roll call vote.

THEREUPON Mildred Lanier, a councilmember moved and David Coram, a councilmember seconded the motion that Ordinance No. 510 be given vote. The roll call vote on said motion was as follows:

Maurice Mercer Council President	<u>Yes</u>
David Coram Council Member	<u>Yes</u>
Larry Palmer Council Member	<u>Yes</u>
Rick Wash Council Member	<u>Yes</u>
Mildred Lanier Council Member	<u>Yes</u>

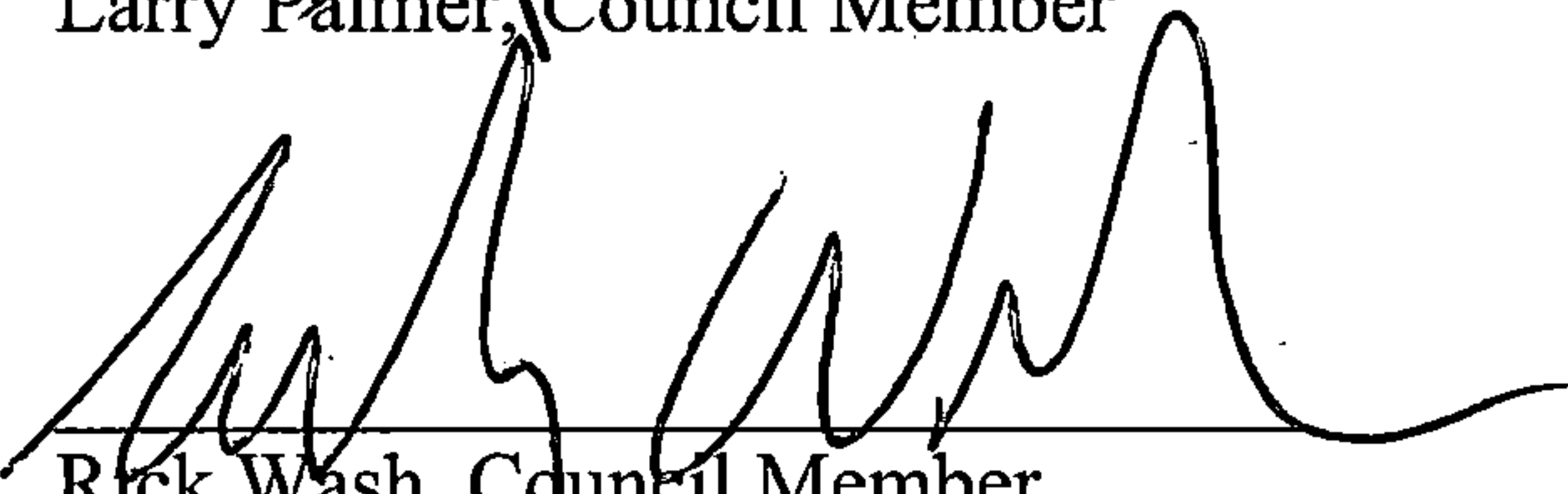
Ordinance No. 510 passed by majority vote of all members of the Council and the Council President declared the same passed.

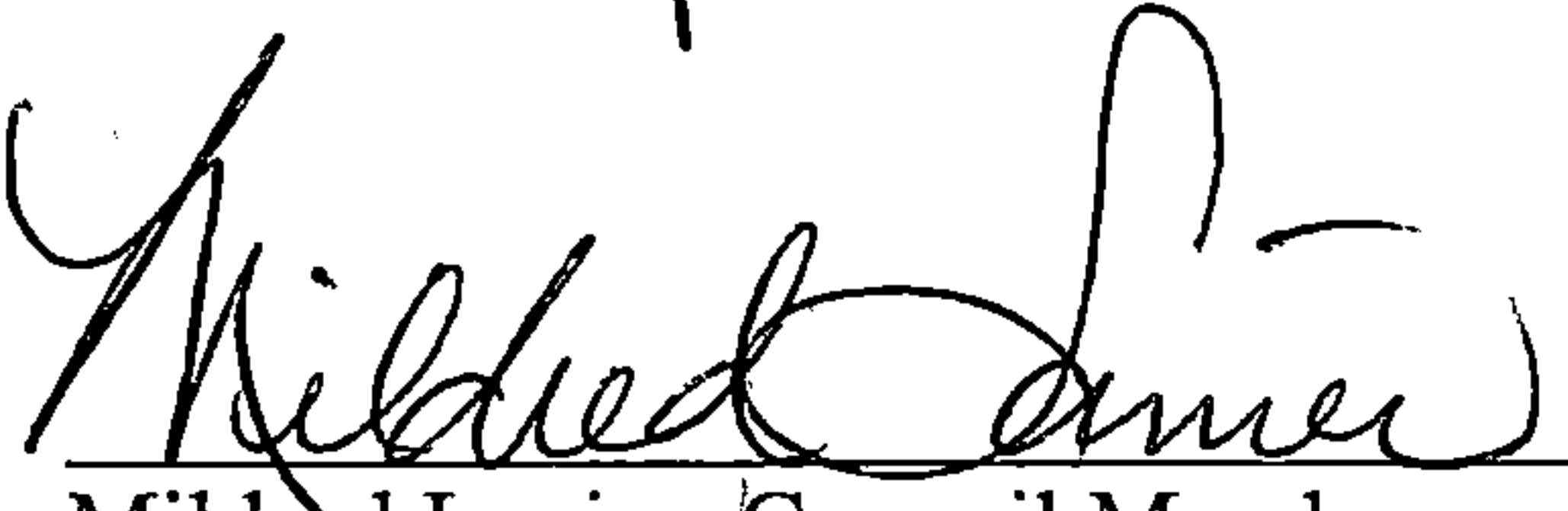
ADOPTED and approved this 6th day of September 2022.


Maurice Mercer, Council President


David Coram, Council Member


Larry Palmer, Council Member


Rick Wash, Council Member

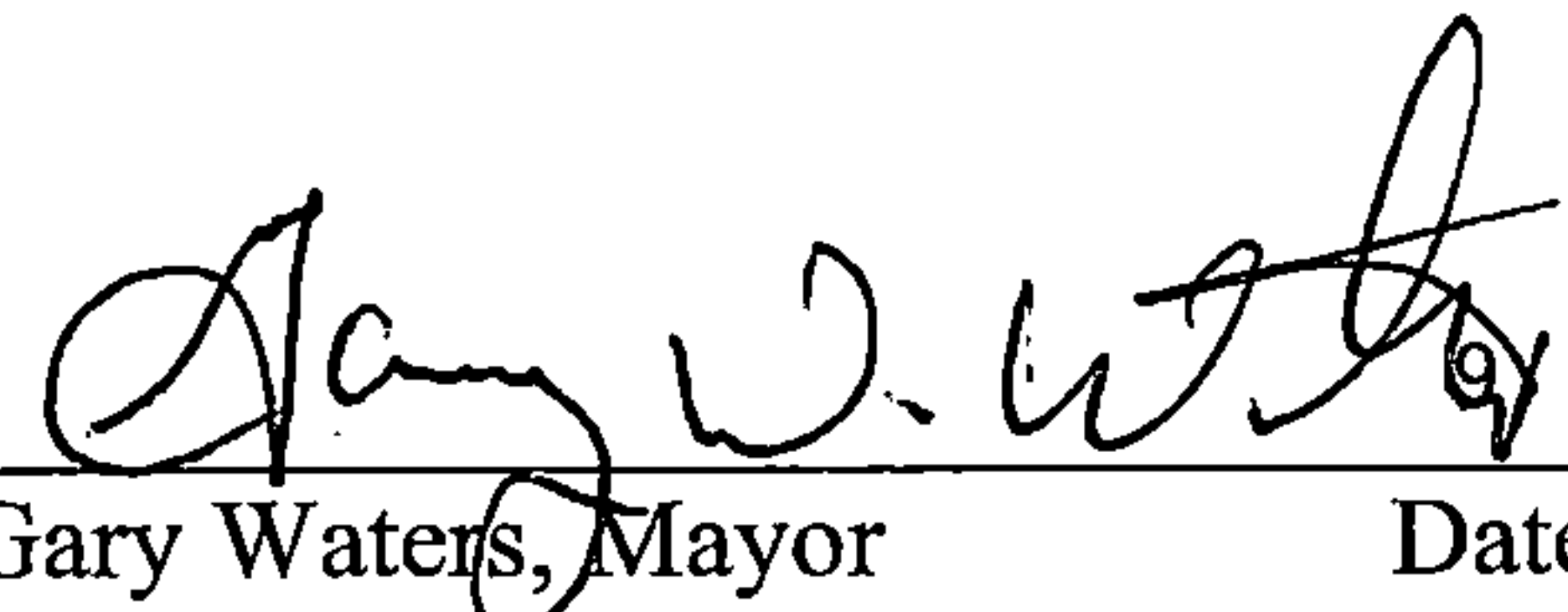

Mildred Lanier, Council Member



ATTEST:


Tom Seale, MMC, City Clerk/Treasurer

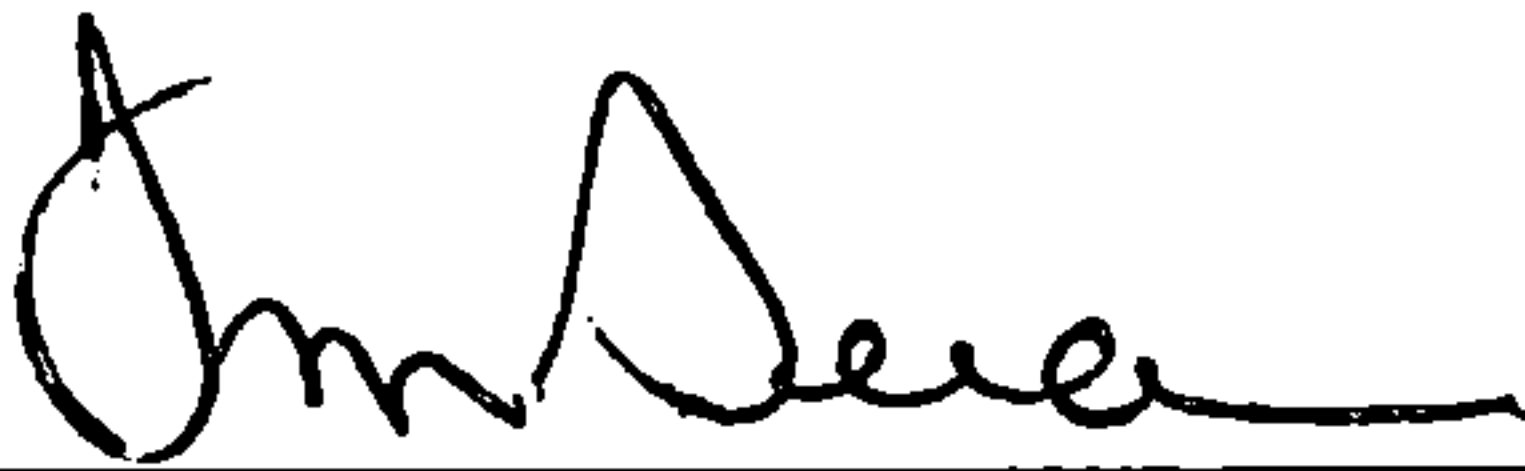
APPROVED:

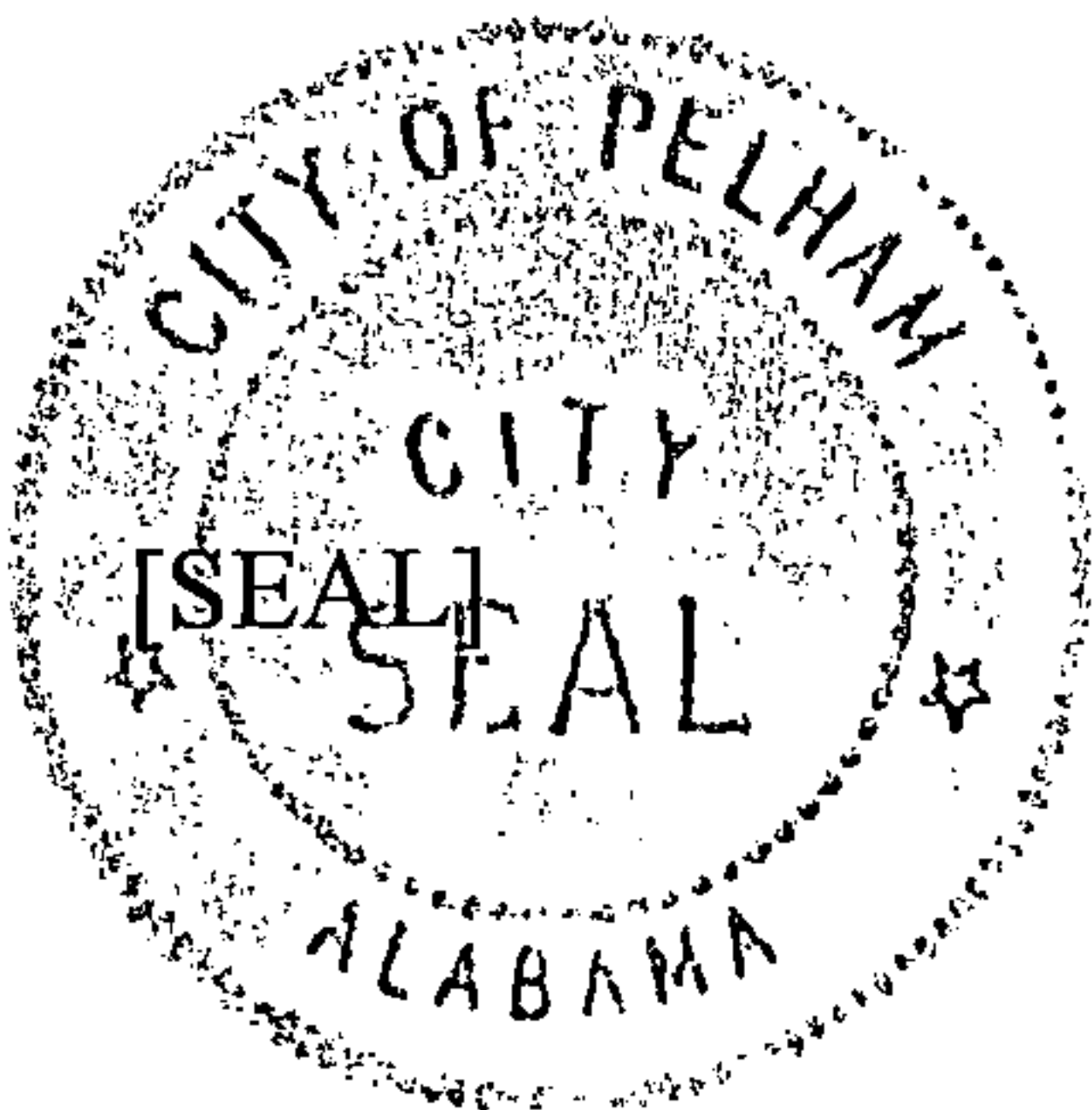

Gary Waters, Mayor 9/6/2022
Date

POSTING AFFIDAVIT

20220909000350860 3/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing ORDINANCE No. 510 was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at a regular called meeting of such Council held on the 6th day of September 2022, and duly published by posting an exact copy thereof on the 7th day of September 2022, at four public places within the City of Pelham, Alabama, including the Mayor's Office at City Hall, Pelham Recreation Center, Pelham Public Library, Pelham Water Works and www.pelhamalabama.gov. I further certify that said Ordinance is on file in the office of the City Clerk/Treasurer and a copy of the full Ordinance may be obtained from the office of the City Clerk/Treasurer during normal business hours.

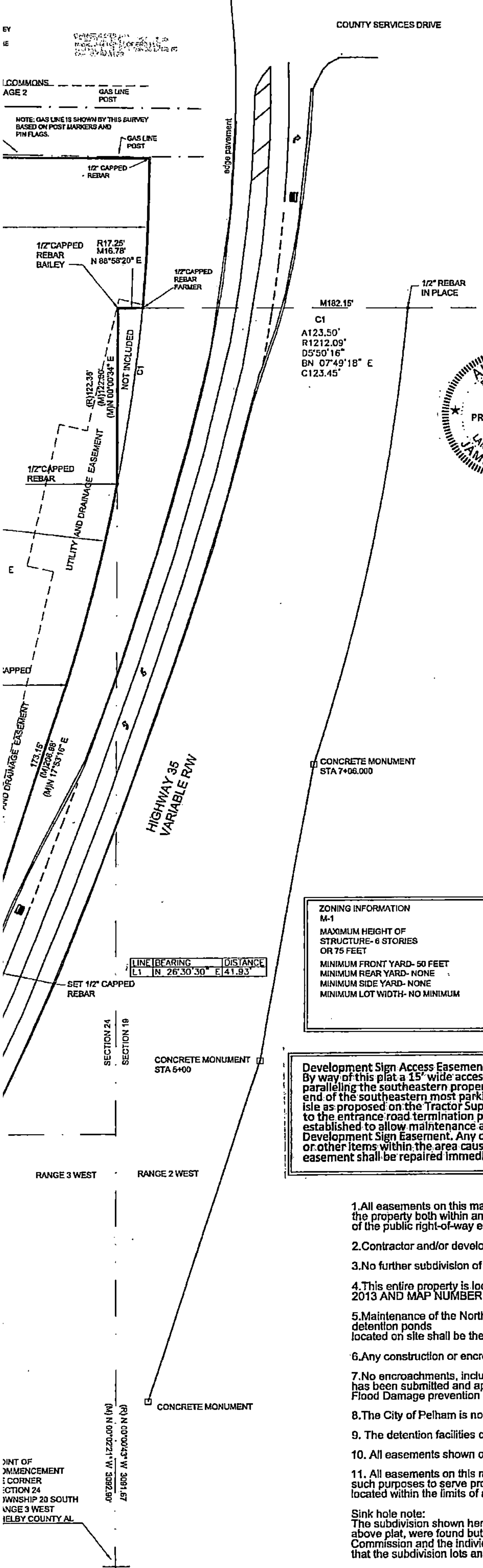

Tom Seale, MMC, City Clerk/Treasurer





20220909000350860 5/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

84
20220909000350860 1/1 \$49.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:45:09 AM FILED/CERT



FINAL PLAT
THE GRANDE VISTA
A COMMERCIAL SUBDIVISION
SE 1/4 NE 1/4 NE 1/4 SE 1/4
SECTION 24, TOWNSHIP 20 SOUTH
RANGE 3 WEST SHELBY COUNTY AL

TOTAL AREA OF DEVELOPMENT
11.08 ACRES

OWNER: THE CITY OF PELHAM
P.O. Box 1419
Pelham, AL 35124

State of Alabama
Shelby County

The undersigned, James M. Ray, Land Surveyor, State of Alabama, The City of Pelham, Owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor, and that said survey and this plat or map were made at the instance of said owners; that this plat or map is a true and correct plat or map of lands shown therein and known as THE GRANDE VISTA, showing the subdivisions into which it is proposed to divide said lands, giving the length and angles of the boundaries of each lot and its number, showing the streets, alleys and public grounds, giving the length, width and name of each street, as well as the number of each lot and block, and showing the relation of the lands to the government survey of Section 24, Township 20 South, Range 3 West; and that iron pins have been installed at all lot corners and curve points as shown and designated by small open circles on said plat or map. I, James M. Ray, state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief. Said owner also certifies that they are the owner of said land, and that the same is not subject to any mortgage.



Dated this 17th day of August, 2022.

By: James M. Ray, Alabama Reg. No. 18383

Dated this 23rd day of August, 2022.

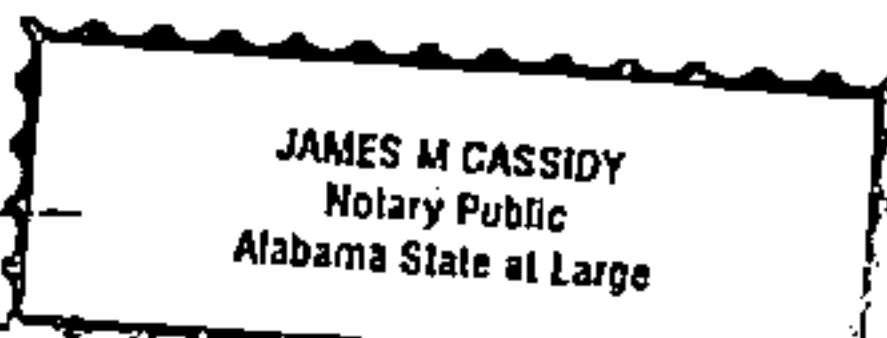
By: City of Pelham - Owner

State of Alabama
Shelby County

I, James M. Ray, a Notary Public in and for said County and State hereby certify that James Ray, whose name is signed to the foregoing certificate as Land Surveyor, who is known to me, acknowledged before me, on this date, that being informed of the contents of said certificate; he executed same voluntarily and with full authority therefor.

Given under my hand and seal this 17th day of August, 2022.

My commission expires: 10/1/22 By: [Signature] Notary Public



State of Alabama
Shelby County

I, Thomas R. Seace, a Notary Public in and for said County and State hereby certify that GARY W. WATERS, whose name is signed to the foregoing certificate as Owner, who is known to me, acknowledged before me, on this date, that being duly informed of the contents of said certificate; he executed same voluntarily and with full authority therefor.

Given under my hand and seal this 23rd day of August, 2022.

My commission expires: 9-1-2025 By: [Signature] Notary Public

By: [Signature]
The City of Pelham - Owner

ZONING INFORMATION
M-1
MAXIMUM HEIGHT OF STRUCTURE- 6 STORIES OR 75 FEET
MINIMUM FRONT YARD- 50 FEET
MINIMUM REAR YARD- NONE
MINIMUM SIDE YARD- NONE
MINIMUM LOT WIDTH- NO MINIMUM

Development Sign Access Easement:
By way of this plat a 15' wide access easement over and across, paralleling the southeastern property line to a point of the south end of the southeastern most parking stall and utilizing the drive aisle as proposed on the Tractor Supply Site Plan from this location to the entrance road termination point within Lot 1 is hereby established to allow maintenance access to the Master Site Development Sign Easement. Any damage to landscaping, pavement, or other items within the area caused by accessing the sign easement shall be repaired immediately by the party granted access.

APPROVED BY [Signature]
MAYOR, CITY OF PELHAM

APPROVED BY [Signature]
DATE 8/23/2022
PLANNING COMMISSION, CITY OF PELHAM

APPROVED BY [Signature]
DATE 8/23/22
CITY ENGINEER CITY OF PELHAM

APPROVED BY [Signature]
DATE 8-23-2022
CITY CLERK OF PELHAM

APPROVED BY [Signature]
DATE 8/23/2022
DIRECTOR OF DEVELOPMENT SERVICES & PUBLIC WORKS

1. All easements on this map are for public utilities, sanitary sewers, storm sewers, storm ditches, signs and may be used for such denoted purposes to serve the property both within and without the subdivision. The City of Pelham is not responsible for the maintenance of any easements shown on this plat outside of the public right-of-way except signage, access, and drainage outfall easements.
2. Contractor and/or developer are responsible for providing building sites free of drainage problems.
3. No further subdivision of any parcel shown hereon shall be allowed without the prior approval of the Pelham Planning Commission.
4. This entire property is located in Flood Zone X as shown on the latest Federal Insurance Rate Maps (Panel Number 01117C0218E, dated February 20, 2013 AND MAP NUMBER 01117C0216E MAP REVISED DATE FEBRUARY 20, 2013
5. Maintenance of the Northwestern detention pond and all associated structures and appurtenances are the responsibility of the City of Pelham. Individual detention ponds located on site shall be the responsibility of the lot owner.
6. Any construction or encroachment in a designated flood plain must comply with the City of Pelham Flood Damage Prevention Ordinance.
7. No encroachments, including structures or fill material, shall be placed within a designated flood plain unless and until a Flood Plain Development Permit has been submitted and approved by the Floodplain Administrator. All development within a designated flood plain must comply with the City of Pelham Flood Damage prevention Ordinance.
8. The City of Pelham is not now, nor will be in the future, responsible for the maintenance of private roads or easements shown on this plat.
9. The detention facilities on Lot 1 shall be owned and maintained by the owner of Lot 1
10. All easements shown on the plat shall be 7.5 feet from the centerline of the installed utility unless otherwise shown.
11. All easements on this map are for public utilities, sanitary sewers, storm sewers, storm ditches, private television cable systems, and may be used for such purposes to serve property both within and without this subdivision (unless otherwise noted). No permanent structure or other obstruction shall be located within the limits of a dedicated easement. Builder is responsible for the drainage on each lot and in and around each building.

Sink hole note:
The subdivision shown hereon, including lots and streets, lies in an area where natural lime sinks have occurred. Lime sinks, as located and shown on the above plat, were found but not repaired, unless otherwise noted on the plat. The City of Pelham, the Pelham City Engineer, the Pelham Planning Commission and the individual members thereof, and all other agents, servants, or employees of Pelham, Alabama, make no representations whatsoever that the subdivision lots and streets are safe or suitable for residential construction, or for any other purposes whatsoever.

Authorizing the Execution of a Purchase & Sales Agreement to Convey a Portion of
Property Located Northwesterly Along Shelby County Highway 35 and the
Intersection of Shelby County Highway 52E

WHEREAS, the City of Pelham (Seller) is in negotiations with Susan Schein for the acquisition of a certain parcel or tract of land located northwesterly along County Road 35 (Oak Mountain Trail) and the intersection of County Road 52 consisting of approximately 11.03 acres lying and being in the City of Pelham, Shelby County, Alabama, being identified as Tax Map Parcel 13 6 24 1 001 020.001 and which land is described in Exhibit "A" attached hereto and made a part hereof and shown on the survey attached as Exhibit "B" (the "Seller's Property");

WHEREAS, conditioned upon the satisfaction of certain conditions precedent as set forth in the Purchase & Sales Agreement, Seller agrees to sell and convey to BT Pelham Associates, LLC (Buyer) and Buyer agrees to purchase from Seller, a portion of Seller's Property, which portion is approximately 4+/- acres as identified and shown on the Site Master Plan shown on Exhibit "C" attached hereto (being referred to herein, as the "Subject Property". The exact dimensions of the Subject Property shall be verified by Buyer, with Seller to retain the remaining portion of Seller's Property not conveyed to Buyer (collectively being referred to herein as "Seller's Retained Property");

NOW, THEREFORE, BE IT RESOLVED, in consideration of the premises, the promises and covenants hereinafter set forth, and the mutual advantages and benefits accruing hereunder, Seller hereby grants, bargains, and agrees to sell to Buyer, its successors and assigns, and Buyer hereby agrees to purchase from Seller the Subject Property for the consideration and subject to the terms and conditions set forth in the Purchase & Sales Agreement.

BE IT FURTHER RESOLVED subject to the contingencies set forth in the Purchase & Sales Agreement and this Resolution and other contingencies relating to obtaining other necessary approvals, the City Council of the City of Pelham hereby approves the execution of such Purchase & Sales Agreement and further authorizes the undertaking of all of the obligations set forth in said Purchase & Sales Agreement.

BE IT FURTHER RESOLVED by the City Council of the City of Pelham does hereby authorize the Mayor, on behalf of the city, to take all actions necessary to execute said Purchase and Sales Agreement in order to begin the process to convey, transfer to, execute and deliver and, where appropriate, cause to be filed or recorded of record, any and all documents on behalf of the City of Pelham as may be necessary or proper for the purpose of conveying, executing and delivering title from the City of Pelham to BT Pelham Associates, LLC pursuant to the terms and conditions of the Purchase & Sales Agreement in the amount of \$1,175,000.00 cash plus any and all required closing costs and related expenses.

BE IT FURTHER RESOLVED the sale of property is contingent upon the Pelham City Council declaring said portion of Seller's property as surplus and no longer need for municipal or public use through the adoption of an ordinance specifying said terms and conditions.

BE IT FURTHER RESOLVED the Purchase & Sales Agreement shall become a permanent part of this Resolution.

THEREUPON Larry Palmer, a councilmember moved and
Rick Wash, a councilmember seconded the motion that Resolution
2021-10-04-13 be given vote. The roll call vote on said motion was as follows:

Maurice Mercer Council President	<u>Yes</u>
David Coram Council Member	<u>Yes</u>
Larry Palmer Council Member	<u>Yes</u>
Rick Wash Council Member	<u>Yes</u>
Mildred Lanier Council Member	<u>Not Present</u>



20220909000350860 7/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

Resolution 2021-10-04-13 passed by majority vote of all members of the Council and the Council President declared the same passed and adopted.

ADOPTED this 4th day of October 2021.



Maurice Mercer
Maurice Mercer, President of the Council

ATTEST

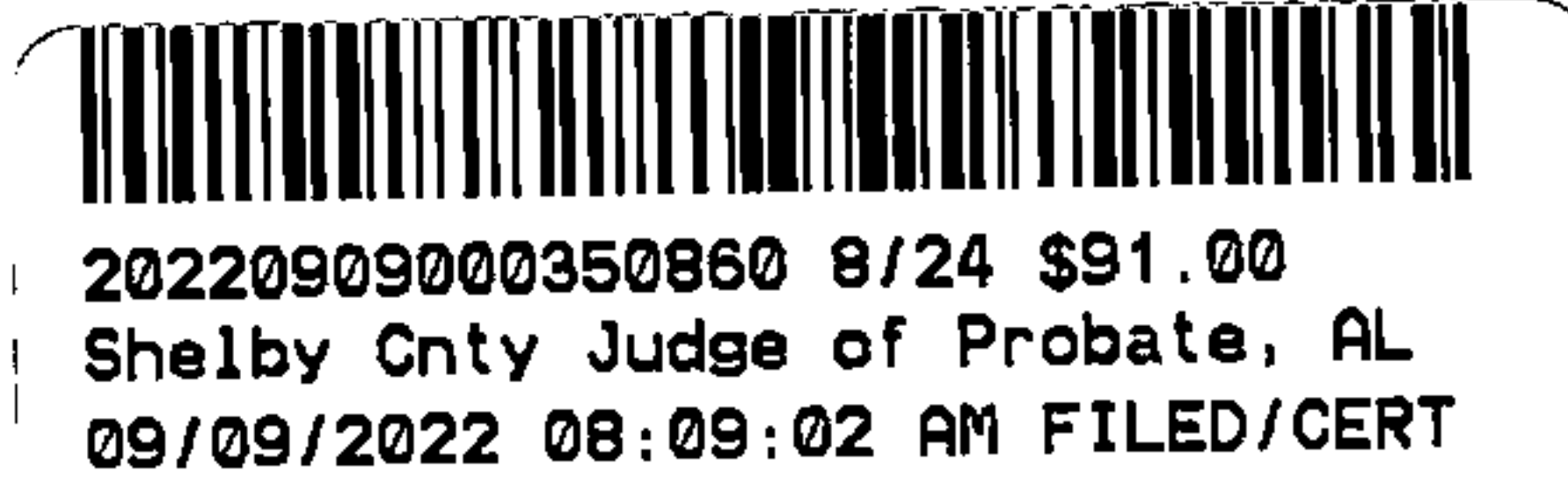
Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 4th day of October 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 4th day of October 2021.



Tom Seale, MMC, City Clerk/Treasurer



PURCHASE & SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the 4th day of October, 2021, by and between THE CITY OF PELHAM, whose address is P.O. Box 1419, Pelham, AL 35124 (hereinafter called "Seller") and BT PELHAM ASSOCIATES, LLC, a Tennessee limited liability company, whose principal address is 943 Oak Valley Lane, Nashville, TN 37220 (hereinafter called "Purchaser").

WITNESSETH:

WHEREAS, Seller is in negotiations with Susan Schein for the acquisition of a certain parcel or tract of land located northwesterly along County Road 35 (Oak Mountain Trail) and the intersection of County Road 52 consisting of approximately 11.03 acres lying and being in the City of Pelham, Shelby County, Alabama, being identified as Tax Map Parcel 13 6 24 1 001 020.001 and which land is described in Exhibit "A" attached hereto and made a part hereof and shown on the survey attached as Exhibit "B" (the "Seller's Property");

WHEREAS, conditioned upon the satisfaction of certain conditions precedent as set forth in this Agreement, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, a portion of Seller's Property, which portion is approximately 4+/- acres as identified and shown on the Site Master Plan shown on Exhibit "C" attached hereto (being referred to herein, as the "Subject Property". The exact dimensions of the Subject Property shall be verified by Purchaser, with Seller to retain the remaining portion of Seller's Property not conveyed to Purchaser (collectively being referred to herein as "Seller's Retained Property");

NOW THEREFORE, in consideration of the premises, the promises and covenants hereinafter set forth, and the mutual advantages and benefits accruing hereunder, Seller hereby grants, bargains, and agrees to sell to Purchaser, its successors and assigns, and Purchaser hereby agrees to purchase from Seller the Subject Property for the consideration and subject to the terms and conditions hereinafter set forth:

1. Consideration for Purchase. The aforesaid agreement to purchase the Subject Property is granted in consideration of the payment herewith of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) Cash, which sum, together with any additional sums paid for extensions of the Agreement is hereinafter called "Earnest Money," by Purchaser's check payable to the order of the "Title Company" (as defined in Paragraph 10(c) below) (the "Escrow Agent").

2. Purchaser's Due Diligence Period. The Purchaser shall be permitted to inspect the Subject Property to determine the Subject Property's suitability for Purchaser's development. The "Due Diligence Period" shall begin on the date this Agreement is executed by both Seller and Purchaser (the "Effective Date of Agreement") and shall extend for a period of time ending at midnight on the 175th day following the Effective Date of Agreement unless extended pursuant to the provisions of Paragraph 5 below. Provided that Purchaser is not otherwise in default of the provisions of this Agreement, the Earnest Money shall be refundable to Purchaser if Purchaser delivers to Seller, or Seller's agent, a written termination notice within the initial



20220909000350860 9/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

175-day Due Diligence Period. Otherwise, the Earnest Money becomes non-refundable to the Purchaser (other than for Seller's default) after the expiration of the initial 175-day Due Diligence Period. The Purchaser agrees to indemnify and hold Seller harmless from any damage to the Seller's Property caused by Purchaser's use of the Subject Property under the provisions of this Paragraph and Paragraph 11 below.

3. Price and Terms of Payment. The price to be paid and accepted for the Subject Property is One Million One Hundred Seventy-Five Thousand and No/100 Dollars (\$1,175,000.00) Cash. The price to be paid and accepted shall be paid by wire transfer at the closing. All Earnest Money theretofore paid shall be credited toward the price.

4. Exercise of Notice to Close. Purchaser shall give Seller written notice of intent to close the purchase of the Subject Property in the manner hereinafter provided during the term of the Due Diligence Period or any extension thereof permitted by this Agreement.

5. Renewals and Extensions. The Purchaser may extend the Due Diligence Period once for a period of thirty (30) days by written notification to Seller and deposit of an additional Five Thousand and NO/100 Dollars (\$5,000.00) Earnest Money with Escrow Agent prior to the end of the initial 175-day Due Diligence Period. In the event of such extension, immediately upon the deposit of the additional Earnest Money, the original Earnest Money shall remain non-refundable (other than for a Seller's default) and the additional Earnest Money shall become non-refundable to the Purchaser (other than for Seller's default).

6. Business Days. If any date upon which action is required under this Agreement shall be a Saturday, Sunday or Federally recognized legal holiday in the state of Tennessee or Alabama, the date for such action shall be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

7. Time and Place of Closing. The consummation of the transaction herein shall be referred to as the "Closing". The Closing shall occur on or before the thirtieth (30th) day following the completion of Site Improvements [as defined herein below in Paragraph 11(a)]. Following completion of the Site Improvements, Purchaser shall provide Seller with written notice of the proposed date of Closing which shall be during the thirty (30) day period outlined herein but not less than ten (10) days following the date of the notice. The Closing may occur through depositing executed documents and the purchase price with the Title Company referenced in Paragraph 10(c) below or otherwise as agreed to by Seller and Purchaser.

8. Closing. At the Closing:

(a) Seller shall execute and deliver to Purchaser a Statutory Warranty Deed (the "Deed") in the form generally in use in the County or Township where the Subject Property is located, conveying fee simple, merchantable title to the Subject Property, free and clear of all liens tenancies and encumbrances, except for the Permitted Encumbrances, as set out in Paragraph 10(c) below. All revenue, documentary, and/or transfer stamps or taxes, if any incident to said Deed shall be paid by Purchaser.

(b) Purchaser shall deliver to Seller a wire transfer for the amount of the purchase price less all Earnest Money paid and subject to the adjustments specified in this Agreement.

(c) Real estate taxes, utilities (if any), rents (if any), shall be pro-rated between Seller and Purchaser to the date of Closing. Seller, at Seller's expense agrees to subdivide the Seller's Property to create a separate lot and separate tax parcel for the Subject Property pursuant to a fully approved subdivision plat to be recorded prior to Closing. As part of subdividing the property as outlined herein, Seller shall provide Purchaser a copy and a survey of the Subject Property.

9. Conditions to Purchaser's Obligations. Purchaser's obligations hereunder are subject to the following conditions:

(a) Seller's compliance with all of Seller's obligations contained in this Agreement.

(b) Purchaser's satisfaction with Purchaser's Due Diligence investigation of the Property during the Due Diligence Period. Unless Seller receives written notice from Purchaser prior to the expiration of the Due Diligence Period that Purchaser has elected to terminate the Agreement, or as otherwise provided by this Agreement, Purchaser shall have waived any right to terminate the Agreement except due to Seller's default.

(c) all of the following events having occurred on or before the dates below (or such extended date as Seller and Purchaser may agree to in writing):

(i) Seller having purchased the Seller's Property on or before October 22, 2021;

(ii) Completion of the Purchaser's Site Improvements (as defined herein below in Paragraph 11(a) no later than ten (10) months from the Seller's closing date on Seller's Property (or such extended date as Seller and Purchaser may agree to in writing).

(d) If the conditions set forth in Paragraph 10(c) or 10(d) have not been satisfied, waived or performed on or as of the date set forth for satisfaction of the applicable condition, then Purchaser shall have the right, in addition to any other rights or remedies contained in this Agreement, at Purchaser's option, to terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event any Deposits will be returned to Purchaser and all rights and obligations of the parties under this Agreement shall expire.

10. Other Covenants and Conditions. It is further understood and agreed as follows:

(a) Purchaser's obligations hereunder are subject to conditions precedent below which must have been met or expressly waived in writing by Purchaser on or before the expiration of the Due Diligence Period or such earlier date as may be indicated.

(i) Purchaser obtaining zoning approval satisfactory to Purchaser, from all the appropriate zoning, planning, development and/or governmental bodies having jurisdiction over the zoning, planning, development and/or regulation of the project, including specifically a variance of the city of Pelham's parking requirement (set forth in Paragraph 10(g) below) and all necessary plat approvals, permits, and licenses necessary to develop the Subject Property for retail use as contemplated by Purchaser. Seller will

cooperate with Purchaser in obtaining any required approvals and to subdivide the Subject Property as noted above and to have the Subject Property rezoned from B2 to M1 to allow for Purchaser's intended use as a Tractor Supply Company store and consistent with the Site Plan attached as Exhibit "C". The Site Plan submitted to Seller will include the location and design of the outside propane tank refilling facility.

- (ii) Purchaser's ability to receive utility services, including but not limited to, water, sewer, electric, gas and telephone without expense to Purchaser other than standard tap fees.
- (iii) Purchaser's obtaining engineering, wetlands, environmental reports, soils tests and planning feasibility studies which, in Purchaser's sole discretion, are satisfactory to enable Purchaser to develop the Subject Property for Purchaser's intended retail purpose in a manner Purchaser deems economically feasible.
- (iv) Purchaser's obtaining final site approval and an executed lease from Tractor Supply Company, a Delaware corporation (hereinafter referred to as "Tenant") satisfactory to Purchaser after the execution of this Agreement by Seller.

(b) Seller represents that all city/county utilities are (or will be by closing) installed to the Subject Property (i.e., sewer, water, gas, electricity) by Seller, at Seller's expense, and in sufficient capacity for Purchaser's intended use. Purchaser shall be responsible for extending any and all utilities from the property line of the Subject Property to Purchaser's structure(s) located thereupon.

(c) Purchaser shall pay the cost of the premium of title insurance. Said title insurance shall be obtained by Purchaser from the Atlanta office of Fidelity National Title Group ("Title Company"). The title commitment to be obtained by Purchaser shall be requested by Purchaser within ten (10) days following the Date of this Agreement and shall reflect all Encumbrances as to the Subject Property. For purposes of this Agreement, the term "Encumbrances" shall mean any mortgages, liens, claims, options, leases, encumbrances, encroachments, rights of way easements, covenants, restrictions and other defects of title or legal discrepancies. At Closing, Seller shall be obligated to discharge any monetary liens or mortgages against the Subject Property caused by Seller that can be paid from the purchase price. Purchaser shall notify Seller of Purchaser's objection to any other Encumbrances prior to the expiration of the Due Diligence Period. If Purchaser fails to notify Seller of its objection to any other Encumbrances during said period, then such Encumbrances shall become "Permitted Encumbrances" (as defined below). If Purchaser notifies Seller of its objection to any other Encumbrances during said period, Seller shall have five (5) business days thereafter in which to notify Purchaser of Seller's desire to remove the objectionable Encumbrances by Closing. If Seller notifies Purchaser within such period that Seller will not remove such objectionable Encumbrances by Closing, Purchaser may terminate this Agreement within three (3) business days thereafter and receive back the initial Earnest Money deposited hereunder or may waive such objections to title and close. If Seller notifies Purchaser within such period that Seller will remove objectionable Encumbrances, then prior to or at the Closing, Seller shall cause all objected to Encumbrances on the Subject Property other than the Permitted Encumbrances (defined below), to be duly cancelled, removed

and discharged of record. If Seller fails to timely respond to Purchaser's notice of objectionable Encumbrances, then Seller shall be deemed to have not agreed to remove such objectionable Encumbrances and Purchaser may terminate this Agreement and receive back the initial Earnest Money deposited hereunder within three (3) business days following the date that Seller's response was due. As used herein, the term "Permitted Encumbrances" shall mean only those Encumbrances which have not been properly objected to by Purchaser or which Seller will not remove from the title commitment.

(d) Seller represents and warrants, which representation and warranty shall survive the Closing for a period of six (6) months, that to the actual knowledge of Seller (without due inquiry or investigation) there are no hazardous materials or wastes, as those terms are now or hereafter defined under applicable federal, state and/or local laws, ordinances and regulations, stored or located in, on or under the Subject Property, nor has the Subject Property ever been used for manufacturing, storage or other purposes in which hazardous materials or wastes were involved.

(e) Seller hereby agrees to provide a foreign investment in real property tax act affidavit ("FIRPTA") at Closing and hereby represents, warrants and covenants that the EIN of Seller set forth in the FIRPTA will be true and correct. Seller hereby agrees to indemnify, defend and hold Purchaser harmless from any loss, costs, expenses and damages, including reasonable attorneys' fees which it may incur if said number is inaccurate.

(f) During the Due Diligence Period, Seller and Purchaser will agree in writing to the terms of a restrictive covenant consistent with the provisions of this Paragraph 10(f) that will be recorded (at Purchaser's expense) in the property records on the day of Closing against the Seller's Retained Property. Seller covenants and agrees that no portion of Seller's Retained Property shall be sold, leased, rented, occupied, or allowed to be sold, leased, rented or occupied by a business operated for the purpose of selling or offering for sale the following items (collectively, the "**Restricted Products**"):

- (i) tractor and equipment repair and maintenance supplies;
- (ii) farm fencing;
- (iii) livestock gates;
- (iv) livestock feeding systems;
- (v) animal feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock);
- (vi) western wear and boots;
- (vii) outdoor work wear (similar to and specifically including Carhartt products) and boots;
- (viii) horse and rider tack and equipment;
- (ix) bird feed, housing and related products except for a Birds Unlimited retail store;
- (x) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters);
- (xi) hardware, if the sale of hardware constitutes 25% or more of their sales or merchandising area;
- (xii) power tools;

- (xiii) welders and welding supplies;
- (xiv) open and closed trailers;
- (xv) 3-point equipment;
- (xvi) tractors;
- (xvii) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections);
- (xviii) hay and forage;
- (xix) bulk propane and welding gas;
- (xx) pedal boats and motorized vehicles (including ATVs, mini-bikes, dirt bikes, scooters and UTVs),
- (xxi) pet grooming and washing services, and
- (xxii) pet veterinary care clinics.

Seller further covenants and agrees that no portion of Seller's Retained Property shall be used as a fulfillment center for selling, offering for sale, receiving, storing, retrieving or distributing the Restricted Products ordered, purchased or sold through intra-store sales or online, catalog, or digitally-generated means, and such prohibition includes, without limitation, the use of lockers, lock-boxes and other systems associated with any "buy-online-pick-up-in-store," "click and collect" or similar concept (the "Online Retail Restriction").

Notwithstanding the foregoing, Restricted Products may be sold or offered for sale as an incidental part of the principal business conducted on any developed portion of Seller's Retained Property so long as the total number of square feet devoted to the display for sale of Restricted Products on any developed portion of Seller's Retained Property does not exceed five percent (5%) of the total number of square feet of space used for merchandise display on such developed portion of Seller's Retained Property.

The foregoing restrictions against the sale of Restricted Products shall also terminate and be of no further force and effect at such time as the Lease between Purchaser and Purchaser's Tenant (including any renewal or replacement thereof) shall expire or otherwise be terminated such that Purchaser's Tenant or its successors and assigns no longer have the right to occupy the Subject Property or to use the Subject Property for the purpose of selling the Restricted Products.

(g) Intentionally deleted.

(h) Prior to the Closing Date as contained in Paragraph 9.(c)(i), the parties shall work together to create a Development Timeline for the completion of site development and construction of the proposed building. The Development Timeline shall be incorporated into the terms of this Agreement by attachment thereto as an exhibit upon satisfactory completion of said Development Timeline, with said completion being reduced to writing by both parties.

11. Seller's Obligations

(a) On or before, ten months (10) from the date of Seller's closing on Seller's Property, Seller, at Seller's expense, shall complete such work (hereinafter "Site Improvements") as is required to deliver the Subject Property to Purchaser as a "pad ready" site with minimum 95% suitable soil compaction. Pad dimensions shall be based on site plan prepared by Purchaser's Engineer. Final pad elevation shall be based on available on site fill material and the Seller's comprehensive site plan. Seller agrees to construct pad under building footprint to within eight (8) inches of the building's finished floor elevation. Said pad ready delivery is to include access

from Oak Mountain Trail. Suitable soil compaction shall be verified by a geotechnical report satisfactory to Purchaser to be obtained by Seller and furnished to Purchaser. Seller shall also deliver evidence to the Purchaser and the title company that all work has been paid for in order to allow the title company to issue an endorsement insuring Purchaser and Purchaser's Lender against mechanics and materialmen's liens. If Seller has not commenced the Purchaser's Site Improvement by May 31, 2022 and thereafter maintained satisfactory construction progress to complete the Purchaser's Site Improvement work by a date ten (10) months from the date of Seller's closing on Seller's Property, Purchaser shall have the right to immediately purchase the Subject Property for the agreed-upon sales price in Paragraph 3 hereinabove, less a delay penalty in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) for a revised Price of One Million Seventy-Five Thousand and no/100 Dollars (\$1,075,000.00), and Purchaser shall assume responsibility for completion of the work to be performed by Seller on the Subject Property.

(b) Seller and Purchaser agree it may be beneficial or necessary to share access to County Road 35 (Oak Mountain Trail) for ingress and egress for the respective parcels. Seller shall be responsible, at Seller's sole expense, for the initial construction of the Access Driveway (approximately 24-foot pavement width) off County Road 35 (Oak Mountain Trail) through the establishment of a Public Right of Way providing access to Purchasers property and the remainder of the Sellers property.

12. Failure to Close or Observe Terms of Agreement.

(a) In the event of Purchaser's default under the terms of this Agreement, Seller shall be entitled to retain all Earnest Money paid hereunder in full satisfaction of any and all claims which Seller might have arising in any manner whatsoever out of this transaction, it being understood that in no event shall Purchaser's liability for failure to close be in excess of the Earnest Money paid hereunder.

(b) In the event Seller shall fail or refuse to close the purchase of the Subject Property in accordance with the terms of this Agreement, or shall otherwise fail or refuse to observe and keep the terms of this Agreement, Purchaser shall have the right (i) to elect to declare this Agreement canceled, in which event all Earnest Money paid hereunder shall be refunded by Seller to Purchaser forthwith and Seller shall reimburse Purchaser for all actual costs and expenses incurred by Purchaser in connection with the transaction contemplated by this Agreement verified by invoices or other supporting documentation, or (ii) to elect to affirm this Agreement and enforce its specific performance. Notwithstanding the foregoing, if Purchaser elects to pursue specific performance of Seller's obligations under this Agreement pursuant to the provisions of this Paragraph 10(b) but specific performance cannot be granted as a judicial remedy due to Seller having conveyed the Subject Property to a third party while this Agreement is still in effect, then Seller shall be liable for and agrees to pay all actual damages, costs and expenses incurred by Purchaser arising out of or in connection with or resulting from the intentional refusal of Seller to close the purchase and observe and keep the terms of this Agreement as aforesaid, including without limitation reasonable attorneys' fees.

13. Use of Subject Property During the Purchase and Sale Agreement Period. During the terms of this Agreement, or any extension thereof and at all times after its exercise, Purchaser shall have the right to go upon the Subject Property for the purpose of making non-invasive

engineering studies, surveys, and sub-surface inspections including geotech soil boring, provided, however, in the exercise of the rights herein given, Purchaser shall not unreasonably interfere with the use by Seller of the Subject Property, if same is being used, and further provided that Purchaser will at its expense repair any damage caused by its activities on the Subject Property and hold Seller harmless from any damage to the Subject Property caused by Purchaser.

14. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

15. Notices. Any notice by either party hereto shall be in writing and shall be sent by Federal Express (or other nationally recognized carrier), postage prepaid, addressed to the party being notified at the address which a party may from time to time hereinafter designate to the other in writing and shall be deemed to be given as of the date that is one business day following the date deposited. Notice addresses are as follows:

SELLER:

Gretchen DiFante
City of Pelham
P.O. Box 1419
Pelham, AL 35124
Phone: (205) 620-6520
E-Mail: gdifante@pelhamalabama.gov

COPY TO:

Joshua D. Arnold
WALLACE / ELLIS
P. O. Box 587
Columbiana, AL 35051
Phone: (205) 669-6783
E-Mail: jarnold@wefhlaw.com

PURCHASER:

N. Brad Thomason
BT Pelham Associates, LLC
943 Oak Valley Lane
Nashville, Tennessee 37220
Mobile: (615) 604-3109
E-Mail: nbradthomason@gmail.com

COPY TO:

Sam D. Hodges, III, Esquire
Grissim and Hodges
323 Union Street, 4th Floor
Nashville, Tennessee 37201
Phone: (615) 255-7496
Direct Line: (615) 345-7002
Fax: (615) 726-3014
E-Mail: shodges@grissimhodges.com

16. Effective Date of Agreement. The effective date of this Agreement shall be the last date this Agreement has been executed by both Seller and Purchaser.

17. Brokers. Purchaser and Seller represent and warrant to each other that no other broker or agent is entitled to a real estate commission in connection with this sale. Purchaser shall be responsible for and shall pay any real estate commission which may be payable as a result of any agreement of Purchaser with any other broker, agent, or finder and shall indemnify and hold Seller harmless from and against all claims, damages, and causes of action resulting therefrom. Likewise, Seller shall be responsible for and shall pay any real estate commission which may be payable as a result of any agreement of Seller with any other broker, agent, or finder and shall indemnify and hold Purchaser harmless from and against all claims, damages and causes of action resulting therefrom.



20220909000350860 16/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

18. Possession. Possession of the Subject Property shall be given to Purchaser at Closing.

19. Survival of Terms. Any portion of this Agreement not otherwise consummated at closing shall survive the closing of this transaction as a continuing agreement by and between the parties.

20. Entire Agreement. This Agreement contains the entire understanding by and between the parties and supersedes any prior understandings and agreements among them (either oral or written) respecting the subject matter of this Agreement.

21. Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed but one instrument. Evidence of a party's signature may be given or received by facsimile.

This Agreement shall be governed by the laws of the State of Alabama.

[SIGNATURE PAGE TO FOLLOW]

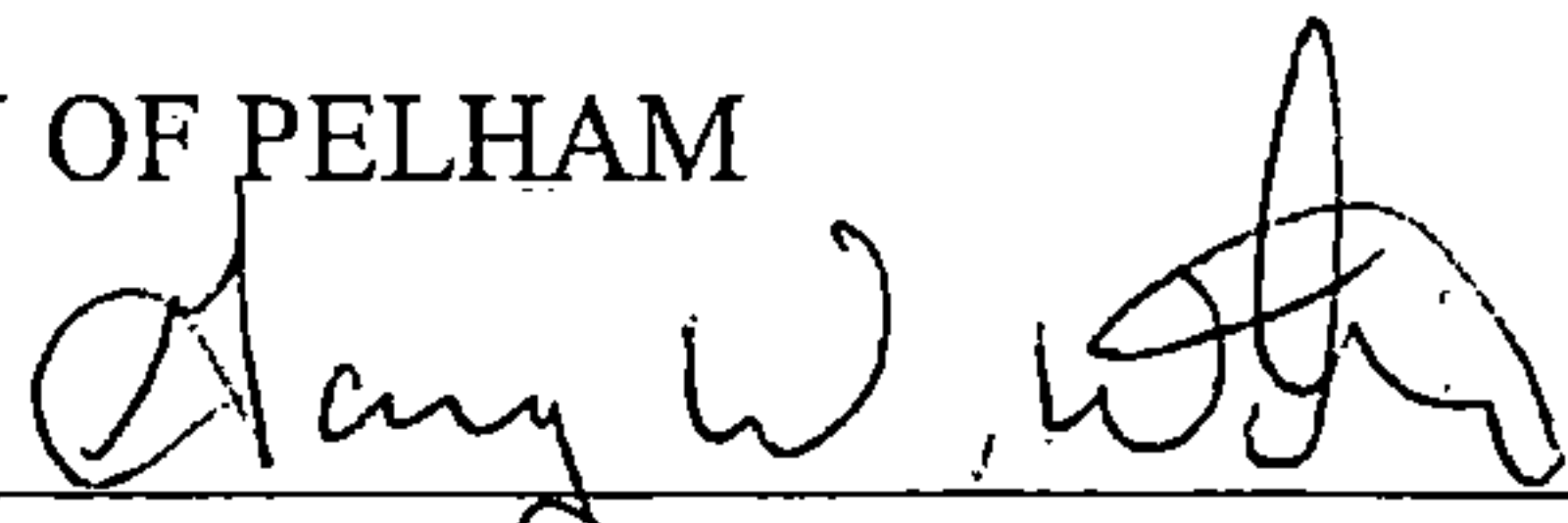


20220909000350860 17/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year noted below their signatures.

SELLER:

CITY OF PELHAM

By: 

Print Name: Gary W. Waters

Title: Mayor

Date: October 4, 2021

PURCHASER:

BT PELHAM ASSOCIATES, LLC
a Tennessee limited liability company

By: _____
N. Brad Thomason, Manager

Date: _____

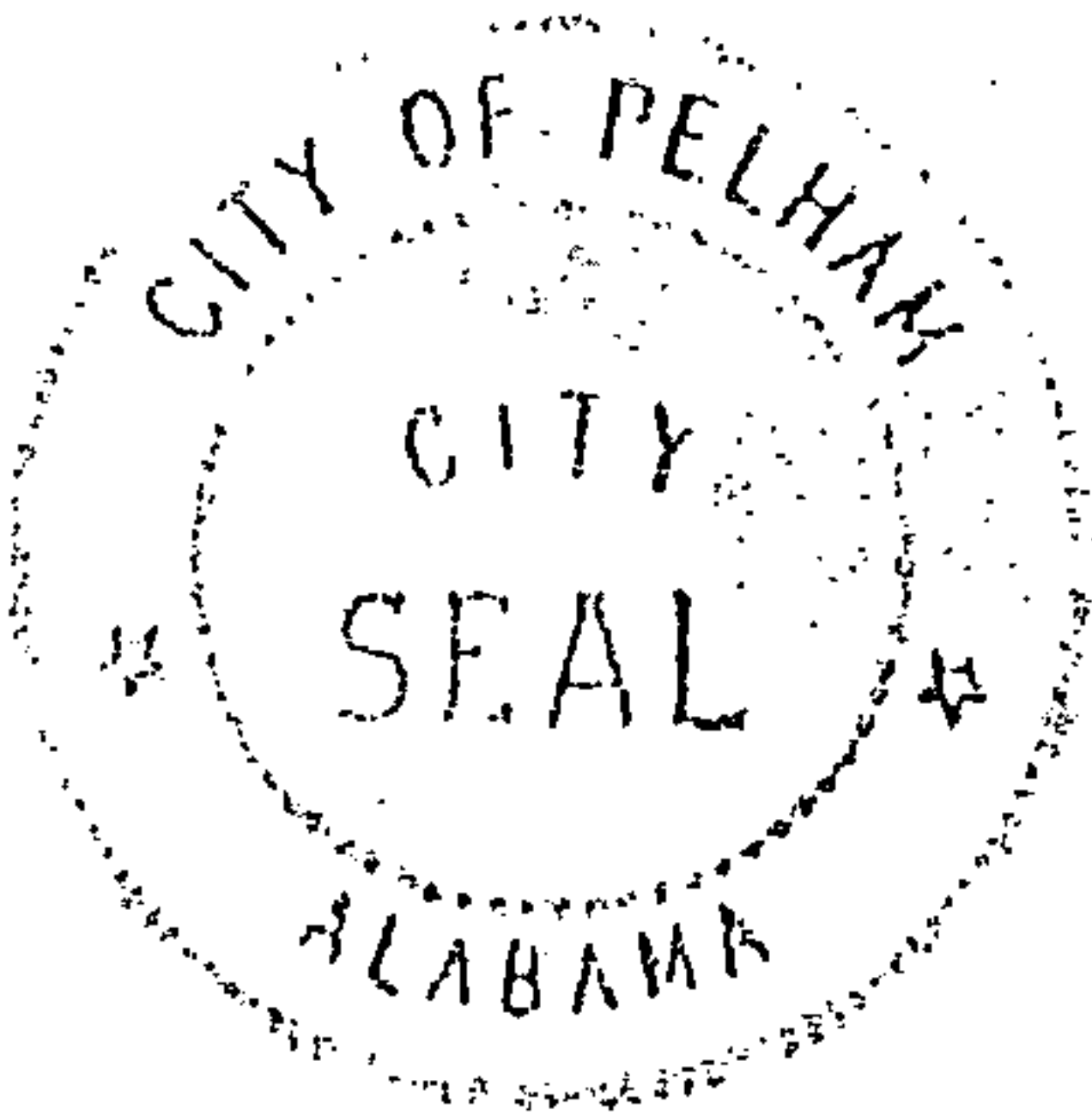


Exhibit "A"

20220909000350860 18/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

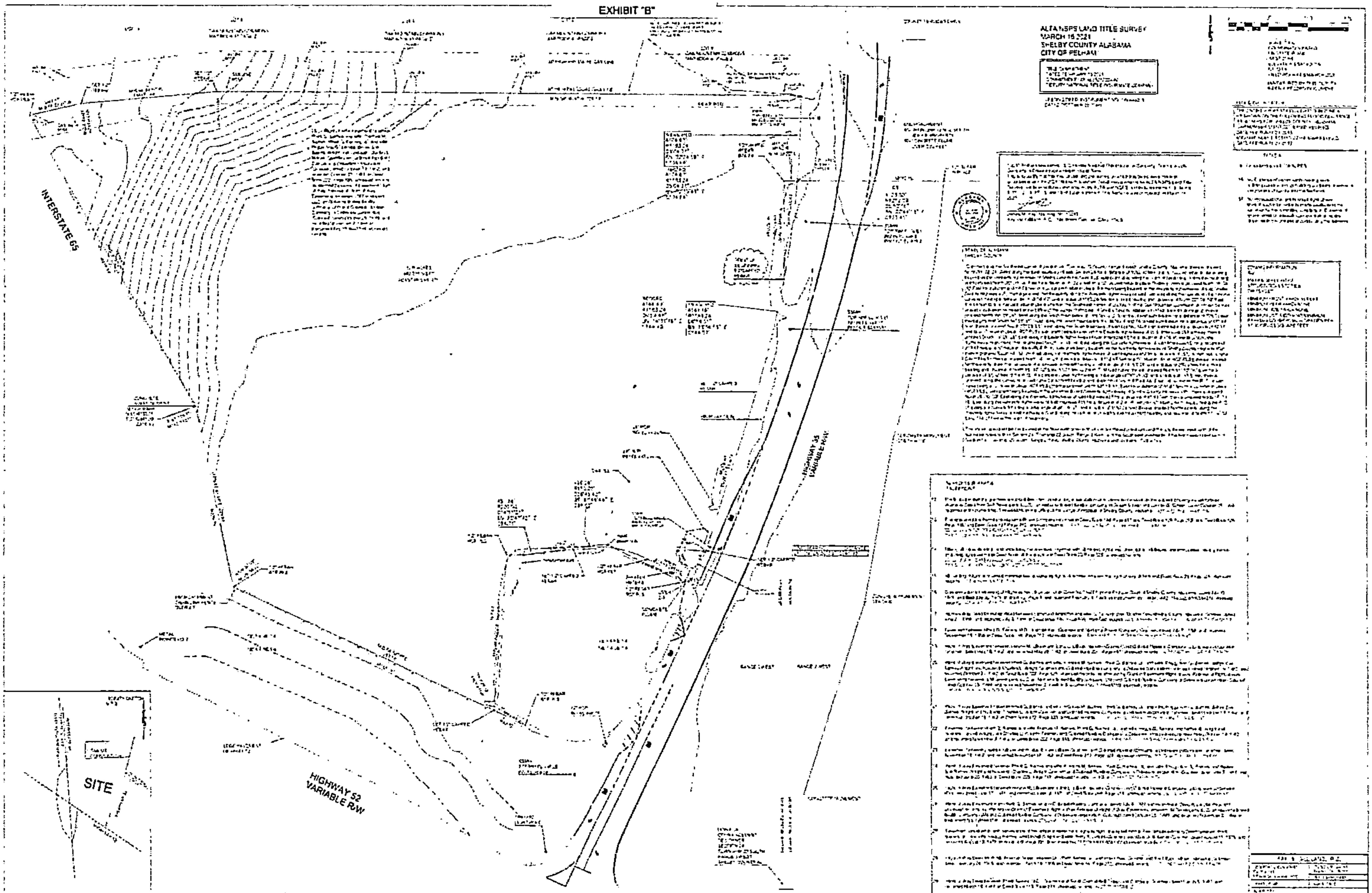
STATE OF ALABAMA
SHELBY COUNTY

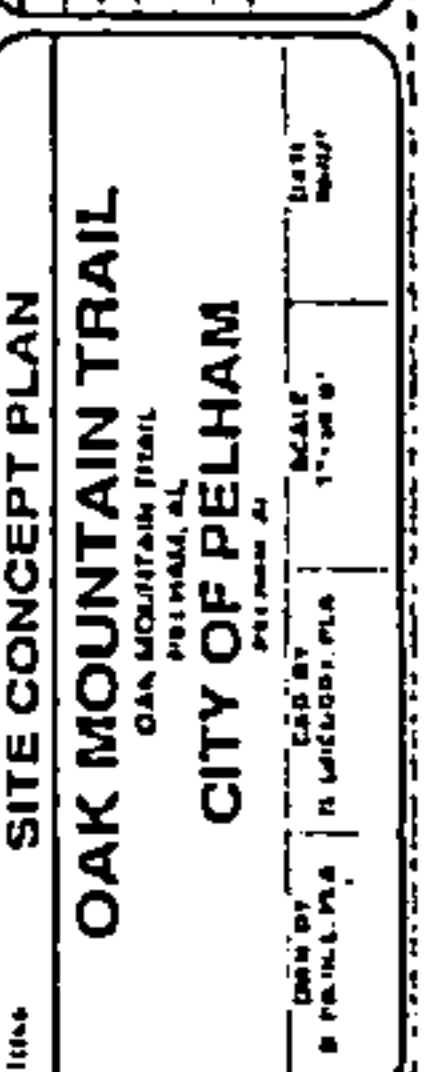
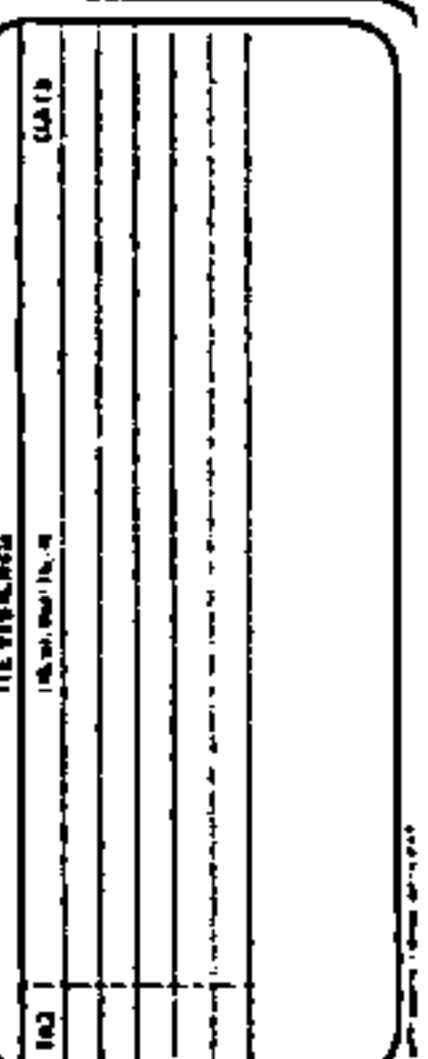
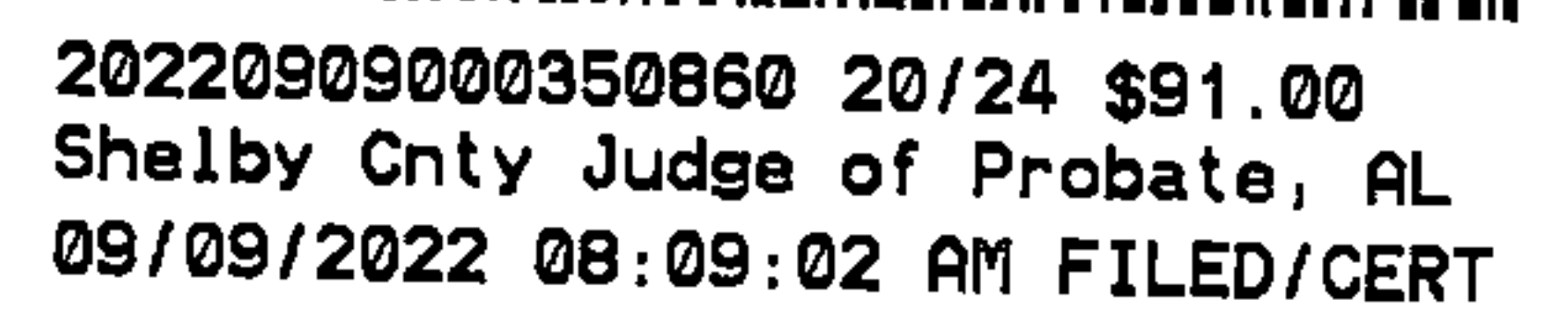
Commence at the Southeast corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence proceed North 00° 02' 21" West along the East boundary of said Section 24 for a distance of 3092.90 feet to a ½" capped rebar in place being located on the Westerly right-of-way of Shelby County Highway #35, said point also being the point of beginning. From this beginning point proceed North 00° 00' 34" East for a distance of 122.0 feet to a ½" capped rebar in place (Bailey); thence proceed North 88° 58' 20" East for a distance of 16.78 feet to a ½" capped rebar in place (Farmer) being located on the Westerly right-of-way of said Shelby County Highway #35; thence proceed Northeasterly along the Westerly right-of-way of said road and along the curvature of a concave curve left having a delta angle of 05° 04' 07" and a radius of 1183.24 feet for a chord bearing and distance of North 02° 24' 59" East, 104.64 feet to a ½" capped rebar in place which is the Southeast corner of Lot No. 1 of the Oak Mountain Commons as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 41 at Page 2; thence proceed North 89° 39' 26" West along the South boundaries of Lots No. 1, 2, 3, and 4 of said subdivision for a distance of 728.73 feet; thence proceed South 84° 59' 51" West along the South boundaries of Lots No. 4 and 14 of said subdivision for a distance of 171.49 feet; thence proceed South 77° 23' 01" West along the South boundary of said Lot No. 14 of said subdivision for a distance of 67.57 feet to a ½" rebar in place (RCF PLS), said point being located on the Easterly right-of-way of U. S. Interstate 65 Highway; thence proceed South 30° 26' 26" East along the Easterly right-of-way of said Interstate 65 for a distance of 416.40 feet to a concrete right-of-way monument; thence proceed South 11° 46' 48" East along the Easterly right-of-way of said Interstate 65 for a distance of 229.87 feet to a ½" rebar in place (RCF PLS), said point being located on the Northerly right-of-way of Shelby County Highway #52; thence proceed South 64° 52' 26" East along the Northerly right-of-way of said Highway #52 for a distance of 357.18 feet (set ½" rebar CA-0114-LS); thence proceed North 04° 56' 29" East for a distance of 192.67 feet to a ½" rebar in place (RCF PLS); thence proceed Northeasterly along the curvature of a concave curve left having a delta angle of 14° 51' 21" and a radius of 200.0 feet for a chord bearing and distance of North 85° 47' 42" East, 51.71 feet to the P. T. of said curve; thence proceed North 81° 50' 38" East for a distance of 31.02 feet to the P. C. of a concave curve right having a delta angle of 36° 45' 42" and a radius of 150.0 feet; thence proceed along the curvature of said curve for a chord bearing and distance of South 81° 48' 44" East, 94.60 feet to the P. T. of said curve being a ½" rebar in place (RCF PLS); thence proceed South 63° 39' 51" East for a distance of 59.81 feet to a ½" rebar in place (RCF PLS), said point being located on the aforementioned Westerly right-of-way of Shelby County Highway #35; thence proceed North 26° 30' 30" East along the Westerly right-of-way of said Highway #35 for a distance of 41.93 feet; thence proceed North 17° 53' 16" East along the Westerly right-of-way of said Highway #35 for a distance of 206.98 feet (set ½" rebar CA-0114-LS), being the P. C. of a concave curve left having a delta angle of 06° 58' 51" and a radius of 1183.24 feet; thence proceed Northeasterly along the Westerly right-of-way of said Highway #35 and along the curvature of said curve for a chord bearing and distance of North 13° 56' 53" East, 144.07 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Northeast one-fourth of Section 24, Township 20 South, Range 3 West and the Southwest one-fourth of the Northwest one-fourth of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama and contains 11.08 acres.



20220909000350860 19/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT





PRELIMINARY
NOT FOR
CONSTRUCTION
RECORDING
PURPOSES OR
IMPLEMENTATION

110
21-0081

AN ORDINANCE OF THE CITY OF PELHAM, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF PELHAM, ALABAMA, BE AMENDED BY ADDING A SECTION TO BE NUMBERED 135-239 PROVIDING THE FOLLOWING AMENDMENT TO THE ZONING ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PELHAM, ALABAMA AS FOLLOWS:

SECTION ONE: The rezoning of property located at the intersection of Shelby County Highways 52E and 35 changing the present zoning to B-2 (General Business District) to M-1 (Light Industrial District)

Applicant(s): BT Pelham Associates, LLC, 943 Oak Valley Lane, Nashville, Tennessee 37220

Name of Legal Owner(s): Susan Schein, 1406 Sutherland Place, Homewood, Alabama 35209

Legal Description: Exhibit A

This rezoning is subject to the following conditions:

1. Exhibit B showing the site layout and elevations.
2. Should the business approved for this rezoning cease to operate, then the rezoning shall be null and void, and the property shall revert to its prior zoning classification of B-2 (General Business District).

SECTION TWO: The conditional rezoning prohibits the following:

1. Industrial parks in accordance with the requirements of the detailed use regulations set forth in Article XXV, section 7.
2. Contractor's or construction dealer's yard.
4. Grain and feed storage.
5. Heating fuel or building material storage or wholesaling, provided that the materials shall not be extracted or processed on the premises.
6. Lumber yard, not to include the processing of raw materials.
7. Radio or television broadcasting studio or station. However, broadcasting towers or wireless communications facilities, shall only be allowed as a special exception use as provided in section 3 of this article, and shall also be in accordance with the requirements for specific uses set forth in Ordinance No. 374-2, or the most current revision thereof.
8. Mobile home sales, provided all parking areas and all maneuvering areas shall be properly prepared using bituminous or concrete paving, in accordance with the requirements set forth in Article XXIV, section 14, each business to be located in permanent building.
9. Motor Home Sales, in accordance with the requirements set forth in Article XXV, section 11, motor vehicle sales lots.
10. Truck and bus terminal, provided all parking areas and all maneuvering areas shall be properly prepared using bituminous or concrete paving.
11. Heavy truck sales and rental, provided all parking areas and all maneuvering areas shall be properly prepared using bituminous or concrete paving.
12. Heavy equipment sales and rental, provided all parking areas and all maneuvering areas shall be properly prepared using bituminous or concrete paving.
13. Major vehicle, farm implement, or trailer repair or servicing, with damaged or inoperable items to be screened in a separate paved lot with a bituminous or concrete surface, all in accordance with the requirements of the detailed use regulations set forth in Article XXV, section 13.
14. Assembly of parts for production of finished equipment.

- 15. Railroad installation.
- 16. Warehouse.
- 17. Bottling plant or dairy.
- 18. Manufacturing, fabricating, processing, or assembling uses which do not create any danger to health or safety in surrounding area, and which do not create any objectionable noise, vibrations, smoke, dust, odor, heat, glare, or pollutants, such as the following:
 - a. Boats (less than five tons).
 - b. Bolts, nuts, screws, washers, rivets, nails, brads, spikes, staples, tacks and similar items.
 - c. Clothing.
 - d. Food.
 - e. Pharmaceutical.
 - f. Furniture and wood products.
 - g. Glass products, but not including glass manufacture.
 - h. Hand tool and hardware products.
 - i. Ice.
 - j. Musical instruments, games or toys.
 - k. Office machines.
 - l. Plastic products, not including processing of raw materials.
 - m. Plating or silverware or utensils.
 - n. Signs.
 - o. Sporting goods.
 - p. Other similar uses.

SECTION THREE: All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

SECTION FOUR: This ordinance shall become effective upon its passage and publication or posting as required by law.

THEREUPON Rick Wash, a councilmember moved and David Coram, a councilmember seconded the motion that Ordinance No. 135-239 be given vote. The roll call vote on said motion was as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Councilmember	<u>Yes</u>
Larry Palmer, Councilmember	<u>Yes</u>
Rick Wash, Councilmember	<u>Yes</u>
Mildred Lanier, Councilmember	<u>Not Present</u>

Ordinance No. 135-239 passed by majority vote of the Council and the Council President declared the same passed and adopted.

ADOPTED this 4th day of October 2021.

Maurice Mercer
Maurice Mercer, Council President

David Coram
David Coram, Councilmember

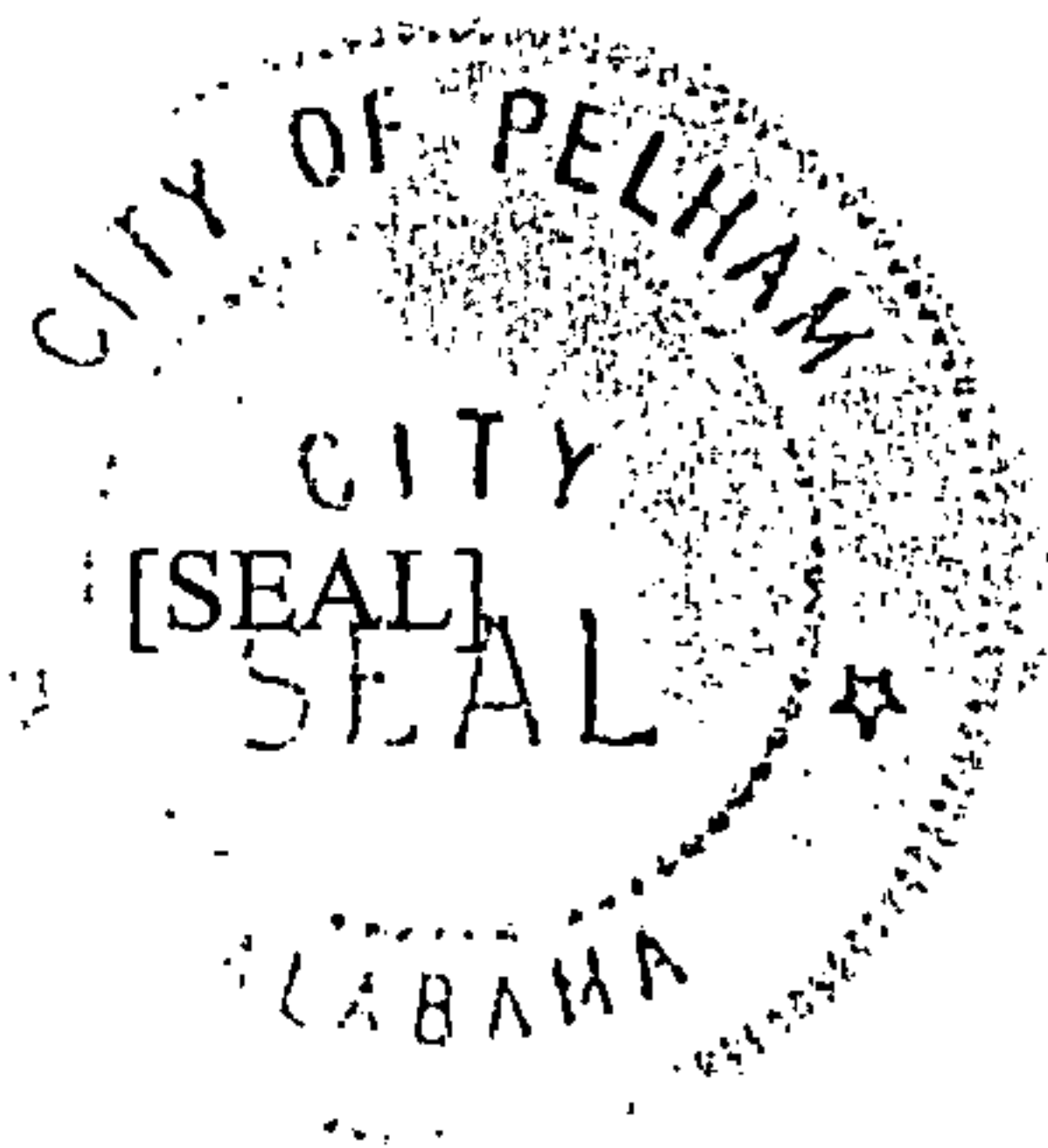


20220909000350860 23/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

Larry Palmer, Councilmember

Rick Wash, Councilmember

Mildred Lanier, Councilmember



ATTEST

Tom Seale, MMC, City Clerk/Treasurer

APPROVED:

Gary W. Waters, Mayor

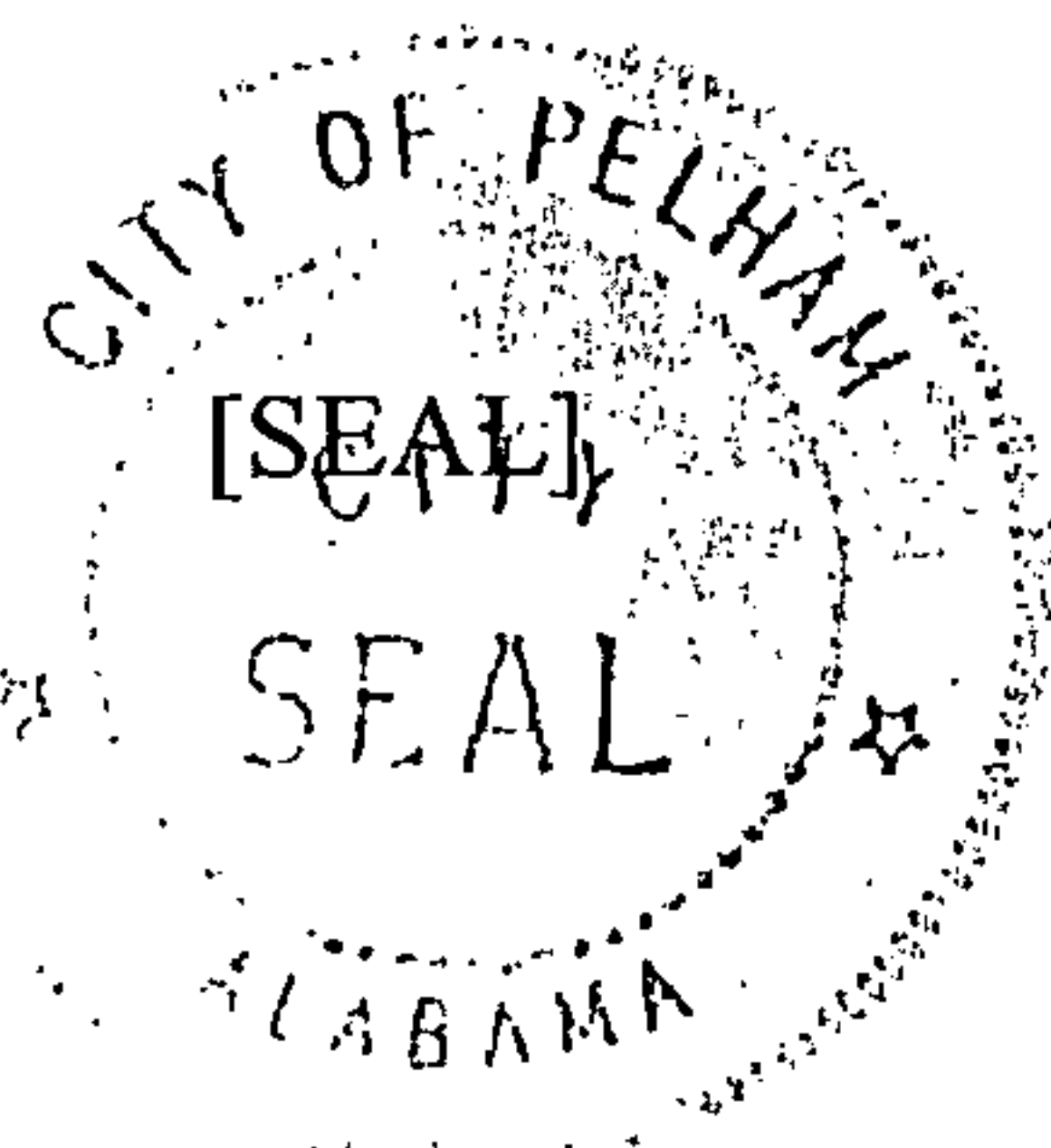
10/4/2021

Date

POSTING AFFIDAVIT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing ORDINANCE No. 135-239 was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at a regular meeting of such Council held on the 4th day of October 2021 and duly published by posting an exact copy thereof on the 5th day of October 2021 at four public places within the city, including the Mayor's Office at City Hall, City Park, Water Works and Library, and at www.pelhamalabama.gov. I further certify that said ordinance is on file in the Office of the City Clerk/Treasurer and a copy of the full ordinance may be obtained from the Office of the City Clerk/Treasurer during normal business hours.

Tom Seale, MMC, City Clerk/Treasurer





20220909000350860 24/24 \$91.00
Shelby Cnty Judge of Probate, AL
09/09/2022 08:09:02 AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION

STATE OF ALABAMA
SHELBY COUNTY

Commence at the Southeast corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence proceed North 00° 02' 21" West along the East boundary of said Section 24 for a distance of 3092.90 feet to a ½" capped rebar in place being located on the Westerly right-of-way of Shelby County Highway #35, said point also being the point of beginning. From this beginning point proceed North 00° 00' 34" East for a distance of 122.0 feet to a ½" capped rebar in place (Bailey); thence proceed North 88° 58' 20" East for a distance of 16.78 feet to a ½" capped rebar in place (Farmer) being located on the Westerly right-of-way of said Shelby County Highway #35; thence proceed Northeasterly along the Westerly right-of-way of said road and along the curvature of a concave curve left having a delta angle of 05° 04' 07" and a radius of 1183.24 feet for a chord bearing and distance of North 02° 24' 59" East, 104.64 feet to a ½" capped rebar in place which is the Southeast corner of Lot No. 1 of the Oak Mountain Commons as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 41 at Page 2; thence proceed North 89° 39' 26" West along the South boundaries of Lots No. 1, 2, 3, and 4 of said subdivision for a distance of 728.73 feet; thence proceed South 84° 59' 51" West along the South boundaries of Lots No. 4 and 14 of said subdivision for a distance of 171.49 feet; thence proceed South 77° 23' 01" West along the South boundary of said Lot No. 14 of said subdivision for a distance of 67.57 feet to a ½" rebar in place (RCF PLS), said point being located on the Easterly right-of-way of U. S. Interstate 65 Highway; thence proceed South 30° 26' 28" East along the Easterly right-of-way of said Interstate 65 for a distance of 416.40 feet to a concrete right-of-way monument; thence proceed South 11° 46' 48" East along the Easterly right-of-way of said Interstate 65 for a distance of 229.87 feet to a ½" rebar in place (RCF PLS), said point being located on the Northerly right-of-way of Shelby County Highway #52; thence proceed South 64° 52' 26" East along the Northerly right-of-way of said Highway #52 for a distance of 357.18 feet (set ½" rebar CA-0114-LS); thence proceed North 04° 56' 29" East for a distance of 192.67 feet to a ½" rebar in place (RCF PLS); thence proceed Northeasterly along the curvature of a concave curve left having a delta angle of 14° 51' 21" and a radius of 200.0 feet for a chord bearing and distance of North 85° 47' 42" East, 51.71 feet to the P. T. of said curve; thence proceed North 81° 50' 38" East for a distance of 31.02 feet to the P. C. of a concave curve right having a delta angle of 36° 45' 42" and a radius of 150.0 feet; thence proceed along the curvature of said curve for a chord bearing and distance of South 81° 48' 44" East, 94.60 feet to the P. T. of said curve being a ½" rebar in place (RCF PLS); thence proceed South 63° 39' 51" East for a distance of 59.81 feet to a ½" rebar in place (RCF PLS), said point being located on the aforementioned Westerly right-of-way of Shelby County Highway #35; thence proceed North 26° 30' 30" East along the Westerly right-of-way of said Highway #35 for a distance of 41.93 feet; thence proceed North 17° 53' 16" East along the Westerly right-of-way of said Highway #35 for a distance of 206.98 feet (set ½" rebar CA-0114-LS), being the P. C. of a concave curve left having a delta angle of 06° 58' 51" and a radius of 1183.24 feet; thence proceed Northeasterly along the Westerly right-of-way of said Highway #35 and along the curvature of said curve for a chord bearing and distance of North 13° 56' 53" East, 144.07 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Northeast one-fourth of Section 24, Township 20 South, Range 3 West and the Southwest one-fourth of the Northwest one-fourth of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama and contains 11.08 acres.

END OF LEGAL DESCRIPTION