

This instrument was prepared by:  
Martin W. Evans  
Evans & Evans Lawyers, LLC  
2001 Park Place North, Suite 540  
Birmingham, AL 35203

Send tax notice to:  
PVG Properties BAMA, LLC  
6405 Metcalf Ave., Ste. 204  
Overland Park, KS 66202

### SPECIAL WARRANTY DEED

STATE OF ALABAMA     )  
                                     :  
SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS:

THAT **Oak Mountain Properties, LLC**, an Alabama limited liability company ("Grantor"), whose address is 7165 Old Overton Club Drive, Vestavia Hills, AL 35242, for and in consideration of the sum of Six Hundred Eighty Thousand Dollars (\$680,000.00), which can be verified by the Real Estate Contract, and other good and valuable consideration, in hand paid by **PVG Properties BAMA, LLC** a Kansas limited liability company ("Grantee"), whose address is 6405 Metcalf Ave., Ste. 204, Overland Park, Kansas 66202, the receipt of which is acknowledged, does grant, bargain, sell, convey and confirm unto Grantee, and unto its successors and assigns forever the real property (the "Property") located at 2226 Pelham Parkway, Pelham, AL 35124 situated in Shelby County, Alabama described in the attached **Exhibit "A"** which is made a part hereof and incorporated herein, subject only to the matters set forth on **Exhibit "B"** which is made a part hereof and incorporated herein (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property unto the Grantee and unto its successors and assigns forever, with all appurtenances thereunto belonging.

And Grantor hereby covenants with the Grantee that Grantor will forever warrant and defend the title to the Property against all claims or encumbrances done or suffered by Grantor, but against none other.

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS INDEPENDENTLY AND PERSONALLY INSPECTED THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS DEED BY EVIDENCE OF ITS RECORDATION, GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THIS DEED OR IN THE REAL ESTATE CONTRACT OR FRANCHISE/ASSET PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE, GRANTEE WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH GRANTOR THAT GRANTEE IS ACQUIRING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR.

***[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]***

EXECUTED to be EFFECTIVE as of the 1 day of May, 2024

**GRANTOR:**

**Oak Mountain Properties, LLC,**  
an Alabama limited liability company

By: 

Name: Johnathan Bly Gravlee, Trustee of the Johnathan  
Bly Gravlee 2012 Trust dated December 21,  
2012

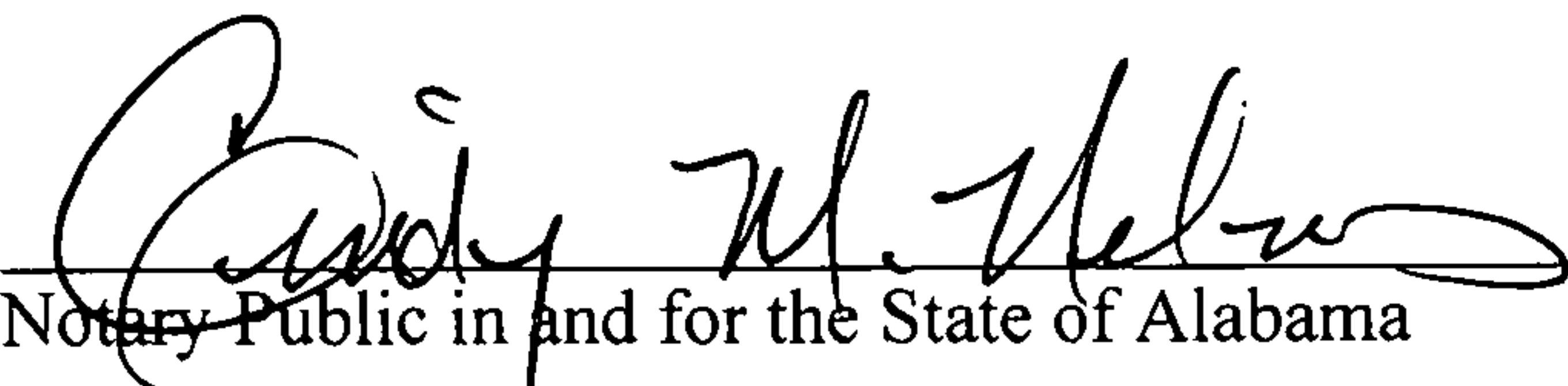
Its: Authorized Member

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Johnathan Bly Gravlee, Trustee of the Johnathan Bly Gravlee 2012 Trust dated December 21, 2012**, whose name as **Authorized Member of Oak Mountain Properties, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such officer with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal, this the 1 day of May, 2024.



  
Notary Public in and for the State of Alabama

My Commission Expires: 2-4-25

**EXHIBIT A**

LEGAL DESCRIPTION

LOT 3, ACCORDING TO THE SURVEY OF OAK MOUNTAIN COMMERCE PLACE AS RECORDED IN MAP BOOK 18, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

*[END OF LEGAL DESCRIPTION]*

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable.
2. Easement, Building Line(s), Notes, and Restrictions as shown on recorded map.
3. Title to all minerals not owned by Grantor within and underlying the Property.
4. Restrictions, Covenants and Conditions as set out in Inst. # 1994-14608, as amended in Inst. # 1997-15775.
5. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Inst. # 1994-34819; Inst. # 1999-12044; Inst. # 20071029000496730 and Inst. # 20191118000426380.

*[END OF PERMITTED EXCEPTIONS]*



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/06/2024 12:10:53 PM  
\$711.00 PAYGE  
20240506000131420**

*Allen S. Bayl*