

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 **Calera Lands LLC**, an Alabama limited liability company ("Grantor"), whose address is 2200 Resource Drive, Birmingham, AL 35242, for and in consideration of the sum of Eight Hundred Forty Thousand Dollars (\$840,000.00), 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 124 Highway 304, Calera, AL 35040 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:**

**Calera Lands LLC,**  
an Alabama limited liability company

By: 

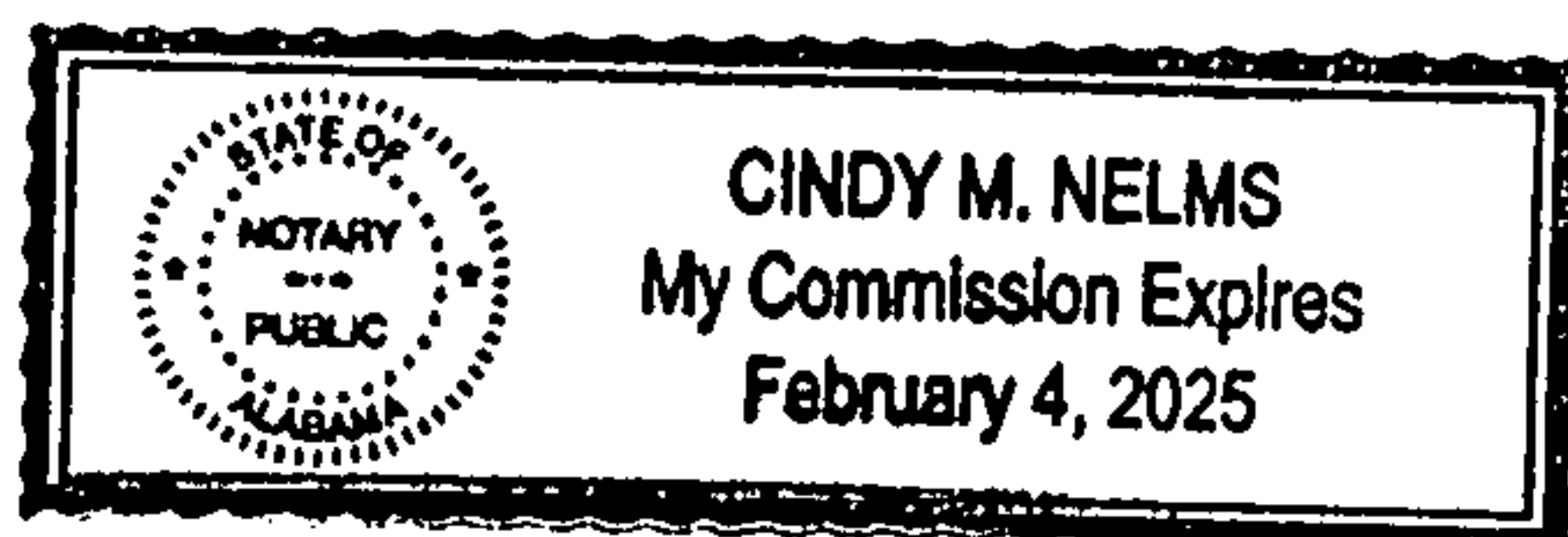
Name: Johnnothan Bly Gravlee, Trustee of the Johnnothan  
Bly Gravlee 2012 Trust dated December 21,  
2012

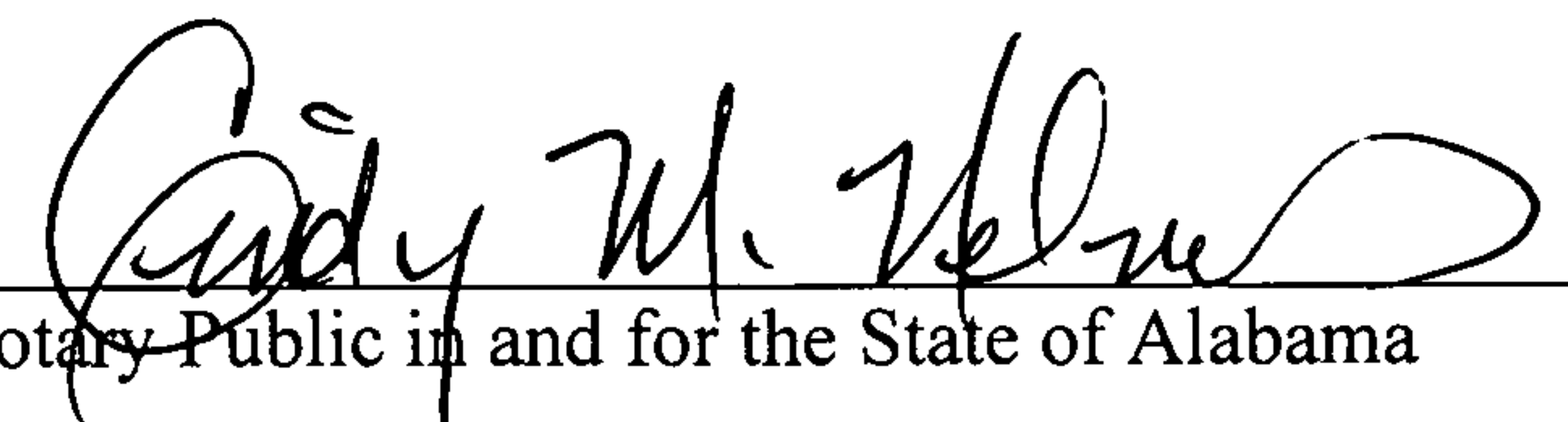
Its: Authorized Member

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Johnnothan Bly Gravlee, Trustee of the Johnnothan Bly Gravlee 2012 Trust dated December 21, 2012**, whose name as **Authorized Member of Calera Lands 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 14-B ACCORDING TO A RESURVEY OF LOT 14-A LIMESTONE MARKETPLACE  
SUBDIVISION AS RECORDED IN MAP BOOK 50, PAGE 52, IN THE OFFICE OF THE  
JUDGE OF PROBATE OF 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. Mineral and mining rights not owned by Grantor.
3. Easement, Building Line(s), Notes and Restrictions as shown on maps recorded in Map Book 50, Page 52.
4. Easement to Alabama Power Company recorded as Inst. # 20190515000164300; Inst. # 20190104000003850 and Inst. # 20090212000048780.
5. Right of way for public road as recorded in Book 286, Page 338.
6. Right of way to the State of Alabama recorded in Book 198, Page 63 and Book 198, Page 309.
7. Easement to Southern Bell as recorded in Deed Book 234, Page 844.
8. Right of way granted to Shelby County, recorded in Deed Book 49, Page 274.
9. Right of way granted to American Telephone and Telegraph Company recorded in Deed Book 198, Page 333, Public Records of Shelby County, Alabama.
10. Transmission line permit to Alabama Power Company as recorded in Deed Book 193, Page 111.
11. Limestone Marketplace Declaration of Protective Covenants as recorded as Inst. # 20080115000020240 and amended in Amendment to Limestone Marketplace Declaration of Protective Covenants recorded as Inst. # 20220922000366190.
12. Easement-Distribution Facilities in favor of Alabama Power Company dated June 24, 2011 and recorded as Inst. # 20110721000211570.

*[END OF PERMITTED EXCEPTIONS]*



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/06/2024 12:12:42 PM  
\$871.00 PAYGE  
20240506000131430

*Allen S. Bayal*