



20260310000070040 1/4 \$1331.00
 Shelby Cnty Judge of Probate, AL
 03/10/2026 01:01:59 PM FILED/CERT

Send Tax Notice To: Liberty Retail Properties 2 Series, LLC
 318 North College Street
 Auburn, AL 36830

WARRANTY DEED

STATE OF ALABAMA)
 SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of \$10.00 and those certain agreements contained in the **Economic Development Grant Agreement** dated the 15th of July, 2025 by and between the parties named therein, the City of Alabaster, an Alabama municipal corporation (hereinafter referred to as the “Grantor”), the receipt and sufficiency whereof is acknowledged, does grant, bargain, sell and convey unto **Liberty Retail Properties 2 Series, LLC**, an Alabama limited liability company (hereinafter referred to as the “Grantee”) the real estate following described, and which is situated in Shelby County, Alabama.

Lot 4, according to Map Amendment to MB 61, PG 44, Subdivision of Lot 1 of Final Plat Old Thompson High School Subdivision as recorded in Map Book 62, Page 62 of the Probate Office of Shelby County, Alabama.

This conveyance is made subject to those matters described on Exhibit “A” attached hereto and made a part hereof (the “Permitted Encumbrances”).

As a condition of this Conveyance, the Property is conveyed to the Grantee in fee simple determinable, and shall automatically revert to the Grantor, without the necessity of re-entry or legal action, in the event that, subject to “Force Majeure” (as defined below), on or before December 9, 2026, the Grantee has failed to (i) obtain all required governmental and utility approvals necessary for development of the Property, and (ii) commence vertical building construction on the Property. (The twelve (12) month period has been extended once, for a period of three (3) additional months, such extension having been approved in writing by either the administrator of the Grantor or the Mayor of Grantor at the time of the grant of the property.) Upon the failure of the Grantee to meet the stated conditions subsequent, title to the Property shall automatically revert to the Grantor, and the Grantor shall have the right to record a declaration or affidavit confirming such reversion. “Force Majeure” shall mean a material delay beyond the reasonable control of the delayed party, which delay arises as a result of strikes, lockouts, labor troubles, Act of God, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, war, or other reason beyond the Grantor’s or the Grantee’s control.

TO HAVE AND TO HOLD, to the said Grantee its successors and assigns forever. Grantor warrants that the Grantor is lawfully seized in fee simple of said Property; that, except for the Permitted Encumbrances, said Property is free from all encumbrances; that the Grantor has a good right to sell and convey the said Property; that the shall warrant and defend the said Property to the Grantee and the successors and assigns of the Grantee forever, against the lawful claims of all persons.

[Signatures Appear on the Following Page]

Shelby County, AL 03/10/2026
 State of Alabama
 Deed Tax:\$1300.00



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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this the 5th day of March 2026.

City of Alabaster, Alabama

By: Scott Brakefield, Its Mayor

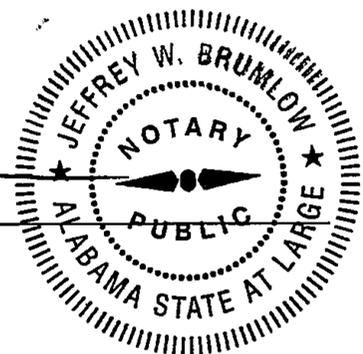
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Jeffrey W. Brumlow, a Notary Public in and for said County in said State, hereby certify that Scott Brakefield, whose name as Mayor of the City of Alabaster, a municipal corporation, is signed to the foregoing 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 such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 5th day of March, 2026.

NOTARY PUBLIC



[SEAL]

My Commission Expires:

JEFFREY W BRUMLOW
Notary Public, Alabama State at Large
My Commission Expires Dec. 1, 2026

THIS INSTRUMENT PREPARED BY:

Jeffrey W. Brumlow, Esq.
Brumlow Legal Group
210 Wildwood Pkwy, Ste 404
Homewood, AL 35209
(205) 833-1303



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EXHIBIT "A"
Permitted Encumbrances

1. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization.
2. All taxes for the year 2026 and subsequent years, which are liens, but are not yet due and payable.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
4. Transmission line permits to Alabama Power Company as recorded in Deed Book 123, Page 138; and Deed Book 227, Page 712, in the Probate Office of Shelby County, Alabama.
5. Easements to Alabama Power Company as recorded in Instrument #20150407000110600; and Instrument #20171103000401260, in said Probate Office.
6. Easement to South Central Bell as recorded in Deed Book 285, Page 506, in said Probate Office.
7. Right of way to South and North Alabama Railroad Company as recorded in Deed Book 24, Page 57, in said Probate Office.
8. Rights of way to Southern Natural Gas Corporation as recorded in Deed Book 90, Page 33; Deed Book 90, Page 69; and Deed Book 90, Page 45, in said Probate Office.
9. Title to minerals underlying caption lands together with all mining rights and privileges belonging thereto, as reserved in deed recorded in Instrument #20130717000290940, in said Probate Office.
10. Easement to Plantation Pipe Line Company as recorded in Deed Book 112, Page 278, in said Probate Office.
11. Rights of way to Shelby County as recorded in Deed Book 124, Page 277; Deed Book 129, Page 489; Deed Book 129, Page 491; Deed Book 129, Page 493; Deed Book 129, Page 495; Deed Book 129, Page 497; Deed Book 280, Page 327; and Instrument #201607180090250580, in said Probate Office.
12. Right of way as dedicated to Shelby County by deed recorded in Deed Book 215, Page 245, in said Probate Office.
13. All matters as set forth on recorded map as recorded in Map Book 61, Page 44 in said Probate Office.
14. Declaration of Easement and Maintenance Agreement by and between the City of Alabaster, Alabama, and the City of Alabaster Board of Education, dated September 21, 2022, and recorded in Instrument #20220921000364610, in said Probate Office.
15. Easement to Alabama Power Company as recorded in Instrument #20230714000211020; and Instrument #20240105000004040, in said Probate Office.
16. Right of reversion in favor of the City of Alabaster, Alabama as set forth in that certain agreement dated by and between the City and Liberty Retail Properties 2 Series, LLC as outlined herein.

Real Estate Sales Validation Form



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This Document must be filed in accordance with Code of Alabama 1975,

Grantor's Name City of Alabaster
Mailing Address 1953 Municipal Way
Alabaster, AL 35007

Grantee's Name Liberty Retail Properties 2 Series, LLC
Mailing Address 318 North College Street
Auburn, AL 36830

Property Address various easement assignments

Date of Sale 03/05/2026
Total Purchase Price \$
or
Actual Value \$ 1,300,000
or
Assessor's Market Value \$

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)

- Bill of Sale
- Sales Contract
- Closing Statement
- Appraisal
- Other Book Value

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 3/5/2026

Print Jeffrey W. Brundage

Unattested

(verified by)

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1