

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ALABAMA LAND SERVICES, INC

Issuing Office: 110 South Pine Street, Florence, AL 35630

Issuing Office's ALTA® Registry ID:

Loan ID Number: Commitment Number:

Issuing Office File Number: 140687A ORN

Property Address:

4510 Starkey Drive, Florence, AL 35630

Revision Number:

SCHEDULE A

1. Commitment Date: November 19, 2024 at 8:00 am.

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy

Proposed Insured: Any purchaser with contractual rights

Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: FEE SIMPLE

b.

Proposed Insured:

Proposed Amount of Insurance: \$

The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in:

Simpson Auto Properties, LLC

5. The Land is described as follows:

See attached Exhibit A

Countersigned:

CHICAGO TITLE INSURANCE COMPANY

By: ALABAMA LAND SERVICES, INC.

Alabama License 0188115

Orville R. Nash, Alabama License 0656639

Authorized Signatory

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72C170B

ALTA Commitment for Title Insurance (7-1-21)

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Deed from Simpson Auto Properties, LLC to Any purchaser with contractual rights conveying the subject property set forth under Schedule A.
- 5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
- 6. Payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable.
- 7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
- 8. For each Limited Liability Company (LLC) involved in the proposed transaction, we require that they:
 - a. Provide a copy of the articles of organization of the LLC, together with a copy of all amendments thereto.
 - b. Provide a copy of the operating agreement for the LLC, together with all amendments thereto.
 - c. Provide a Certificate of Good Standing from the Alabama Department of Revenue and from the state of organization if not an Alabama limited liability company.
 - d. Provide a Certificate of Incumbency executed by the members and managers which identifies all members and managers, and certifies that the articles of organization and operating agreement provided are true and correct copies, as well as any amendments, and that there are no other amendments to either that have not been provided.
 - e. Provide unanimous written consent of all members and managers approving the transaction contemplated by this commitment and, if permitted by the operating agreement, authorizing a single member or manager to execute the documents associated with the transaction on behalf of the limited liability company.

The Company reserves the right to make additional requirements upon receipt and review of the requested documents.

9. The search did not disclose any open mortgages of record; therefore, the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. If you have knowledge of any outstanding obligation, please contact the Title Department immediately for further review.

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SCHEDULE B, PART I - Requirements

(Continued)

10. Payment of all taxes for the year 2024, plus any penalties and interest which may accrue.

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SCHEDULE B - PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. All taxes for the year 2025 and subsequent years, not yet due and payable.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
- 4. Rights or claims of parties in possession not shown by the public records.
- 5. Easements, or claims of easements not shown by the public records.
- 6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Taxes or special assessments which are not shown as existing liens by the public records.
- 8. Such state of facts as shown on subdivision plat recorded in Plat Book 4, Page 36, Lauderdale County Records.
- 9. 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 and gravel in, on and under the Land.
- 10. Any inaccuracy in the area, square footage, or acreage of the Land, or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.
- 11. Any additional taxes which may be assessed due to reappraisal, a change in exemption status, loss of homestead exemption, or change in the current use classification.
- 12. Terms and conditions of the easement granted to the City of Florence by instrument recorded in Real Property Book 2007, Page 17168.
- 13. Rights of way of public roads affecting the property.

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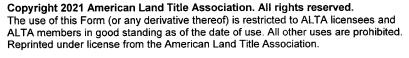






EXHIBIT "A" LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FLORENCE, COUNTY OF LAUDERDALE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

A tract or parcel of land lying and being in the Northeast ¼ of the Southwest ¼ of Section 14, Township 2 South, Range 11 West, Lauderdale County, Alabama, and being a part of Tract A, FLORENCE-LAUDERDALE DISTRICT, according to the plat thereof as recorded in the office of the Judge of Probate, Lauderdale County, Alabama, in Plat Book 4, Page 36, more particularly described as beginning at the Southeast corner of the Northeast ¼ of the Southwest ¼ of said Section 14; thence South 87 degrees 54 minutes West for 713.93 feet to a point on the East line of Northington Court; thence along said East line, North 2 degrees 06 minutes West, for 205.24 feet; thence North 87 degrees 54 minutes East for 711.39 feet; thence South 2 degrees 30 minutes East for 205.25 feet to the point of beginning and containing 3.3 acres, more or less.

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ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Agency Office

ALABAMA LAND SERVICES, INC. 110 South Pine Street Florence, AL 35630 Telephone: 256-764-2141 Fax: 256-764-0000 CHICAGO TITLE INSURANCE COMPANY

Michael J. Nolan President

Mariorie Nemzura

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COMMITMENT CONDITIONS

DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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CHICAGO TITLE INSURANCE COMPANY

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

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RLPY 2001 13072 Recorded In Above Book and Page 04/16/2001 03:06:39 PM Dewey D. Mitchell Probate Judge Lauderdale County, AL

This deed prepared by BRANT YOUNG, Attorney Florence, Alabama.

 Deed Tax
 30.00

 Recording Fee
 17.00

 TOTAL
 47.00

STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

WHEREAS, on November 20, 2000, grantor by and through James T. Stevenson, its president, did execute and deliver to grantee a warranty deed conveying the below-described lot of land; and

WHEREAS, said warranty deed was subsequently lost prior to being recorded in the office of the Judge of Probate of Lauderdale County, Alabama; and

WHEREAS, grantor and grantee desire to replace the said lost warranty deed;

NOW, THEREFORE, to replace the said lost warranty deed and for the same consideration given for the said lost warranty deed, the said grantor does by these presents grant, bargain, sell and convey unto said grantee in fee simple the following described real estate situated in Lauderdale County, Alabama, to-wit:

A tract or parcel of land lying and being in the Northeast 1/4 of the Southwest 1/4 of Section 14, Township 2 South, Range 11 West, Lauderdale County, Alabama, and being a part of Tract A, FLORENCE-LAUDERDALE DISTRICT, according to the plat thereof as recorded in the office of the Judge of Probate, Lauderdale County, Alabama, in Plat Book 4, Page 36, more particularly described as beginning at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence South 87 degrees 54 minutes West for 713.93 feet to a point on the East line of Northington Court; thence along said East line, North 2 degrees 06 minutes West, for 205.24 feet; thence North 87 degrees 54 minutes East for 711.39 feet; thence South 2 degrees 30 minutes East for 205.25 feet to the point of beginning and containing 3.3 acres, more or less.

Together with the improvements and appurtenances thereunto belonging.

This conveyance is made subject to all zoning laws, easements, and set back lines applicable to said property.

The execution of this replacement deed was authorized by the Board of Directors of the grantor on April 13, 2001.

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns, in fee simple forever.

AC 30.00

DT -30.00 PC-17.00 40.00

And said grantor does hereby covenant with the said grantee, its successors and assigns, that, as of November 20, 2000, it was lawfully seized in fee simple of said property; that said property was free from all encumbrances except as aforesaid; that it had a good right to sell and convey the same as aforesaid; and that it would warrant and defend the same to the said grantee, its successors and assigns forever.

NO EXAMINATION OF TITLE HAS BEEN MADE BY THE PREPARER OF THIS INSTRUMENT. THE DESCRIPTION FOR THE PROPERTY HEREIN CONVEYED WAS FURNISHED BY THE GRANTOR.

IN WITNESS WHEREOF, the said grantor has caused its corporate name to be affixed hereto by its President and attested by its Secretary under the seal of the Corporation at the time and place first above written.

> FLORENCE-LAUDERDALE INDUSTRIAL EXPANSION COMMITTEE, INC.

> > Its President

ATTEST:

nest Wight

STATE OF ALABAMA **COUNTY OF LAUDERDALE**

I, the undersigned authority, a Notary Public in and for said county in said state, do hereby certify that James T. Stevenson, whose name as President of Florence-Lauderdale Industrial Expansion Committee, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day, that, being informed of the contents of the conveyance, 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 official seal this the ____ day of 2001.

My Commission Expires:3

Mailing address of Grantee:

P.O BOX 2825

Sheffield A1 35661

RLPY 2007 17168
Recorded In Above Book and Pase
03/30/2007 10:44:39 AM
Dewes D. Mitchell
Probate Judge
Lauderdale Counts, AL

STATE OF ALABAMA

LAUDERDALE COUNTY

No Tax Collected 1.00
Recording Fee 22.00
TOTAL 23.00

PERMANENT UTILITIES AND STORM WATER DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Simpson Auto Properties, L.L.C., an Alabama limited liability company, hereinafter called Grantor, in consideration of TEN DOLLARS (\$10.00) cash in hand paid by the City of Florence, Alabama, a municipal corporation, hereinafter called Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove electric, natural gas, water, and sanitary sewer utilities lines and storm water drainage facilities (and all appurtenances, appliances, and equipment necessary and convenient for the transportation and collection of storm water through and in such facilities) in, through, under, above, and across the said real property, together with the right of ingress and egress over and across the hereinafter described real property situated in Lauderdale County, Alabama, lying in the NE 1/4 of the SW 1/4 of Section 14, Township 2 South, Range 11 West, Lauderdale County Alabama and being a part of TRACT "A" FLORENCE-LAUDERDALE INDUSTRIAL DISTRICT, according to the map or plat of said subdivision as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, Page 36 and being more particularly described as follows, to wit:

To find the point of beginning, commence at the SE corner of the NE 1/4 of the SW 1/4 of Section 14, Township 2 South, Range 11 West and being the SE corner of the above referenced tract of land (RLPY Book 2001, Page 13072); thence S 87 degrees 54' 00" W and along the Southwardly property line of said tract 665.02 feet to the point of beginning; thence S 87 degrees 44' 26" W and along said property line 48.91 feet to a point on the Eastwardly right of way of Starkey Drive; thence N 02 degrees 16' 17" W and along said right of way 30.45 feet; thence leaving said right of way S 60 degrees 21' 31" E 57.62 feet to the point of beginning. Said tract contains **0.02 acres**, more or less, and is subject to any easements of record or easements existing on site.

with all the rights and privileges necessary or convenient for the full enjoyment and use thereof for the purpose above stated. TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. This easement shall run with the land for the benefit of the Grantee, its successors and assigns, and shall be assignable by Grantee in whole or in part.

SIMPSON AUTO PROPERTIES, L.L.C. an Alabama limited liability company

	By: W. Here Sanfler
	Its: President.
ATTEST:	
Du Anoth Man	

1.0

STATE OF ALABAMA

LAUDERDALE COUNTY

Witness

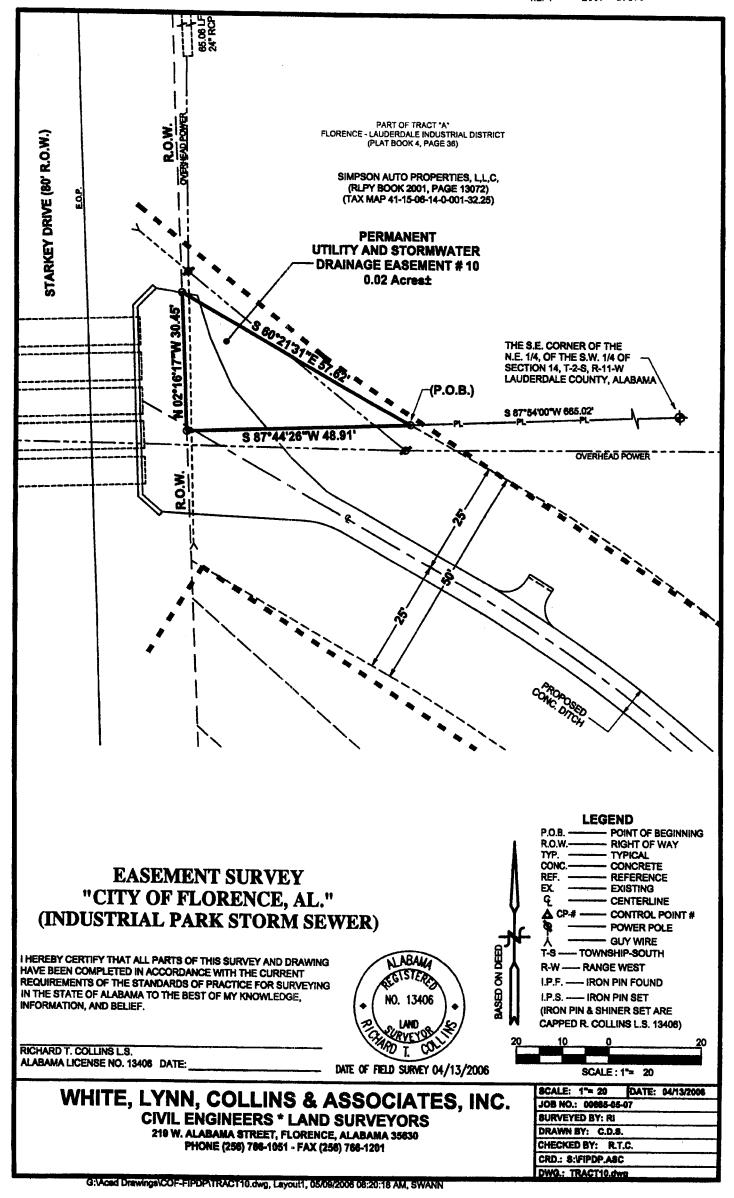
I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that A. Sary Som, whose name as PRESIDENT of Simpson Auto Properties, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, 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 official seal, this 6th day of DECEMBER, 2006.

Notary Public

My Commission Expires:

5-14-09



OWNER

SIMPSON AUTO PROPERTIES LLC

2005 HELTON DR

FLORENCE, AL 35630

VALUE

Appraised: 559,560.00

Assessed: 111,920.00

INFO

Parcel Number: 15-06-14-0-001-032.025

PPIN: 072692

Account Number: 00050136

Physical Address: 4510 STARKEY DR

Deed Book/Page: 2001 / 13072

Utilities - Gas: Unknown

Utilities - Water: Unknown

Utilities - Sewer: Unknown

Amenities: Unknown

District: Florence

Exempt Type: NONE

Acres: 3.3

Tax Due: \$5,484.08

Deed Date: 4/13/2001

Road Access: Unknown

Topography: Unknown

Nuisances: Unknown

Historical:

TaxYear: 2024

Section/Township/Range: 14 / 2 / 11

Legal Description:

205.24' X 713.93' FLORENCE-LAUDERDALE INDUSTRIAL DISTRICT PT TRACT A 3.3 AC

IMPROVEMENTS

Description:

SERVICE/SHOP(LOWPARTITION)