

MLT
18-199
94.00

Consideration: \$35,000.00
Documentary Transfer Taxes: \$245.00

Prepared by:
CRH Americas Law Group
Attention: General Counsel
900 Ashwood Parkway
Suite 600
Atlanta, GA 30338

Return to: Grantee

Parcel Tax ID# 05-1N-27-0000-00239-0000; 05-1N-27-0000-00238-0000; 05-1N-27-0000-00240-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this ___ day of July, 2018, by **PREFERRED MATERIALS, INC.**, a Georgia corporation, successor in interest to Oldcastle Southern Group, Inc., successor in interest to APAC-Southeast, Inc., successor in interest to APAC-Georgia, Inc., successor in interest to APAC-Florida, Inc., successor in interest to Couch Construction, L.L.C., f/k/s Couch Construction, L.P., whose address is 500 Riverhills Business Park, Suite 590, Birmingham, Alabama 35242 ("**GRANTOR**"), in favor of **SALTER 3 C's CONSTRUCTION COMPANY, INC.**, a Florida corporation whose address is 4512 Trice Road, Milton, FL 32571 ("**GRANTEE**").

WITNESSETH:

For and in consideration of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration, the receipt of all of which is hereby acknowledged, GRANTOR hereby grants, bargains, sells, conveys and confirms to GRANTEE, its heirs, successors and assigns, the following tract or parcel of land in Santa Rosa County, Florida (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its heirs, successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the property conveyed hereby and to any state of facts which an accurate survey would show.

GRANTOR covenants and warrants with GRANTEE that GRANTOR, its successors and assigns, shall warrant and defend the real property unto GRANTEE, its heirs, successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or

under GRANTOR, but no other; provided, however, that any one claim or demand, or all claims and demands in the aggregate, pursuant to this warranty, shall in no event exceed Thirty-five Thousand Dollars (\$35,000.00), which the GRANTOR and GRANTEE hereby agree to be the true and actual value of the real and personal property conveyed hereby.

Except as expressly provided in the immediately preceding paragraph, GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE BY ITS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT ITS HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE SAME "AS IS," "WHERE IS" AND "WITH ALL FAULTS." GRANTEE shall not make any claim against GRANTOR for diminution of the value of the Property, remediation of any contamination on the Property, loss of use of the Property, handling, transportation or disposal of contaminated media from the Property, or any other loss, damage or expense as the result of any environmental contamination or other latent or patent defect in the Property's condition, and GRANTEE, and its heirs, successors, personal representatives and assigns, hereby agree to protect, indemnify and hold harmless GRANTOR, GRANTOR's affiliated companies, and their directors, officers, employees and agents, from and against any such claims.

GRANTOR and GRANTEE hereby agree that ad valorem property taxes and all assessments on the real property conveyed hereby shall be prorated and allocated between GRANTOR and GRANTEE as of the date hereof, and GRANTEE, by its acceptance of this Deed, hereby assumes and agrees to pay the same from and after the date hereof.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective heirs, successors, personal representatives and assigns.

[Signature appears on following page]

COPY

COPY

IN WITNESS WHEREOF, Grantor has executed this Deed under seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature of Witness #1

Henry J. Jones
Printed Name of Witness #1

[Signature]
Signature of Witness #2

JEFFERY L. SMITH
Printed Name of Witness #2

GRANTOR:

PREFERRED MATERIALS, INC., a Georgia corporation, successor in interest to Oldcastle Southern Group, Inc., successor in interest to APAC-Southeast, Inc., successor in interest to APAC-Georgia, Inc., successor in interest to APAC-Florida, Inc., successor in interest to Couch Construction, L.L.C., f/k/s Couch Construction, L.P.

By: [Signature]
Name: Jonathan Spear
Title: Authorized Employee

STATE OF Alabama
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 20th day of July, 2018, by Jonathan Spear, Authorized Employee of Preferred Materials, Inc., a Georgia corporation, on behalf of the corporation. He is personally known to me.

[Signature]
Notary Public
Print name: RAMONA JONES
My commission expires: 9-13-2018

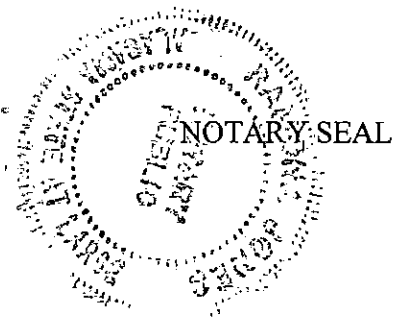


Exhibit A

Property

PARCEL 1

Commence at the Northwest corner of Section 5, Township 1 North, Range 27 West, Santa Rosa County, Florida; thence go South $89^{\circ}34'54''$ East along the North line of said Section 5 a distance of 428.11 feet; thence go South $00^{\circ}36'49''$ West a distance of 643.41 feet to the Point of Beginning; thence go South $89^{\circ}23'11''$ East for a distance of 565.55 feet; thence go South $00^{\circ}14'30''$ West for a distance of 109.77 feet to a point of curvature; thence go along a curve to the left having a radius of 50.00 feet, an arc distance of 37.55 (Ch. = 36.70'; Ch. Brg. = $S21^{\circ}09'47''E$); thence go South $40^{\circ}25'03''$ West a distance of 288.22 feet; thence go North $89^{\circ}35'27''$ West a distance of 395.37 feet; thence go North $00^{\circ}36'49''$ East a distance of 366.70 feet to the Point of Beginning.

The above described parcel of land contains 4.36 acres, less the East 30 feet of the above described parcel being reserved for an access easement and less the North 50 feet.

PARCEL 2

Commence at the Northwest corner of Section 5, Township 1 North, Range 27 West, Santa Rosa County, Florida; thence go South $89^{\circ}34'54''$ East along the North line of said Section 5 a distance of 428.11 feet; thence go South $00^{\circ}36'49''$ West a distance of 1010.11 feet; thence go South $89^{\circ}35'27''$ East a distance of 395.37 feet to the Point of Beginning; thence go South $00^{\circ}25'04''$ West a distance of 330.00 feet; thence go South $89^{\circ}31'01''$ East a distance of 391.08 feet; thence go North $00^{\circ}28'59''$ East a distance of 535.79 feet; thence go North $89^{\circ}41'15''$ West a distance of 169.77 feet to a point of curvature; thence go along a curve to the right having a radius of 50.00 feet, an arc distance of 40.99 feet (Ch. = 39.85'; Ch. Brg. = $N 66^{\circ}19'47'' W$); thence go South $40^{\circ}25'03''$ West a distance of 288.22 feet to the Point of Beginning. The above described parcel of land contains 4.41 acres, less the North 30 feet of the above described parcel, being reserved for an access easement.

[continued on following page]

PARCEL 3

Commence at the Northwest corner of Section 5, Township 1 North, Range 27 West, Santa Rosa County, Florida; thence go South 89°34'54" East along the North line of said Section 5 a distance of 428.11 feet; thence go South 00°36'49" West a distance of 1010.11 feet; thence go South 89°35'27" East a distance of 395.37 feet; thence go South 00°25'04" West a distance of 330.00 feet; thence go South 89°31'01" East a distance of 391.08 feet to the Point of Beginning; thence continue South 89°31'01" East a distance of 366.67 feet; thence go North 00°28'59" East a distance of 536.89 feet; thence go North 89°41'15" West a distance of 366.67 feet; thence go South 00°28'59" West a distance of 535.79 feet to the Point of Beginning. The above described parcel of land contains 4.52 acres, less the North 30 feet of the above described parcel being reserved for an access easement.

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