

SPECIAL WARRANTY DEED

20190805000279860
08/05/2019 12:08:18 PM
DEEDS 1/7

THIS INSTRUMENT WAS PREPARED BY:

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201

Send Tax Notice To:

Riverchase Hospitality, LLC
1854 Lake Cyrus Club Drive
Hoover, AL 3524

4

WHEN RECORDED, RETURN TO:

Chicago Title Insurance Company
2828 Routh Street, Suite 800
Dallas, TX 75201
Attention: Donna Gullledge

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

THAT **CPLG PROPERTIES L.L.C.**, a Delaware limited liability company, (successor by name change to LQ Properties L.L.C., a Delaware limited liability company and BRE/LQ Properties L.L.C., a Delaware limited liability company), having an address at 125 East John Carpenter Freeway, Suite 1650, Irving, TX 75062 (hereinafter referred to as "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by **RIVERCHASE HOSPITALITY, LLC**, an Alabama limited liability company (hereinafter referred to as "**Grantee**"), whose mailing address is 1854 Lake Cyrus Club Drive, Hoover, AL 35244, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, all of the real property described on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter referred to as the "**Land**") and all buildings and improvements located thereon, together with all and singular, Grantor's right, title and interest, if any, in and to adjacent streets, roads, alleys, rights-of-way, strips and gores, easements, rights of ingress and egress, tenements, hereditaments and appurtenances on the Land or in anywise appertaining thereto (the foregoing, together with the Land, being hereinafter collectively referred to as the "**Property**").

This conveyance is made and accepted subject to the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes, to the extent, and only to the extent, that such matters are now in force, valid, and affect title to the Property (but reference to same shall not operate to re-impose same), and further subject to all standby fees, ad valorem taxes and assessments for the current year and subsequent years, the payment of which Grantee assumes (hereinafter referred to as the "**Permitted Exceptions**").

This Special Warranty Deed is being executed and delivered by Grantor pursuant to that certain Agreement of Purchase and Sale dated as of June 18, 2019 (as amended, modified and/or supplemented from time to time, the "**Purchase Agreement**") among Grantor, as Seller, and Grantee, as Buyer. Recourse against Grantor with respect to the representations, warranties and covenants of Grantor hereunder are subject to the provisions and limitations set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself and its legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, and subject to the Permitted Exceptions.

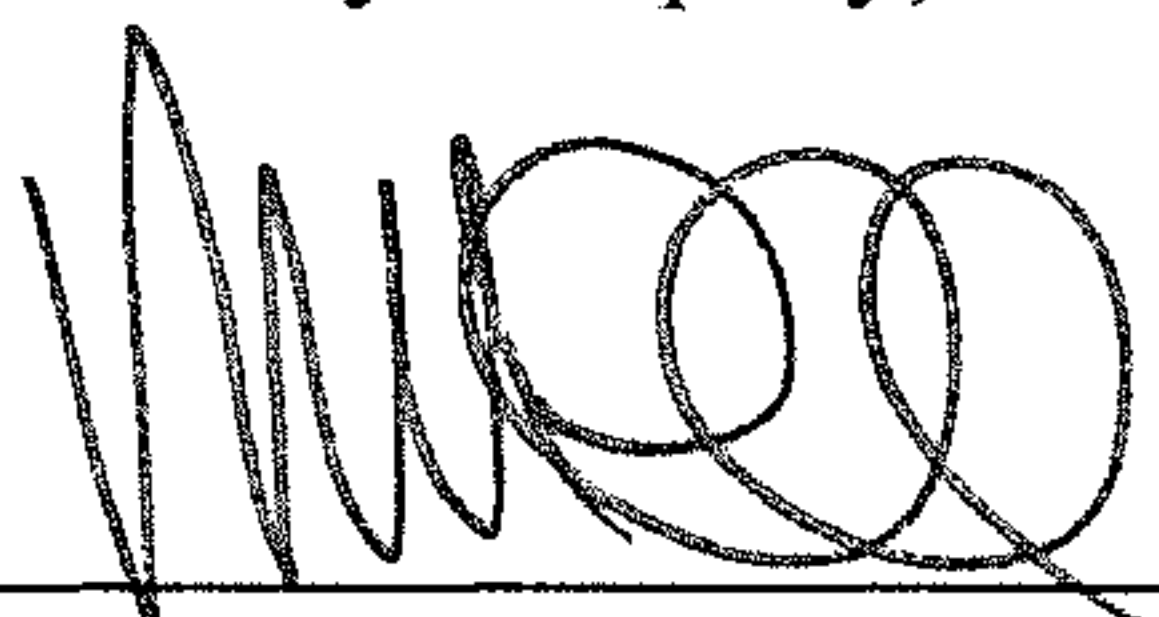
This Special Warranty Deed is executed on the date set forth in the acknowledgment below, but is made effective as of August 2, 2019 (the "**Effective Date**").

[Signature Page on Next Page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed to be effective as of the Effective Date.

“GRANTOR”

CPLG PROPERTIES L.L.C.,
a Delaware limited liability company
(successor by name change to LQ Properties
L.L.C., a Delaware limited liability company
and BRE/LQ Properties L.L.C., a Delaware
limited liability company)

By: 
Name: Mark M. Chloupek
Title: Executive Vice President, Secretary
and General Counsel

STATE OF TEXAS

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mark M. Chloupek, as Executive Vice President, Secretary and General Counsel of **CPLG PROPERTIES L.L.C.**, a Delaware limited liability company, (successor by name change to LQ Properties L.L.C., a Delaware limited liability company and BRE/LQ Properties L.L.C., a Delaware limited liability company), who is known to me, acknowledged before me, on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 24 day of July 2019.



Notary Public

My Commission Expires: 7/24/2022

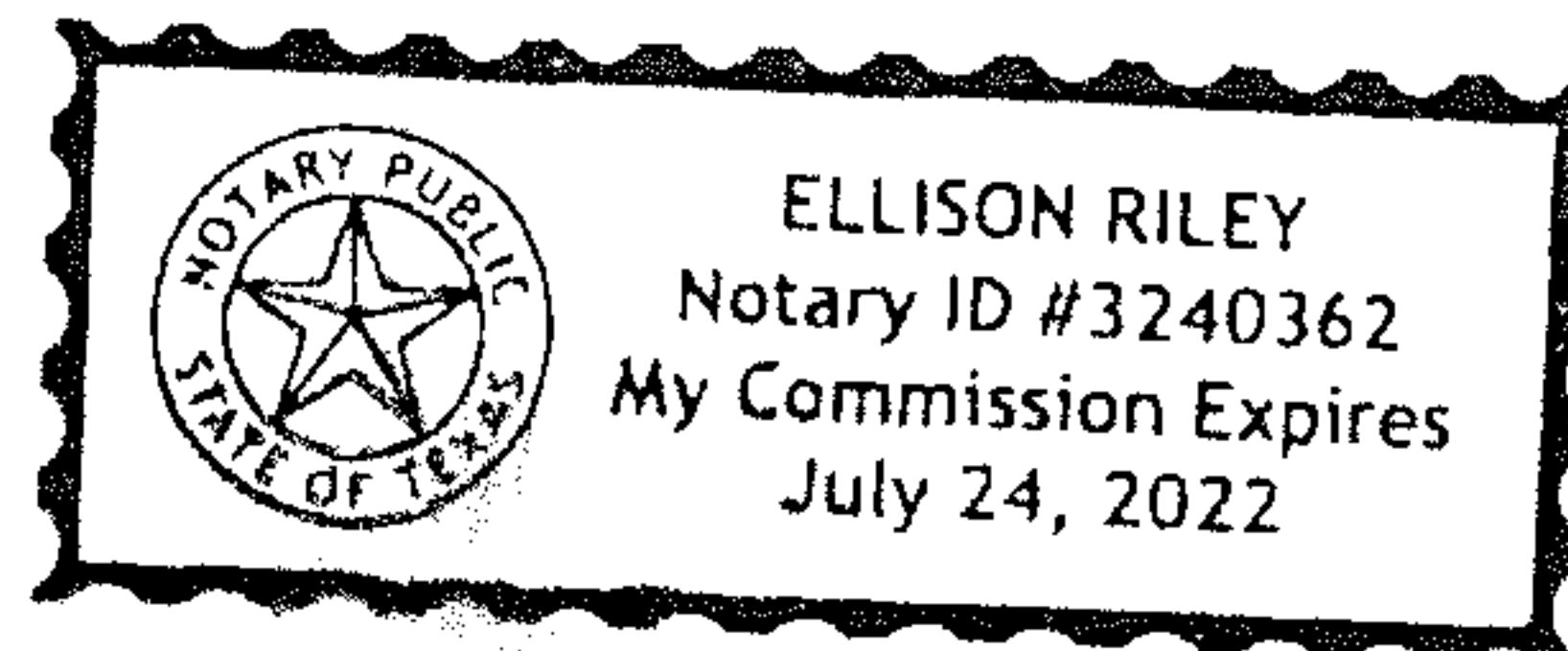


Exhibit A

DESCRIPTION OF LAND

Parcel I.

Lot 1, according to the Map and Survey of Hunter & Associates Addition to Riverchase, as recorded in Map Book 22 page 125, in the Office of the Judge of Probate of Shelby County, Alabama. Together with a non-exclusive easement for vehicular and pedestrian ingress and egress, roadway and right of way purposes as described in that certain ingress and egress easement recorded in the Office of the Judge of probate of Shelby County, Alabama in instrument No. 1994-20501 1994 20501.

Parcel II.

Lot 1-A, according to the Map and Survey of Hunter & Associates Addition to Riverchase as recorded in Map Book 22 page 125, in the Office of the Judge of Probate of Shelby County, Alabama.

BEING AND INTENDED TO BE THE SAME PREMISES TRANSFERRED TO THE GRANTOR BY DEED RECORDED IN INSTRUMENT NUMBER 1996-17668.

Exhibit B

PERMITTED EXCEPTIONS

Part A: (i) all oil, gas and other minerals previously reserved or conveyed of record, (ii) zoning laws and regulations and ordinances of municipal and other governmental authorities affecting the Property, (iii) all covenants, conditions, restrictions, easements, riparian rights and rights of way affecting the Property, (iv) any and all matters which would be disclosed by a current and accurate survey of the Property, and (v) all matters of record affecting the Property as of the date hereof.

Part B:

1. State, county and local taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Such state of facts as shown on record subdivision plat Map Book 22, page 125, Shelby County Records.
3. Right of Way granted to Alabama Power Company as recorded in Deed Volume 331, page 841 in the Probate Office of Shelby County, Alabama.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto and release of damages, as recorded in Volume 94, page 349 and Volume 64, page 501, in the Probate Office of Shelby County, Alabama. (Parcels I & II).
5. Restrictions appearing of record in Real Volume 90, page 785, in the Probate Office of Shelby, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. (Parcels I & II).
6. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Misc. Book 13, page 50 as amended by Misc. Book 15, page 189 and by Misc. Book 19, page 633, in the Probate Office of Shelby County, Alabama. (Parcels I & II).
7. Land Use Agreement between The Harbert Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Misc. Book 19, page 690, as amended by Real Volume 16, page 64, in the Probate Office of Shelby County, Alabama. (Parcels I & II).
8. Declaration of Restrictive Covenants recorded in Instrument 1996-17667, in the Probate Office of Shelby County, Alabama. (Parcel I)
9. Declaration of Restrictive Covenants of Hunter and Associates Addition to Riverchase as recorded in Instrument 1996-17664, as amended and restated in Instrument 1997-19316, in the Probate Office of Shelby County, Alabama. (Parcels I & II).

10. Restrictions appearing of recorded in Deed Book 337, page 663; Instrument 1994-20897 and Instrument 1994-21851, in the Probate Office of Shelby County, Alabama. (Parcel II).
11. Right of way to the City of Hoover for ingress/egress and maintenance of storm drainage, recorded in Instrument 2000-20724, in the Probate Office of Shelby County, Alabama. (Parcel II).
12. Terms, conditions and rights of others in and to the use of the ingress and egress easement as recorded in Instrument 1994-20501, in the Probate Office of Shelby County, Alabama. (Parcel II).

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name CPLG PROPERTIES L.L.C.
 Mailing Address 125 East John Carpenter Frwy.
Suite 1650
Irving, TX 75062

Grantee's Name Riverchase Hospitality, LLC
 Mailing Address 1854 Lake Cyrus Drive
Hoover, AL 35244

Property Address 120 Riverchase Parkway East
Birmingham, AL 35244

Date of Sale 8-2-2019
 Total Purchase Price \$ 4,500,000.00

or
 Actual Value \$ _____

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

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 8/2/19

Print Lisa C. Hayes

Sign Lisa C. Hayes

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/05/2019 12:08:18 PM
 \$453.00 CHERRY
 20190805000279860

(verified by)

Alicia S. Bayl