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STATE OF ALABAMA
COUNTY OF SHELBY

SEND TAX NOTICES TO:
5200 Buffington Rd.
Atlanta, GA 30349

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED, made as of this 22 day of April, 1989 by and between KEY ROYAL AUTOMOTIVE COMPANY, a Delaware corporation (hereinafter referred to as "Grantor"), and CHICK-FIL-A, INC., a Georgia corporation (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors, and assigns where the context requires or permits).

W I T N E S S E T H:

FOR AND CONSIDERATION of Ten Dollars (\$10.00) and for other valuable considerations, all in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm, unto Grantee, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Shelby County, Alabama, being Lot 2 of Key Pointe Subdivision as shown on the plat recorded in Map Book 160, page 36, in the Probate Office of Shelby County, Alabama (hereinafter referred to as the "Property").

TOGETHER WITH all and singular the rights, members and appurtenances thereunto appertaining, and all estate, right, title, interest, claim or demand of Grantor, legal, equitable or otherwise, in and to the same.

The conveyance of Property is SUBJECT TO the Permitted Title Exceptions set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

Key Drive. Grantor hereby agrees that it will build and construct on the area designated "Key Drive 50' R.O.W." as shown on the plat of Key Pointe Subdivision recorded in Map Book 160, page 36, in the Probate Office of Shelby County, Alabama, a roadway and curb cut for access to U.S. 280. Said roadway shall conform to the regulations of the City of Birmingham relating to public streets, and said roadway shall have no median, except that Grantor may construct a median in the area of Key Drive within thirty-five (35) feet of the existing right-of-way of U.S. 280. Grantor agrees to commence such construction within thirty (30) days after the date hereof

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Land Title

and to complete the construction of such roadway and curb cut within one hundred five (105) days after the date hereof. Until such roadway has been accepted for maintenance by the City of Birmingham, the right of way area for such roadway shall be maintained at all times by Grantor in good condition as a driveway to and from U.S. 280.

The Reserved Easement. Grantor hereby reserves a non-exclusive, permanent easement over and across that portion of the Property which is designated "30' Ingress/Egress Easement" as shown on the plat of Key Pointe Subdivision recorded in Map Book 160, page 36, in the Probate Office of Shelby County, Alabama (the "Reserved Easement Area"). Said easement shall be for the purposes of (i) pedestrian access, ingress and egress, (ii) one-way vehicular access in a northwesterly direction, and (iii) constructing, installing, using, maintaining, repairing and replacing underground utility lines, wires, pipes, conduits and drains to serve Key Pointe. Grantee hereby agrees to build and construct on the Reserved Easement Area a driveway which shall conform to the specifications set forth on Exhibit "B" attached hereto and by this reference made a part hereof. Grantee agrees to complete construction of such driveway within one hundred eighty (180) days after the date hereof. Maintenance of said driveway on the Reserved Easement Area, once constructed, shall be the obligation of the owner of the Property, and such agreement to so maintain said driveway shall be a covenant running with the land. The provisions of this paragraph shall benefit and shall be enforceable by all owners of real property within Key Pointe Subdivision.

Covenants Respecting the Property and Lots 3 and 4 of the Key Pointe Subdivision. Grantor, with respect to Lots 3 and 4 of the Key Pointe Subdivision, and Grantee, with respect to the Property, hereby covenant and agree each to the other that Lots 3 and 4 of the Key Pointe Subdivision and the Property (collectively referred to as the "Parcels" or individually as a "Parcel") shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the following covenants and restrictions (except that the covenants and restrictions in subparagraph (c) below shall be applicable only to Lot 3 of the Key Pointe Subdivision and the Property):

(a) No portion of the Parcels shall be used for a business or use which (i) creates strong, unusual or offensive odors, fumes, dust or vapors; (ii) is a public or private nuisance; (iii) emits noise or sounds which are objectionable due to intermittence,

beat, frequency, shrillness or loudness; or (iv) creates unusual fire, explosive or other hazards. In addition, no flashing lights or signs, strobe lights, search lights, loud speakers (except those utilized in connection with drive-through food service), phonographs, radios or video screens shall be permitted within the exterior portion of the building(s) on the Parcels.

(b) No portion of the Parcels may be leased, used or occupied as or for a gymnasium, health spa or exercise facility; movie theater; auditorium or other similar place of public entertainment or general assembly; bowling alley; billiard parlor or pool hall; funeral parlor; flea market; carnival; industrial manufacturing facility; automobile, trailer or mobile home dealership; skating rink; dance hall; night club or discotheque; bar, pub or establishment for the sale of alcoholic beverages for on-premises consumption (provided that such restriction concerning a bar, pub or establishment for the sale of alcoholic beverages for on-premises consumption shall not be applicable to a restaurant where the gross revenues of such restaurant business on the Parcel which are attributable to the sale of alcoholic beverages are less than forty percent (40%) of the gross revenues of such restaurant attributable to food, non-alcoholic beverages and alcoholic beverages); adult book store or adult videotape store (defined as stores a substantial portion of the inventory of which is not available for sale or rental to children under fifteen (15) years old because it expressly deals with or depicts human sexuality); massage parlor; so-called "head shop"; amusement gallery, video game arcade or game room (except as an incidental or immaterial part of a tenant's or occupant's business); body and fender shop; car wash; off-track betting parlor; or so called "social encounter" restaurant which, for purposes hereof, shall mean a bar or restaurant with a bar which is designed and operated primarily for mixing, mingling and social encounters, such as a "singles" bar as opposed to a facility with primary emphasis on the sale and serving of food items. It is acknowledged and agreed that current examples of such a "social encounter" bar or restaurant and bar are T.G.I. Friday's, Bennigan's and T.J. Appleby's as operated in April of 1988 in the metropolitan Birmingham, Alabama area, as opposed to Fuddrucker's and Chili's, which as operated in April of 1988 in the metropolitan Birmingham, Alabama area are not considered by the parties hereto to be a "social encounter" bar or restaurant and bar.

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(c) If, as and when each of Lot 3 of the Key Pointe Subdivision and the Property is improved, such Parcel will be improved so as to provide not less than seven (7) parking spaces for each one thousand (1,000) square feet of floor area of any building located on such Parcel, and such minimum parking ratio shall thereafter be maintained at all times.

TO HAVE AND TO HOLD the Property and every part thereof unto Grantee forever in fee simple.

IN WITNESS WHEREOF, Grantor has executed these presents under seal, as of the day, month and year first above written.

"GRANTOR"

KEY ROYAL AUTOMOTIVE COMPANY

Signed, sealed and delivered in the presence of:

Kimberly Lowry
Witness

Temple Alexander
Witness

By: [Signature]
Its: [Signature]

Attest: Patricia R. Nix
Its: Asst. Secretary

(CORPORATE SEAL)

"GRANTEE"

CHICK-FIL-A, INC.

Signed, sealed and delivered in the presence of:

Elizabeth H. Thomas
Witness

Lois L. Morrison
Witness

By: [Signature]
Its: [Signature]

Attest: [Signature]
Its: [Signature]

(CORPORATE SEAL)

[Signatures continued on next page]

[Signatures continued from previous page]

I, Patricia R. Frize, a Notary Public in and for Shelby County, Alabama, hereby certify that John B. Richardson, whose name as Chairman of the Key Royal Automotive Company, a corporation, 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, John B. Richardson, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 7th day of April, 1989.

Patricia R. Frize
Notary Public

My Commission Expires:
My Commission Expires July 23, 1989

(NOTARY SEAL)

I, Bonnie Hodgson, a Notary Public in and for Fayette County, Georgia, hereby certify that James S. Collins, whose name as President of Chick-fil-A, Inc., a corporation, 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, James S. Collins, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 5th day of April, 1989.

Bonnie Hodgson
Notary Public

My Commission Expires:
Notary Public, Fayette County, Georgia
My Commission Expires March 23, 1992

(NOTARY SEAL)

This instrument was prepared by John W. Griffin whose address is:

Troutman, Sanders, Lockerman & Ashmore
127 Peachtree Street, N.E.
1400 Candler Building
Atlanta, Georgia 30303-1810

EXHIBIT "A"

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 1989 which are a lien but not yet due and payable.
2. Building set back line in favor of Alabama Power Company as recorded in Volume 182, page 328 and Volume 103, page 39 in the Probate office of Shelby County, Alabama.
3. Declaration of Protective Covenants, Conditions and Restrictions executed by Key Royal Automotive Company and Horizon 280 Association dated as of March 29, 1989, recorded in Book 232, page 309 in the Probate Office of Shelby County, Alabama.
4. The matters shown on the plat of Key Pointe Subdivision prepared by Perry Hand & Associates dated February 13, 1989, recorded in Map Book 160, page 36 in the Probate Office of Shelby County, Alabama (including, without limitation, the 10 foot drainage easements and the 50 foot right-of-way for Key Drive shown on such plat).
5. Easement Agreement dated January 10, 1989, executed by Key Royal Automotive Company in favor of Dr. Arthur Serwitz and Joyce Serwitz, recorded in Book 231, page 295 in the Probate Office of Shelby County, Alabama.
6. No conveyance is made to Grantee of any right in and to the 30' Multi-Purpose Easement adjacent to the southwest line of the Property from Lot 1 of Key Pointe Subdivision to Lot 3 of Key Pointe Subdivision.
7. Grantee consents to the construction of a directory board sign within the right-of-way of Key Drive for the benefit of all occupants of real estate within Key Pointe Subdivision, provided that such sign does not exceed five (5) feet in height, five (5) feet in width and one (1) foot in depth.

EXHIBIT "B"

SPECIFICATIONS FOR DRIVEWAY ON RESERVED EASEMENT AREA

The driveway within the Reserved Easement Area shall be constructed with an eight-inch (8") gravel base, a one and one-half inch (1-1/2") sub-base and a one and one-half inch (1-1/2") asphalt topping, together with Grantee's customary curb and gutter.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 APR 11 AM 10:05

Thomas H. Snowdon, Jr.
JUDGE OF PROBATE

1. Dead Tax \$ 508.00
2. Mig Tax
3. Recording Fee 17.50
4. Indexing Fee 2.00
TOTAL 527.50