

80

Send Tax Notice To:  
Compass Bank  
15 South 20<sup>th</sup> Street  
Birmingham, Alabama 35233  
Attn: Mr. Steven L. Kirkpatrick

STATE OF ALABAMA )

SHELBY COUNTY )

**STATUTORY WARRANTY DEED**

THIS IS A STATUTORY WARRANTY DEED executed and delivered by **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company hereinafter referred to as the "Grantor", to **COMPASS BANK**, an Alabama banking corporation (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten Dollars and 00/100ths Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the Grantor does by these presents, grant, bargain, sell and convey unto the Grantee, the real estate described in Exhibit "A" attached hereto and situated in Shelby County, Alabama (the "Property");

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said Property.

This conveyance is subject to the permitted exceptions set forth on Exhibit "B" and the restrictive uses set forth on Exhibit "C".

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its heirs, successors and assigns, will warrant and defend the above described Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Lawyer's Title

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed on this 26<sup>th</sup> day of August, 2003.

**SELLER:**

**AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company

By: AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company,  
Its Sole Member

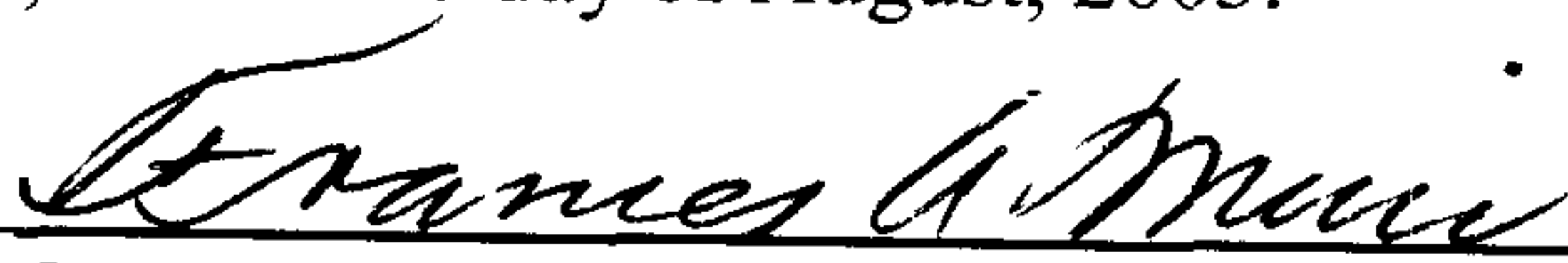
By:   
W. Ernest Moss, Executive Vice President

STATE OF ALABAMA      )

SHELBY COUNTY         )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that W. Ernest Moss, whose name as Executive Vice President of AIG Baker Shopping Center Properties, L.L.C., sole member of AIG Baker Brookstone, L.L.C., a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 26 day of August, 2003.

  
Notary Public  
My Commission Expires: 6-23-05

**THIS INSTRUMENT PREPARED BY:**

W. Ernest Moss, Esq.  
AIG Baker Shopping Center Properties, L.L.C.  
1701 Lee Branch Lane  
Birmingham, Alabama 35242

## **EXHIBIT "A"**

### **Legal Description of the Property**

Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH", as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 31, Pages 130A & B.

## **EXHIBIT "B"**

### **Permitted Exceptions**

1. Taxes due and payable subsequent to October 1, 2003.
2. Right-of-way granted Alabama Power Company recorded in Deed Book 109, page 496 and Deed Book 185, page 132 all recorded with the Judge of Probate of Shelby County, Alabama.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Deed Book 247, page 709; Deed Book 259, page 350 and Deed Book 331, page 262.
4. Right-of-way granted Alabama Power Company recorded in Deed Book 109, page 49, recorded with the Judge of Probate of Shelby County, Alabama
5. Notes, conditions, building lines, landscape buffers and easements as shown on Map Book 31, Page 17, Map Book 31 Pages 43A & B and Map Book 31, Pages 130A & B.
6. Conditions and restrictions as described in that certain Memorandum of Lease by and between AIG Baker Brookstone, L.L.C. and Publix of Alabama, L.L.C. as recorded in the Office of the Judge of Probate of Shelby County Alabama under Instrument Number 20020729000351020 and amended by that certain First Amendment to Memorandum of Lease recorded in the Office of the Judge of Probate of Shelby County Alabama under Instrument Number 20020826000405690.
7. Condition and restrictions contained in that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions as recorded in the Office of the Judge of Probate of Shelby County Alabama under Instrument Number 20030701000412990.



## EXHIBIT C

### RESTRICTIVE USES

A. For so long as Academy Sports, its successors or assigns is operating a retail store in its premises in The Village at Lee Branch Shopping Center selling sporting goods or sports apparel, sports footwear and related accessories, no portion of the Property may be sold, leased, occupied or used for any of the following prohibited uses or operations that produce or are accompanied by the following characteristics:

(i) any bowling alley; (ii) any arcade; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption; (iv) any health club, spa or gymnasium; (v) any night club or discotheque; (vi) any second hand store; (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of dumpsters located in the rear of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation, (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer); (xi) any automobile, truck, trailer or R.V. sales, leasing, display or repair; (xii) any skating rink; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital, animal raising facilities or pet shop (except that this prohibition only prohibits a pet shop if it is adjacent to the Academy premises); (xv) any mortuary; (xvi) any pawn shop; (xvii) any bingo club; (xviii) any auction house; (xix) any flea market; (xx) any movie theater (except that such use shall be permitted in Phase II); (xxi) establishment selling or exhibiting pornographic materials; (xxii) any restaurant, other than (v) a single restaurant in excess of 7,000 square feet of space in the aggregate and which has alcoholic beverage sales in excess of fifteen percent (15%) of such restaurant's gross sales); or (xxiii) any use which is a public or private nuisance.

B. For so long as Academy Sports, its successors or assigns is operating a retail store in its premises in The Village at Lee Branch Shopping Center selling sporting goods or sports apparel, sports footwear and related accessories, no portion of the Property may be sold, leased, occupied or used as a store in the business of selling sporting goods or sports apparel, sports footwear and related accessories (it being understood and agreed that the incidental retail sale of sports footwear by a store primarily in the business of selling shoes or the incidental retail sale of sportswear by a store primarily in the business of selling apparel shall not violate this exclusive right, by example and not limitation, T. J. Maxx and Ross Stores shall not be businesses which violate this exclusive). Additionally, a family shoe store (such as Famous Footwear and Rack Room Shoes) shall be permitted to sell sports footwear, provided that [and notwithstanding the last sentence of this paragraph] such stores incidental sales of sports footwear constitute less than twenty percent (20%) of such operator's or tenant's gross sales and less than 1,250 square feet of display area inclusive of allocable aisle space. The incidental sale of such items in connection with the overall business of another operator or tenant shall not be deemed a violation of this paragraph. As used herein, "incidental sale" shall mean less than five percent (5%) of such operator's or tenant's gross sales and less than five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space).