


Shelby County, AL 08/21/2008  
State of Alabama  
Deed Tax: \$1100.00

  
20080821000338010 1/7 \$1129.00  
Shelby Cnty Judge of Probate, AL  
08/21/2008 03:53:48PM FILED/CERT

Send Tax Notice To:

Attn: \_\_\_\_\_

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**STATUTORY WARRANTY DEED**

\$1,100,000.<sup>00</sup>

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 **COVENANT BANK** (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");

This conveyance is subject to the exceptions set forth on Exhibit "B".

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.

Grantor hereby retains a perpetual, exclusive easement for the purpose of the installation and maintenance of a pylon sign ("Pylon Sign") in the area legally described on the attached Exhibit D and delineated on the attached Exhibit E (the "Sign Easement"). Grantee shall attempt to obtain approval from the City of Hoover for a free-standing sign for its use of the Property as a banking operation; however, if such free-standing sign is not granted to Grantee, Grantor shall allow Buyer to utilize a sign panel on Grantor's Pylon Sign if such Pylon Sign is installed by Grantor.

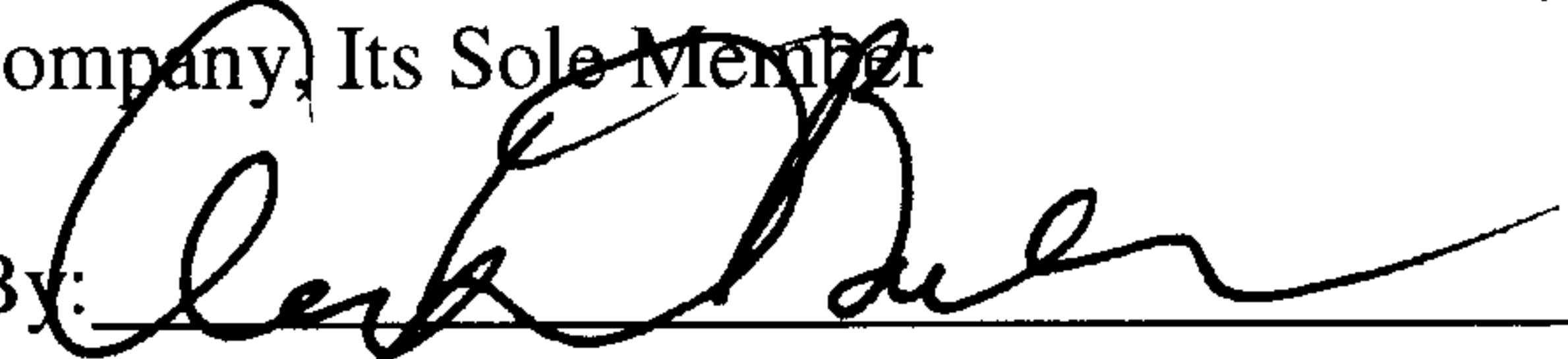
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IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed on this 20<sup>th</sup> day of August, 2008.

**GRANTOR:**

**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:   
Alex D. Baker, President

STATE OF ALABAMA     )  
SHELBY COUNTY         )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Alex D. Baker, whose name as 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 20<sup>th</sup> day of August, 2008.



Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: **Mar 3, 2012**  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**THIS INSTRUMENT PREPARED BY:**

Amy E. McMullen, Esq.  
AIG Baker Shopping Center Properties, L.L.C.  
1701 Lee Branch Lane  
Birmingham, Alabama 35242




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**EXHIBIT A**

**Legal Description of Property**

Lot 1, according to the survey of The Village at Lee Branch, Sector 2 as recorded in Map Book 33, Page 3 in the Probate Office of Shelby County, Alabama.

  
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## **EXHIBIT B**

### **Permitted Exceptions**

1. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
2. General and special taxes or assessments for **2008** and subsequent years not yet due and payable.
3. Any facts, rights, interests or claims that are not shown by public records but that could be ascertained by an inspection of the Property.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property and not shown by the public records.
5. Easements or other matters of record and any and all easements, notes, conditions and building line as shown on recorded map.
6. All zoning and building laws, building lines, building set backs, local ordinances, rules or regulations applicable to the Property.
7. The Prohibited Uses set forth in Exhibit C.
8. The Sign Easement shown on Exhibit D attached hereto.



## **EXHIBIT C**

### **Prohibited Uses**

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:

1. any activity which constitutes a public or private nuisance or which generates excessive noise, litter, dust, dirt or odor;
2. any unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks);
3. warehouse operation, or any assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
4. trailer court, mobile home park, lot for sale of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising (other than pet shops); and
5. dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from authorized uses and, in such latter event, only if handled in a reasonably clean and sanitary manner.
6. laundromat, veterinarian, or veterinary hospital;
7. game room or arcade;
8. funeral establishment, mortuary or similar service;
9. auction or bankruptcy sale, except per order of court;
10. pawn shop;
11. outdoor circus or other outdoor entertainment use;
12. outdoor meetings, meeting hall or other place of assembly;
13. operation of "elephant trains" or similar transportation devices;
14. flea market, flea circus, surplus store or other operation for the sale of used goods;
15. shooting gallery or gun range;
16. employment agency;
17. bar serving alcoholic beverages (except as an incident to a full service and full kitchen restaurant operation), nightclub, discotheque or dance hall;
18. massage parlor;
19. off-track betting establishment;
20. residential purposes
21. a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," gymnasium, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, facility for the sale, display, leasing or repair of motor vehicles, night club, adult products, adult books or adult audio/video products (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under seventeen (17) years old because such inventory explicitly deals with or depicts human sexuality).

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## EXHIBIT D

### Sign Easement Legal Description

STATE OF ALABAMA  
SHELBY COUNTY

A parcel of land situated in the S.E. 1/4 of the N.E. 1/4 of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being a portion of Lot 1 of "THE VILLAGE AT LEE BRANCH, SECTOR 2" as recorded in Map Book 33, Page 3 in the Office of the Judge of Probate, Shelby County, Alabama and being more particularly described as follow:

Commence at the N.W. corner of said Lot 1 of "THE VILLAGE AT LEE BRANCH, SECTOR 2", said corner being located on the Southeasterly right of way margin of Alabama Highway #119 and being the **POINT OF BEGINNING**; thence proceed S 45°09'43" W along said Southeasterly right of way margin of Alabama Highway #119 a distance of 24.60 feet to a point; thence leaving said Southeasterly right of way margin of Alabama Highway #119, proceed S 46°33'25" E a distance of 75.00 feet to a point; thence proceed N 45°09'43" E a distance of 70.00 feet to a point on the Southwesterly right of way margin of Doug Baker Boulevard; thence proceed N 46°33'25" W along said Southwesterly right of way margin of Doug Baker Boulevard a distance of 24.37 feet to a point at the beginning of a right of way flair to the left; thence proceed N 87°40'18" W along said flair of right of way of Doug Baker Boulevard a distance of 69.01 feet to the **POINT OF BEGINNING**;

Containing 0.094 acres more or less or approximately 4,098 square feet.





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## EXHIBIT E

### Sign Easement Delineation

