

20081029000420930 1/2 \$2026.00
Shelby Cnty Judge of Probate, AL
10/29/2008 12:46:28PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

Shelby County, AL 10/29/2008
State of Alabama

Deed Tax: \$2012.00

SEND TAX NOTICE TO:

LAG Investments, LLC, a Delaware limited liability company

3480 Zalsten Avenue

Hillsborough, CA 94010

STATUTORY
WARRANTY DEED

THE STATE OF ALABAMA)

:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of Four Million One Hundred Thousand and No/100 (\$4,100,000.00) DOLLARS, in hand paid to the undersigned, CSA Properties, Inc., an Alabama corporation, (hereinafter referred to as "GRANTOR"), by LAG Investments, LLC, a Delaware limited liability company, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 5, according to the survey of Pelham Town Center as recorded on November 30, 2007 at Map Book 39, Page 69, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the benefits of that certain Declaration of Easements, Covenants, Conditions and Restrictions dated February 29, 2008 by and between SAC, LLC, CSA Properties, Inc. and Alabama CVS Pharmacy, L.L.C., duly recorded in the Probate Office of Shelby County, Alabama as Instrument No. 20080306000091940.

ALSO

TOGETHER WITH the right and easement to use and enjoy and have access to the Encroachments as defined in and as set forth in that certain Easement Agreement dated October 17, 2008 by and between SAC, LLC and CSA Properties, Inc., duly recorded in the Probate Office of Shelby County, Alabama as Instrument No. 20081021000412720, subject to the terms and conditions contained therein.

SUBJECT TO:

1. Ad valorem taxes for the year, 2009, not yet due and payable.
2. Memorandum of Lease dated 1/17/2008, by and between CSA Properties, an Alabama corporation and Alabama CVS Pharmacy, L.L.C., an Alabama limited liability company, filed for record 3/6/2008, recorded in Instrument 20080306000091950 in the Probate Office of Shelby County, Alabama.
3. Right of Way granted to Alabama Power Company by instrument recorded in Volume 126, Page 299 in the Probate Office of Shelby County, Alabama.
4. Right of Way to the State of Alabama, recorded in Volume 300, Page 708, in the Probate Office of Shelby County, Alabama.

5. Easement to the City of Pelham, as recorded in Instrument 1999-12465; Instrument 1999-18781 and Instrument 1999-18782, in the Probate Office of Shelby County, Alabama.
6. Sanitary Sewer Easement and beneficial parcel recorded in Instrument 1999-12466, in the Probate Office of Shelby County, Alabama.
7. Easement, Joint use and Maintenance Agreement, as recorded in Instrument 20040610000314520, in the Probate Office of Shelby County, Alabama.
8. Declaration of Utility Easement, as recorded in Instrument 20040610000314500, in the Probate Office of Shelby County, Alabama.
9. Covenants, Conditions, Restrictions and Easements regarding Alabama Power Company, recorded in Instrument 20080306000091940 in th Probate Office of Shelby County, Alabama.
10. Right of Way granted to Alabama Power Company by instrument recorded in Instrument 20080501000178170 in the Probate Office of Shelby County, Alabama.
11. The following matters of survey as delineated on the survey of Patrick H. Haggard with Sain Associates, Inc. date 10/3/2008: a) Encroachment of concrete island over and onto North property line; and b) Encroachment of parking and curbing into 20 foot utility easement.

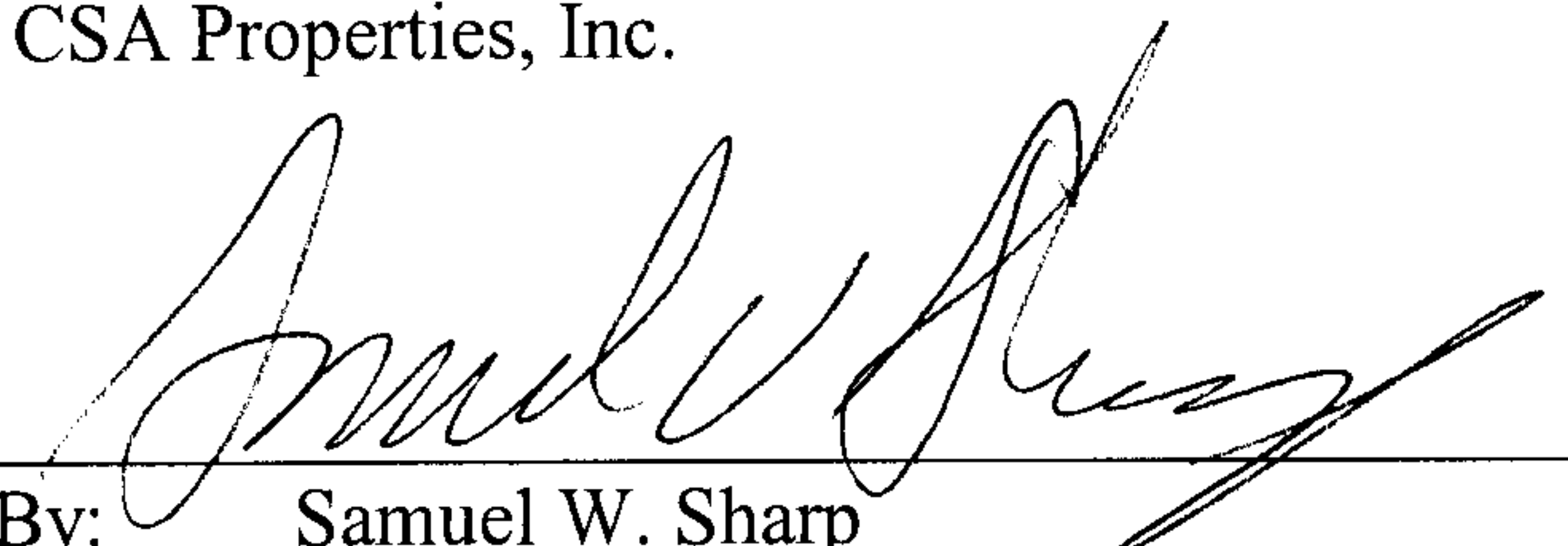
★ \$2,088,000.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

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

GRANTOR makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the GRANTOR has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the GRANTOR.

IN WITNESS WHEREOF, the said CSA Properties, Inc., by its President, whose name is Samuel W. Sharp, is authorized to execute this conveyance, has hereto set his signature and seal, this 28 day of October, 2008.

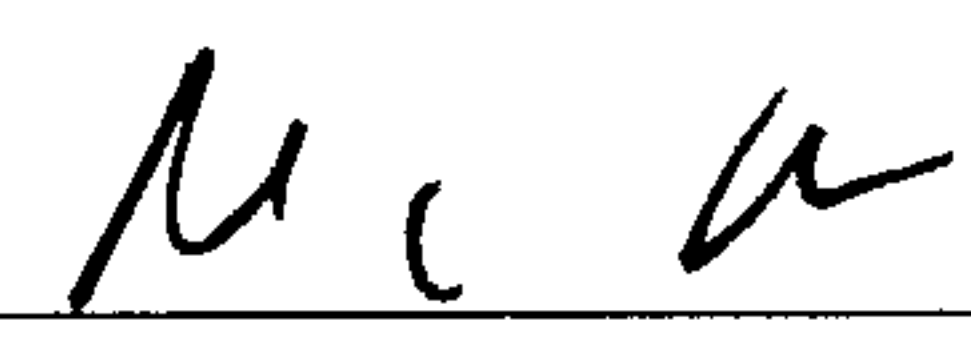
CSA Properties, Inc.


By: Samuel W. Sharp (SEAL)
Its: President

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Samuel W. Sharp whose name as President of CSA Properties, Inc., an Alabama 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27 day of October, 2008.


NOTARY PUBLIC
My commission expires: 5-21-12