

STATE OF ALABAMA     )  
SHELBY COUNTY         )

Send tax notices to:  
Reynolds Oil Co.  
2028 Woodsorrel Drive  
Birmingham, Alabama 35244

**GENERAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of the sum of Eight Hundred Seventy Five Thousand and No/100 Dollars (\$875,000.00) and other good and valuable consideration in hand paid by **REYNOLDS OIL CO.**, a Georgia corporation (the "Grantee"), to **SCHULER PROPERTIES, LLC**, an Alabama limited liability company (the "Grantor"), receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee that certain real property lying and being situated in Shelby County, Alabama, as more particularly described as follows, together with all buildings, improvements, structures, fixtures and landscaping thereon (the "Property"):

Lot 9C, according to the Map of 280 Plaza, as recorded in Map Book 29, Page 138, in the Probate Office of Shelby County, Alabama, being a Resurvey of Lots 9A and 9B of a Resurvey of Lot 8A, Cahaba Park South and Lot 9, Cahaba Park South.


**TO HAVE AND TO HOLD** unto the Grantee, and the Grantee's successors and assigns, forever.

It is expressly understood and agreed that this General Warranty Deed is made subject to the limitations, restrictions and encumbrances set forth on **Exhibit A** attached hereto (collectively, the "Exceptions"):

And the Grantor, for the Grantor, and the Grantor's successors and assigns, covenants with the Grantee, and its successors and assigns, that the Grantor is lawfully seized in fee simple of said Property; that said Property is free from all encumbrances except for the Exceptions; that the Grantor has a good right to sell and convey the same as aforesaid; that the Grantor, and the Grantor's successors and assigns, shall warrant and defend the same to the Grantee, and its successors and assigns, forever against the lawful claims and demands of all persons other than persons claiming under the Exceptions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Shelby County, AL 02/20/2014  
State of Alabama  
Deed Tax: \$875.00

  
2014022000047270 1/4 \$898.00  
Shelby Cnty Judge of Probate, AL  
02/20/2014 01:35:58 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned Grantor has executed this General Warranty Deed as of the 19<sup>th</sup> day of February, 2014.

**GRANTOR:**

**SCHULER PROPERTIES, LLC**  
an Alabama limited liability company

By: [Signature]  
Name: William M Schuler Jr  
Its: MANAGER

STATE OF Alabama )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Schuler, whose name as Manager of Schuler Properties, LLC, an Alabama 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 said instrument, he/she, 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 19<sup>th</sup> day of February, 2014.

[Signature]  
Notary Public

AFFIX SEAL

My commission expires: August 13, 2016

This instrument was prepared by:  
A. Wade Cornelius, Esq.  
MIXON FIRM, LLC  
Two Perimeter Park South, Suite 430W  
Birmingham, Alabama 35243  
(205) 259-6633


  
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## **EXHIBIT A**

(Exceptions)

1. Taxes and assessments for the year 2014, and subsequent years.
2. Mineral and mining rights not owned by the Grantor.
3. Restrictive covenants appearing of record under Inst. No. 2001-39178.
4. Easement established across the entire Lot 9A as shown by record plat recorded in Map Book 13, Page 76.
5. Declaration of Protective Covenants and Agreements as recorded in Real Volume 37, Page 96 and amendments to Declaration of Protective Covenants and Agreements recorded in Real Volume 51, Page 996.
6. Reciprocal Easement Agreement as recorded in Real Volume 38, Page 59.
7. Restrictions, Covenants and Agreements between Investment Southeastern Ltd. And Kovach-Eddleman Properties and 280 Associates, Ltd., recorded in Real Volume 38, Page 71.
8. Covenants, Agreements and Restrictions as recorded in Real Volume 69, Page 393.
9. Easements/Right of ways granted to Alabama Power Company as recorded in Real Volume 67, Page 559.
10. Declaration of Easement as recorded in Real Volume 71, Page 925.
11. Declaration of Protective Covenants and Agreements for Cahaba Park South as recorded in Real Volume 71, Page 931.
12. Signage, Landscaping and other Covenants and Restrictions contained in August 12, 1985 letter to Shelby County Planning Commission from Horizon 280 Associates and approved by ISE, as incorporated by reference by deed from Investment Southeastern, Ltd. To Big Ben, Inc. and CLP Corporation recorded in Real Volume 241, Page 378.
13. Restrictive Covenants dated August 8, 1986 with respect to use of the property as a Budget Motel for the benefit of Lot 6 with respect to Lots 5, 7, 8, 9 and 10 as recorded in Real Volume 87, Page 644.
14. Non-exclusive easement for purpose of vehicular and pedestrian ingress and egress as set forth in easement agreement dated September 25, 1997 and recorded under Inst. No. 1997-32377.
15. A non-exclusive easement for maintenance operation and repair of sewer trunk lines, etc. as recorded in Real Volume 72, Page 1.
16. A non-exclusive easement to operate, repair and maintain sanitary sewer line, etc. as recorded in Real Volume 73, Page 986.
17. Easements, notes and conditions set forth on Map Book 9, Page 164; Map Book 13, Page 76 and Map Book 29, Page 138.
18. Sign for 280 Plaza situated in Southeast corner of subject property as shown on survey of Ray Weygand dated February 10, 2014.

  
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## Real Estate Sales Validation Form

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

Grantor's Name Schuler Properties, LLC  
Mailing Address 201 Cahaba Park Circle, Suite 400  
Birmingham, AL 35242

Grantee's Name Reynolds Oil Co.  
Mailing Address 2028 Woodsorrel Drive  
Birmingham, AL 35244

Property Address 201 Cahaba Park Circle  
Birmingham, AL 35242

Date of Sale 2/19/2014  
Total Purchase Price \$ 875,000

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 2/19/2014

Print William M Schuler Jr

☐ Unattested

Sign William M Schuler Jr

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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