

20151027000375110 1/7 \$2552.00
Shelby Cnty Judge of Probate, AL
10/27/2015 02:57:37 PM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Send Tax Notice to:
2700 Corporate Drive, LLC
5395 Emery Way, Suite 200
Hoover, Alabama 35244

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of **Twelve Million Six Hundred Thousand and No/100 Dollars (\$12,600,000.00)**, the amount of which can be verified by the sales contract between the parties hereto, and other good and valuable consideration to the Grantor herein, in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

LBP MEADOWBROOK, LLC,
a Delaware limited liability company,
having a mailing address of **6225 Smith Avenue, Suite B-100, Baltimore, Maryland 21209,**

(herein referred to as "Grantor"), does by these presents **GRANT, BARGAIN, SELL AND CONVEY** unto

2700 CORPORATE DRIVE, LLC,
an Alabama limited liability company,
having a mailing address of **5395 Emery Way, Suite 200, Hoover, Alabama 35244,**

(herein referred to as "Grantee"), the following described real property situated in Shelby County, Alabama (hereinafter referred to as the "Property"; the Property having a property address of **2700 Corporate Drive, Hoover, Alabama 35242**; Shelby County Parcel No 58-09-3-06-0-001-001.131), to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO FOR
LEGAL DESCRIPTION OF PROPERTY.**

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, improvements, hereditaments, tenements and 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 premises.

This conveyance is made subject to each of those matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, in fee simple forever.

Shelby County, AL 10/27/2015
State of Alabama
Deed Tax: \$2520.00

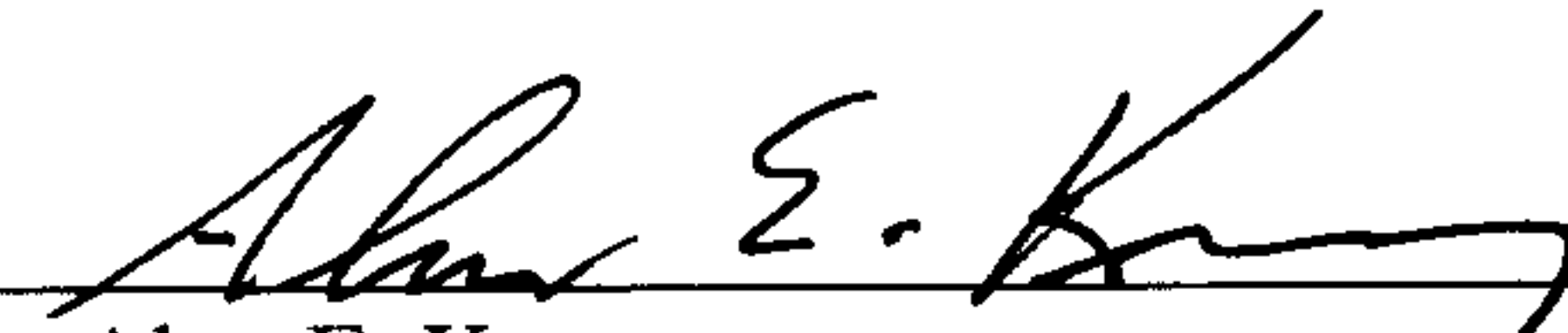
**\$10,080,000.00 OF THE CONSIDERATION TO THE GRANTOR WAS PAID
FROM THE PROCEEDS OF A MORTGAGE LOAN CLOSED
SIMULTANEOUSLY HEREWITH.**

IN WITNESS WHEREOF, the said Grantors have here set their hands and seals effective as of the 22nd day of October, 2015.

GRANTOR:

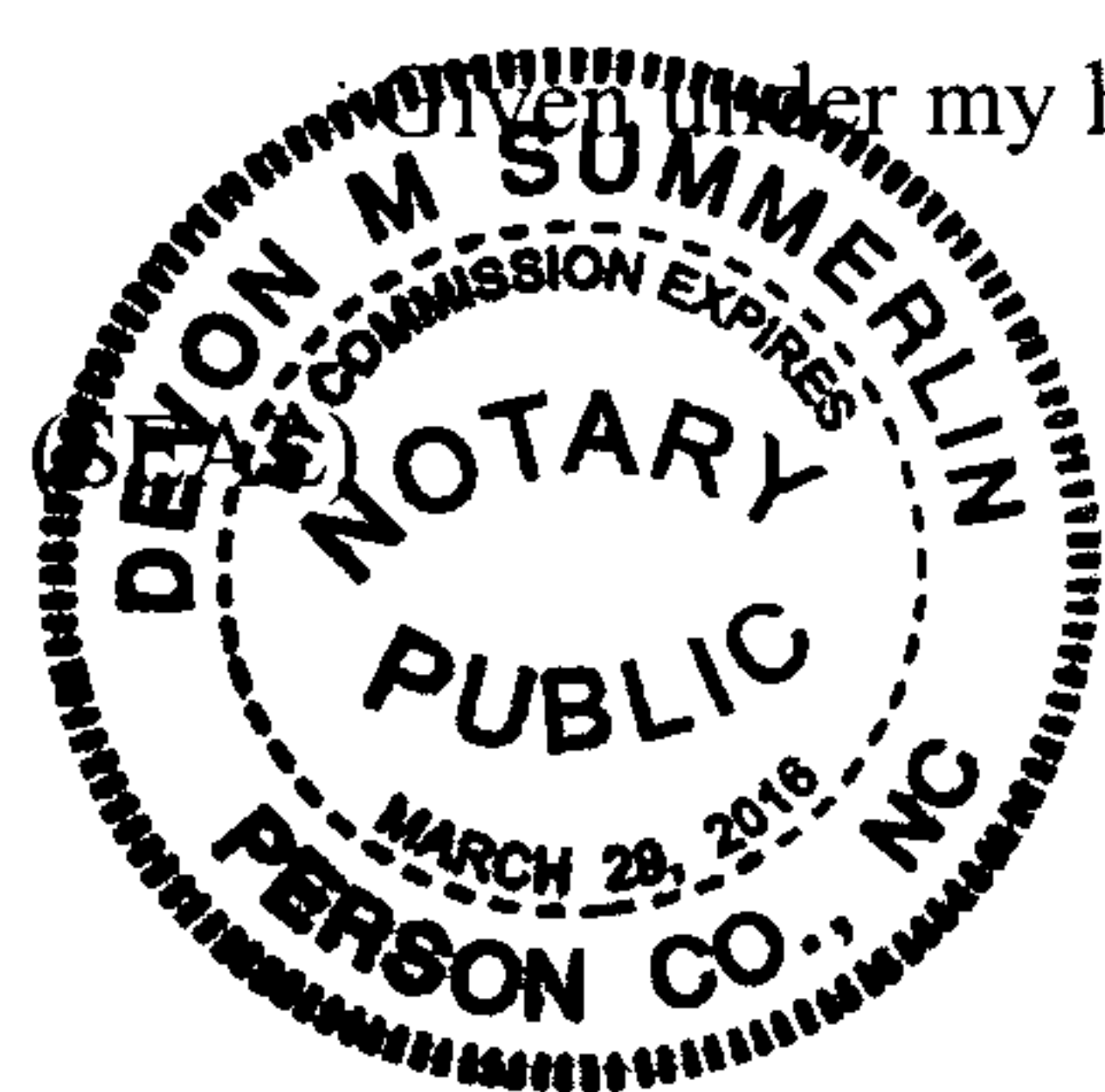
LBP MEADOWBROOK, LLC,
a Delaware limited liability company

By: LORD BALTIMORE CAPITAL CORPORATION,
a Delaware corporation,
its Manager

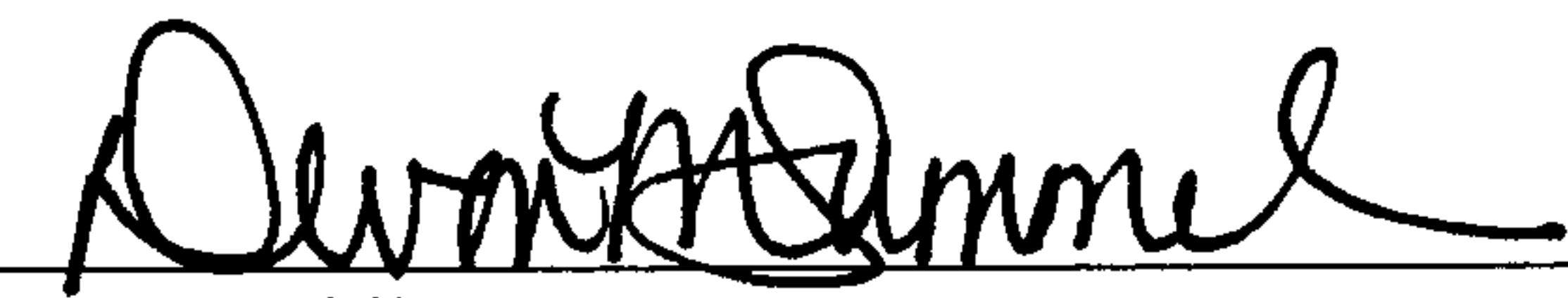
By: 
Name: Alan E. Kerry
Title: President, Real Estate Division

STATE OF North Carolina
COUNTY OF Brunswick

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan E. Kerry, whose name as President, Real Estate Division, of Lord Baltimore Capital Corporation, a Delaware corporation, the Manager of LBP Meadowbrook, LLC, a Delaware limited liability company, 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 said conveyance, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager of said limited liability company as aforesaid



Given under my hand and official seal this the 22 day of October, 2015.


Notary Public
My Commission Expires: 3/29/16

This Instrument Prepared By:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P. O. Box 55727
Birmingham, Alabama 35255-5727




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Exhibit "A"

Legal Description of Property


Lot 11-H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 4, as recorded in Map Book 24, Page 42 in the Office of the Judge of Probate of Shelby County, Alabama, as re-recorded as Lot 11-H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, Page 91A & B in the Office of the Judge of Probate of Shelby County, Alabama.



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Exhibit "B"

Permitted Exceptions


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1. Taxes or assessments for the year 2016 and subsequent years, not yet due and payable.
2. Unrecorded Lease by and between RGN - Birmingham III, LLC and LBP Meadowbrook, LLC dated January 30, 2013, covering the premises located at 2700 Meadowbrook (a/k/a 2700 Corporate Drive), Hoover, Alabama 35242.
3. Easement and Building Set Back Lines as shown on the Plat of Meadow Brook Corporate Park South, Phase II, Resurvey No. 4, dated July 10, 1998, as the same is recorded in Map Book 24, at Page 42 in the Office of the Judge of Probate of Shelby County, Alabama.
4. Easement and Building Set Back Lines as shown on the Plat of Meadow Brook Corporate Park South Phase II, Resurvey No. 8, dated April 12, 1999, as the same is recorded in Map Book 25, at Page 91A in the Office of the Judge of Probate of Shelby County, Alabama.
5. Easement and Building Set Back Lines as shown on the Plat of Meadow Brook Corporate Park South Phase II, Resurvey No. 8, dated April 12, 1999, as the same is recorded in Map Book 25, at Page 91B in the Office of the Judge of Probate of Shelby County, Alabama.
6. Resolution from Meadow Brook South 2700, et al. to the City of Hoover dated May 3, 1999, as the same is recorded on October 16, 2001, at Instrument No. 2001-44692 in the Office of the Judge of Probate of Shelby County, Alabama.
7. Agreement Concerning Electric Service to Meadow Brook by and between Alabama Power Company and Daniel International Corporation dated May 23, 1978, as the same is recorded on February 23, 1983, in Deed Book 48, at Page 880 in the Office of the Judge of Probate of Shelby County, Alabama.
8. Right of Way from Daniel U.S. Properties Limited Partnership to Alabama Power Company dated May 11, 1988, as the same is recorded on October 4, 1988, in Deed Book 207, at Page 348 in the Office of the Judge of Probate of Shelby County, Alabama.
9. Right of Way from Meadow Brook South 2500, LLC; Meadow Brook South 2700, LLC, and Daniel U.S. Properties Limited Partnership II to Alabama Power Company dated June 7, 1999, as the same is recorded on June 17, 1999, as Instrument No. 1999 25430 in the Office of the Judge of Probate of Shelby County, Alabama.
10. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated September 1, 1985, as the same is recorded on March 13, 1986, in RLPY Book 64, at Page 91 in the Office of the Judge of Probate of Shelby County, Alabama; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated April 1, 1986, as the same is recorded on October 16, 1986, as Instrument No. 95 826; as amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated July 22, 1987, as the same is recorded on July 23, 1987, in RLPY Book 141, at Page 784; as amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated March 28, 1988, as the same is recorded on March 29, 1988, in RLPY

Book 177, at Page 244; as amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated June 20, 1989, as the same is recorded on June 20, 1989, in RLPY Book 243, at Page 453; as amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated July 5, 1989, as the same is recorded on July 5, 1989, in RLPY Book 245, at Page 89; as amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated October 14, 1992, as the same is recorded on October 15, 1992, as Instrument No. 1992 23529; as amended by Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated January 31, 1995, as the same is recorded on February 3, 1995, as Instrument No. 1995 03028; as amended by Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated February 14, 1995, as the same is recorded on February 15, 1995, as Instrument No. 1995 04188; as amended by Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated February 20, 1996, as the same is recorded on February 20, 1996, as Instrument No. 1996 05491; as amended by Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated September 19, 1996, as the same is recorded on October 1, 1996, as Instrument No. 1996 32318; as amended by Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated September 18, 1997, as the same is recorded on September 18, 1997, as Instrument No. 1997 30077; as amended by Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated November 20, 1997, as the same is recorded on November 20, 1997, as Instrument No. 1997 37856; as amended by Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated February 19, 1998, as the same is recorded on February 19, 1998, as Instrument No. 1998 05588; as amended by Fourteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated October 21, 1998, as the same is recorded on October 26, 1998, as Instrument No. 1998 41655; as amended by Fifteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated November 20, 1998, as the same is recorded on November 20, 1998, as Instrument No. 1998 46243; as amended by Sixteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated January 21, 1999, as the same is recorded on January 21, 1999, as Instrument No. 1999 2935; as amended by Seventeenth Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated December 17, 2002, as the same is recorded on December 17, 2002, as Instrument No. 2002 1217000631360, all in the Office of the Judge of Probate of Shelby County, Alabama.

11. Permanent Easement Deed from Meadow Brook South 2700, LLC to Shelby County, Alabama, dated August 10, 2000, as the same is recorded on April 10, 2001, as Instrument No. 2001-13560 in the Office of the Judge of Probate of Shelby County, Alabama.
12. Reciprocal Easement Agreement by and between Meadow Brook South 2700, LLC and Wells Exchange-Meadow Brook Park Birmingham, LLC, a Georgia limited liability company, dated December 26, 2002, as the same is recorded on January 2, 2003, as Instrument No. 2003 10200000360 in the Office of the Judge of Probate of Shelby County, Alabama, and as also reflected on the Plat of Survey of "Lot 11-H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8" as prepared by Walter Schoel Engineering Company, Inc. dated June 8, 2006.
13. Matters disclosed by Plat of Survey of "Lot 11-H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8" as prepared by Walter Schoel Engineering Company, Inc. dated June 8, 2006, including, but not limited to, an apparent easement for underground telephone lines at a point on

the northwesterly right-of-way of Alabama Highway No. 119 running to the improvements located on said property

14. Unrecorded permit from Daniel International Corporation to Alabama Power Company dated September 29, 1978.
15. Rights of others in use of a road across the southerly portion of property as shown by a survey prepared by Walter Schoel Engineering Company, Inc. dated August 13, 1998, as revised November 24, 1998.
16. Rights of any tenants in possession under any unrecorded leases.


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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 LBP Meadowbrook, LLC
Mailing Address 6225 Smith Avenue, Suite B-100
Baltimore, MD 21209
Attn: Alan E. Kerry

Grantee's Name 2700 Corporate Drive, LLC
Mailing Address 2700 Corporate Drive
Birmingham, AL 35203

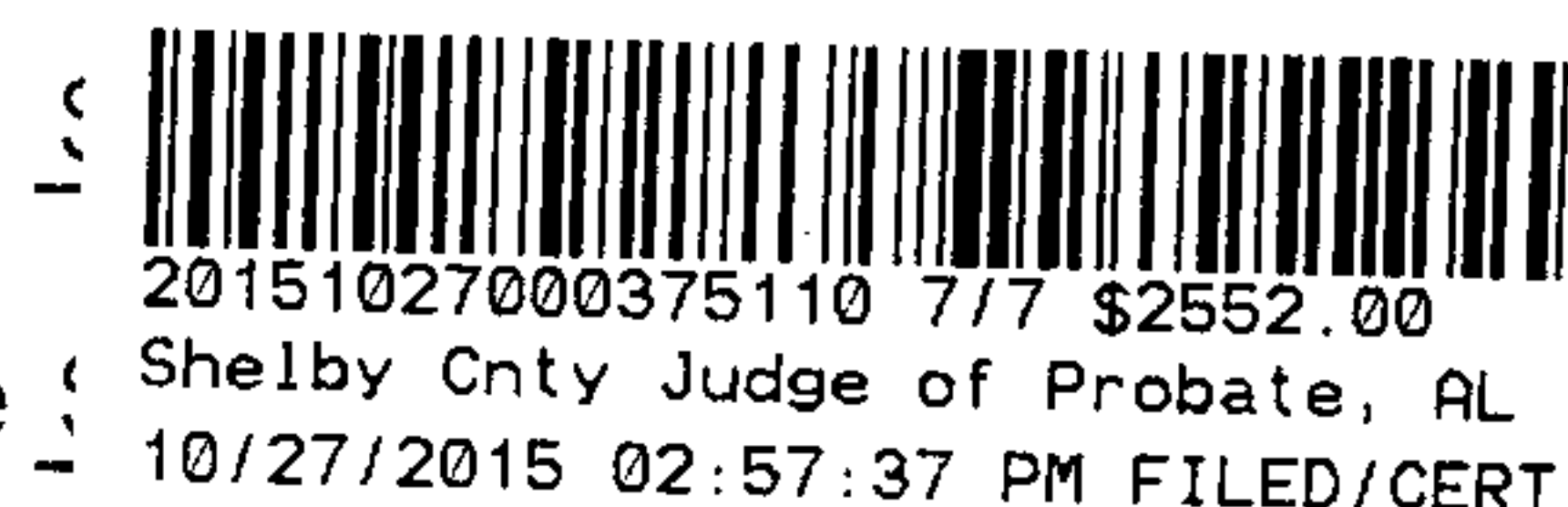
Property Address 2700 Corporate Drive
Birmingham, AL 35203

Date of Sale 10-27-2015

Total Purchase Price \$ 12,600,000

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

☐ Appraisal

☐ Sales Contract

☐ Other

☒ Closing Statement

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 10-27-2015

Print John D. Pickering

☒ Unattested

Sign

(Grantor/Grantee/Owner/Agent) circle one

(verified by)