
20151120000401750 1/8 \$36.00
Shelby Cnty Judge of Probate, AL
11/20/2015 02:03:43 PM FILED/CERT

Mail tax notice to:
Hilltop Montessori School
112 Olmsted Street
Birmingham, Alabama 35242
Attention: Michele Wilensky

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is made and entered into as of the 30 day of October, 2015 by **EBSCO DEVELOPMENT COMPANY, INC.**, an Alabama corporation ("Grantor"), in favor of **HILLTOP MONTESSORI SCHOOL, INC.**, an Alabama nonprofit corporation ("Grantee").

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00), the promises, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Grantor does by these presents GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.

2. Library and fire district dues and assessments for the current year and for all subsequent years thereafter.

3. All easements, restrictions, rights-of-way, reservations and other matters of record, including, specifically, but without limitation: (a) the Mt Laurel Master Deed Restrictions dated as of September 1, 2000 and recorded as Instrument #2000-35579 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of September 1, 2000 and recorded as Instrument #2000-36270 and re-recorded as Instrument # 2000-38859 in the Probate Office, Second Amendment thereto dated as of November 8, 2000 and recorded as Instrument #2000-38860 in the Probate Office, Third Amendment thereto dated as of January 31, 2001 and recorded as Instrument #2001-03681 in the Probate Office, Fourth Amendment thereto dated February 11, 2003 and recorded as Instrument #20030213-000091860 in the Probate Office, Fifth Amendment thereto dated February 28, 2003 and recorded as Instrument #20030327000184530 in the Probate Office, Sixth Amendment thereto dated March 19, 2003 and recorded as Instrument #20030327000184540 in the Probate Office, Seventh Amendment thereto dated May 20, 2003

and recorded as Instrument 20030527000327720 in the Probate Office, Eighth Amendment thereto dated April 13, 2004 and recorded as Instrument 20040413000191810 in the Probate Office, Ninth Amendment thereto dated June 22, 2004 and recorded as Instrument 20040623000340720 in the Probate Office, Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 in the Probate Office, Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 in the Probate Office, Twelfth Amendment thereto dated December 18, 2006 and recorded as Instrument 20061219000616320 in the Probate Office, Thirteenth Amendment thereto dated May 30, 2007 and recorded as Instrument 20071022000487350 in the Probate Office, Fourteenth Amendment thereto dated July 17, 2008 and recorded as Instrument 20080718000289820 in the Probate Office, Fifteenth Amendment thereto dated December 16, 2008 and recorded as Instrument 20081219000470230 in the Probate Office, Sixteenth Amendment thereto dated November 12, 2009 and recorded as Instrument 20091117000427120 in the Probate Office, Seventeenth Amendment thereto dated October 18, 20013 and recorded as Instrument 20131021000415550 in the Probate Office, Eighteenth Amendment thereto dated January 13, 2014 and recorded as Instrument 20140113000012710 in the Probate Office, Nineteenth Amendment thereof dated October 1, 2015 and recorded as Instrument 20151002000346630 in said Probate Office and Twentieth Amendment thereto dated as of the date hereof and recorded as Instrument 20151029000376880 in the Probate Office (collectively, the “Master Deed Restrictions”) and (b) the Mt Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000 and recorded as Instrument #2000-35580 in the Probate Office, as amended by First Amendment thereto dated as of September 1, 2000 and recorded as Instrument #2000-36270 and re-recorded as Instrument # 2000-38859 in the Probate Office, Second Amendment thereto dated as of November 8, 2000 and recorded as Instrument #2000-38860 in the Probate Office, Third Amendment thereto dated as of January 31, 2001 and recorded as Instrument #2001-03681 in the Probate Office, Fourth Amendment thereto dated February 11, 2003 and recorded as Instrument #20030213000091860 in the Probate Office, Fifth Amendment thereto dated July 28, 2003 and recorded as Instrument #20030327000184530 in the Probate Office, Sixth Amendment thereto dated March 19, 2003 and recorded as Instrument #20030327000184540 in the Probate Office, Seventh Amendment thereto dated May 20, 2003 and recorded as Instrument #20030527000327720 in the Probate Office, Eighth Amendment thereto dated April 13, 2004 and recorded as Instrument 20040413000191810 in the Probate Office, Ninth Amendment thereto dated June 22, 2004 and recorded as Instrument 20040623000340720 in the Probate Office, Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 in the Probate Office, Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 in the Probate Office Twelfth Amendment thereto dated December 18, 2006 and recorded as Instrument 20061219000616320 in the Probate Office, Thirteenth Amendment thereto dated May 30, 2007 and recorded as Instrument 20071022000487350 in the Probate Office, Fourteenth Amendment thereto dated July 17, 2008 and recorded as Instrument 20080718000289820 in the Probate Office Fifteenth Amendment thereto dated December 16, 2008 and recorded as Instrument 200812190004720230 in the Probate Office and Sixteenth Amendment thereto dated November 12, 2009 and recorded as Instrument 20091117000427120 in the Probate Office, Seventeenth Amendment thereto dated October 18, 20013 and recorded as Instrument 20131021000415550 in the Probate Office, Eighteenth Amendment thereto dated January 13, 2014 and recorded as Instrument 20140113000012710 in the Probate Office and Nineteenth Amendment thereof dated

October 1, 2015 and recorded as Instrument 20151002000346630 in said Probate Office and Twentieth Amendment thereto dated as of the date hereof and recorded as Instrument 20151029000376880 in the Probate Office (collectively, the "Declaration"). The Master Deed Restrictions and Declaration have been ratified and confirmed pursuant to Ratification and Confirmation Agreement dated as of November 30, 2000 and recorded as Instrument # 2000-41410 in the Probate Office. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

4. The Mt Laurel Rules and Regulations, as defined in the Declaration, which are available from the Association, as the same may be amended from time to time.

5. The terms, provisions, requirements and regulations set forth in the Mt Laurel Design Code, copies of which are available from the Mt Laurel Design Review Board, as the same may be modified and amended from time to time.

6. Mining and mineral rights not owned by Grantor.

7. That certain Repurchase Option dated as of January 4, 2006 between Grantor and Grantee and recorded as Instrument 20060205000007320 in the Probate Office, as amended by First Amendment thereto dated September 8, 2008 and recorded as Instrument 20082020000401660 in the Probate Office, and as further amended by Second Amendment thereto dated as of the date hereof and recorded contemporaneously herewith in the Probate Office.

10. The use restrictions and disclaimer of warranties set forth below in this Deed.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and its successors and assigns, that:

1. **Use Restrictions.**

(a) The Property shall at all times be used solely for the purposes of operating a school (either secular or non-secular), library, museum, church, day-care facility or any other institutional uses or purposes which may be approved by Grantor in its sole and absolute discretion. Furthermore, in addition to the foregoing, the following restrictions shall be applicable to the Property:

(i) No trailers, modular units or similar facilities will be used, placed, operated or maintained on the Property, except for (1) temporary construction trailers which may be utilized during the initial construction of any improvements on the Property or during the repair or reconstruction of any improvements on the Property following any casualty and (2) temporary class rooms for use by students during any period of time that any school situated on the Property is being repaired or reconstructed following any casualty; and

(ii) All improvements of any nature to be made to the Property must be approved in the manner set forth in the Master Deed Restrictions and Declaration.

(b) The foregoing use restrictions shall be binding upon Grantee and its successors and assigns and may not be modified or amended in any respect without the prior written consent of Grantor and the then owner of the Property.

2. **No Warranty by Grantor Concerning Condition of Property.**

(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property and all improvements thereto as Grantee, in his sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all improvements thereto and all other aspects of the Property.

(b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property.

(c) Grantee, for itself and its successors and assigns, does hereby accept the Property and all improvements thereto in its AS IS, WHERE IS, WITH ALL FAULTS" condition.

(d) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding (i) the physical condition of the Property or any improvements thereto, (ii) the structural integrity of any improvements situated on the Property, (iii) the suitability or fitness of the Property or any improvements thereto for any intended or specific use, (iv) any matters which would be disclosed by a current and accurate survey of the Property or (v) whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde, polychlorinated biphenyls and "black mold" or similar bacterial substances), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property or any improvements thereto.

(e) Grantee does, for itself and its successors and assigns, hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, shareholders, affiliates, and subsidiaries and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future physical condition of the Property and any improvements thereto, whether known or unknown, and any past, present or future soil, surface and subsurface

condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries thereof.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

EBSCO DEVELOPMENT COMPANY,
INC., an Alabama corporation

By: John O. Freeman Sr.
Printed Name: John O. Freeman Sr.
Title: Vice President of EBSCO Dev. Co.

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John O. Freeman Sr., whose name as Vice President of EBSCO of EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of October, 2015.

[NOTARIAL SEAL]

Della Pender
Notary Public
My Commission Expires: 6/16/2018

NO CERTIFICATION MADE TO TITLE:

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203



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EXHIBIT A

Legal Description of Property


Lot 1-04C, according to the Final Plat of The Private Subdivision of Mt. Laurel—Phase I, Block 1—Sector 2, as recorded in Map Book 45, Page 34 in the Office of the Judge of Probate of Shelby County, Alabama



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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	EBSCO Development Company, Inc.	Grantee's Name	Hilltop Montessori School, Inc.
Mailing Address	5 Mt. Laurel Avenue Birmingham, AL 35242	Mailing Address	6 Abbott Square Birmingham, AL 35242
Property Address	6 Abbot Square Birmingham, AL 35242	Date of Sale	November 19, 2015
		Total Purchase Price	\$615,000.00
		or	
		Actual Value	
		or	
		Assessor's Market Value	


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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)

<input type="checkbox"/> Bill of Sale	<input checked="" type="checkbox"/> Appraisal	
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other	
<input type="checkbox"/> 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 November 19, 2015


Print: Hilltop Montessori School, Inc.

X Unattested

(verified by)

Sign: Michelle S Wilensky
Grantor/Grantee/Owner/Agent (circle one)

Form RT-1


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