  
20151209000421670 1/9 \$3468.00  
Shelby Cnty Judge of Probate, AL  
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THIS INSTRUMENT PREPARED BY:  
Murphy McMillan, Esq.  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
420 North 20<sup>th</sup> Street, Suite 1400  
Birmingham, Alabama 35203-5202

STATE OF ALABAMA                    )  
  )  
COUNTY OF SHELBY                )

**SPECIAL WARRANTY DEED**

Rushmore Lee Branch, LLC, an Illinois limited liability company, as to an undivided 85.58% and Rushmore Lee Branch Sidecar, LLC, an Illinois limited liability company, as to an undivided 14.42% interest (together, "Grantor") for and in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) and other good and valuable consideration to it paid by Monarch at Lee Branch, LLC, a Delaware limited liability company ("Grantee"), whose mailing address is c/o Monarch Investments Group LLC, 4828 Ashford Dunwoody Road, Suite 400, Atlanta, Georgia 30338, the receipt and sufficiency of which are hereby acknowledged and confessed, grants to the Grantee the real estate described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all right, title and interest, if any, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").


This conveyance is given and accepted subject to the Permitted Exceptions set forth on Exhibit B attached hereto and to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Real Property (herein called the "Permitted Encumbrances"). Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Real Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming by, through or under Grantor.

For the same consideration, Grantor hereby quitclaims any interest of Grantor in (i) strips or gores, if any, between the Real Property and abutting properties, and (ii) any land lying in or under the

bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Real Property.

Grantor hereby warrants that the Property does not constitute the homestead of Grantor or Grantor's spouse, if any.

*(Remainder of page intentionally blank)*

  
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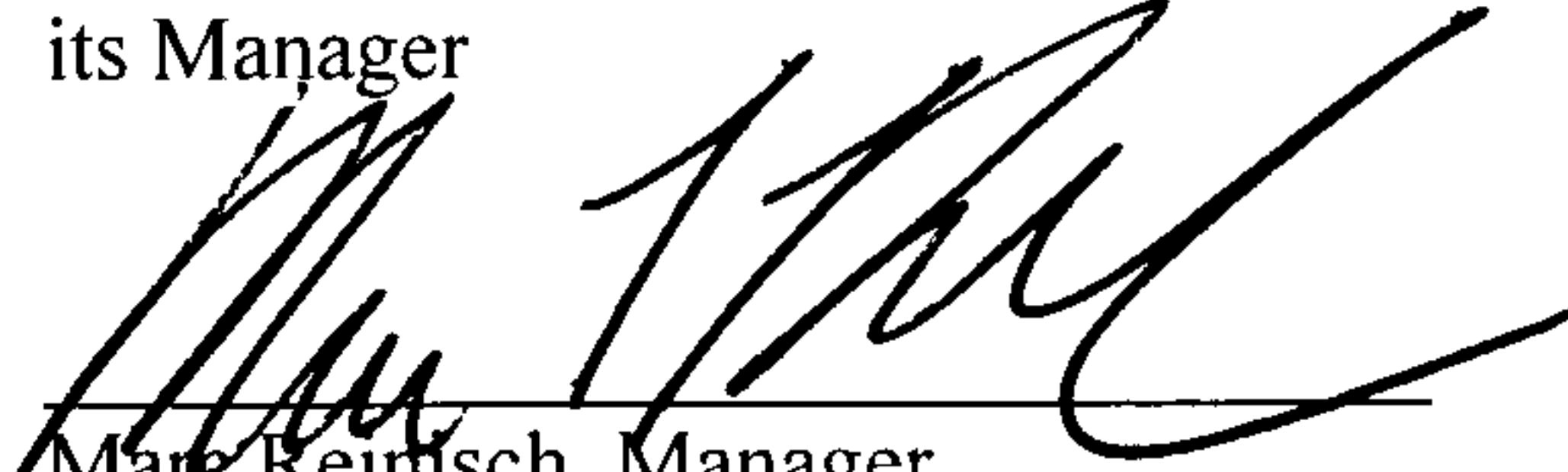
IN WITNESS WHEREOF, this Deed has been executed by Grantor effective as of November 17, 2015.


**GRANTOR:**

RUSHMORE LEE BRANCH, LLC,  
an Illinois limited liability company

By: Lee Branch Manager, LLC,  
an Illinois limited liability company,  
its Manager

By: Rushmore Opportunity, LLC,  
an Illinois limited liability company,  
its Manager

By:   
Marc Reinisch, Manager

  
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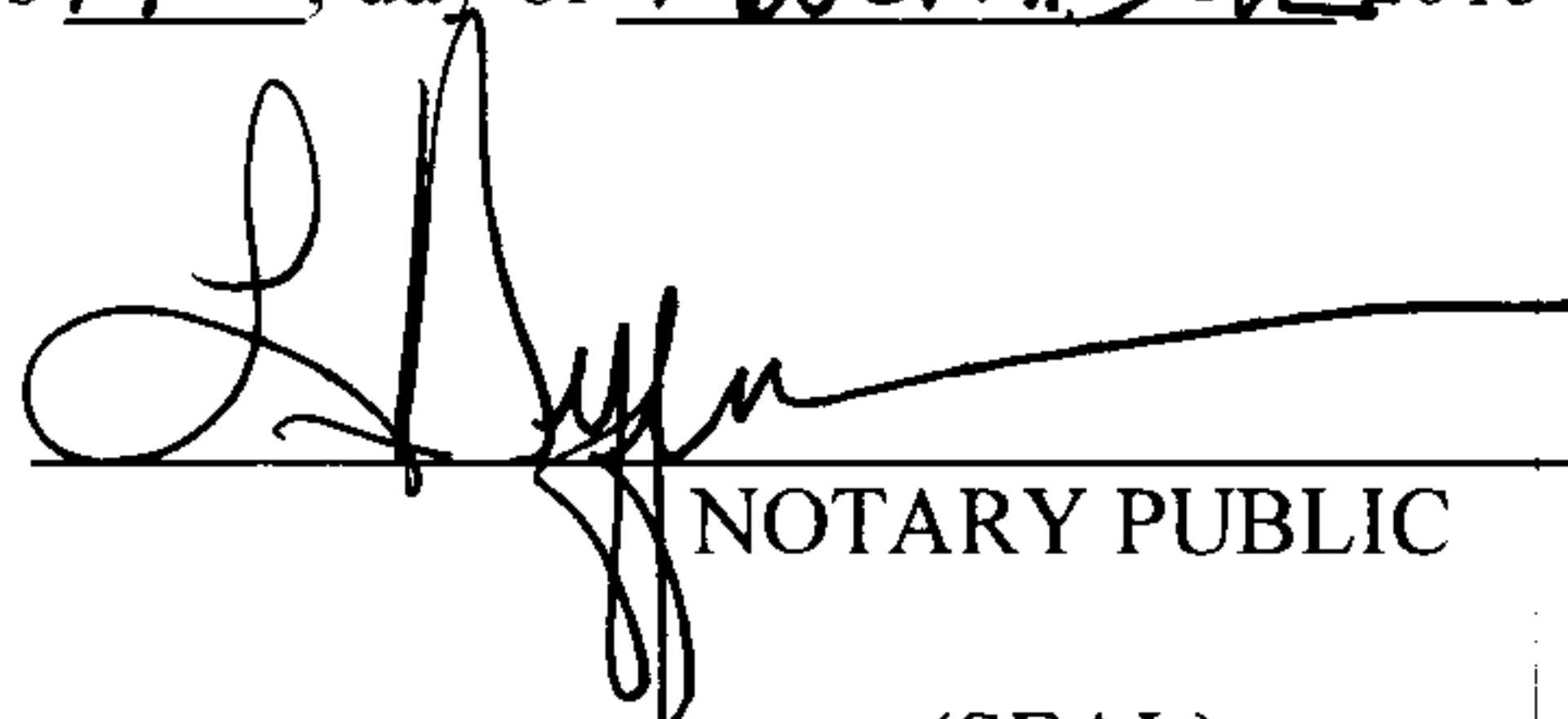
STATE OF ILLINOIS )

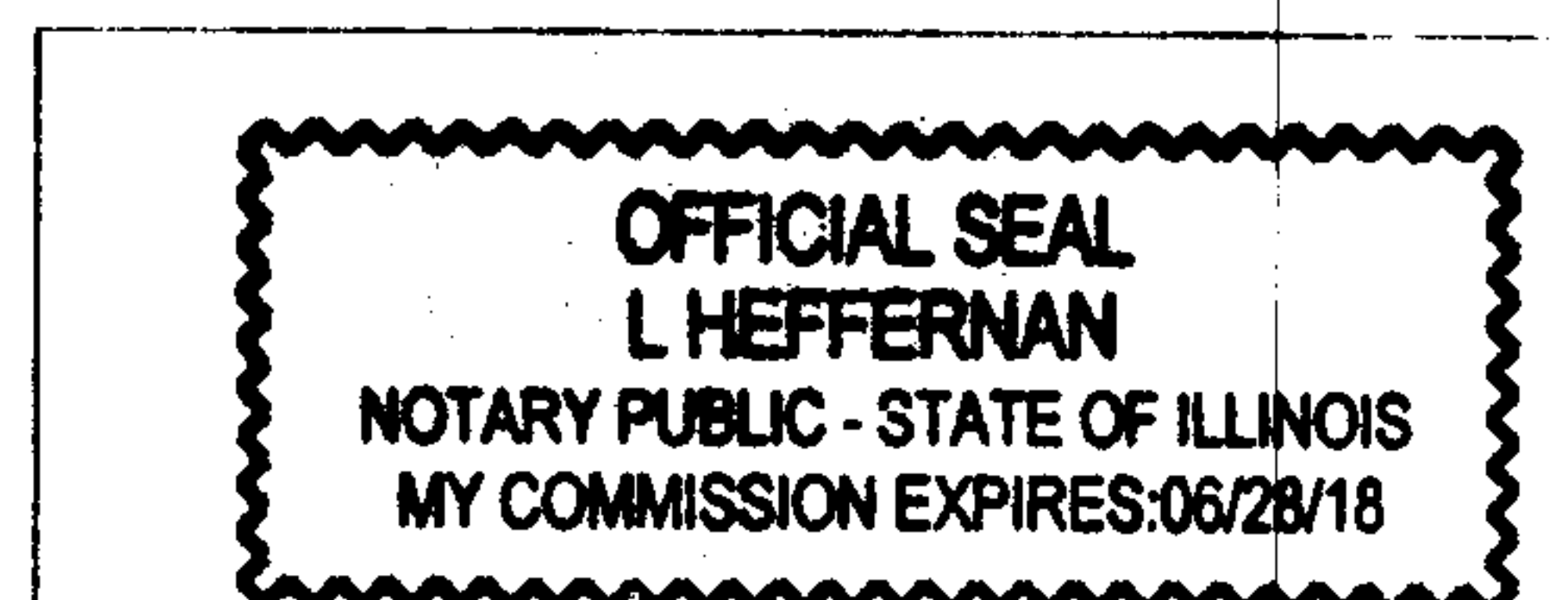
) ss.

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Marc Reinisch, whose name is signed to the foregoing conveyance, and who is known to me to be the Manager of Rushmore Opportunity, LLC, an Illinois limited liability company, the manager of Lee Branch Manager, LLC, an Illinois limited liability company, the manager of Rushmore Lee Branch, LLC, an Illinois limited liability company, acknowledged before me on this day that being informed of the contents of the conveyance, she/he, in her/his capacity as the Manager of Rushmore Opportunity, LLC, an Illinois limited liability company, the manager of Lee Branch Manager, LLC, an Illinois limited liability company, the manager of Rushmore Lee Branch, LLC, an Illinois limited liability company, and with full authority executed this instrument voluntarily for and as the act of said limited liability company on the day that bears the same date.

GIVEN under my hand and notarial seal, this 17<sup>th</sup>, day of November, 2015

  
NOTARY PUBLIC  
(SEAL)





RUSHMORE LEE BRANCH SIDECAR, LLC,  
a Delaware limited liability company

By:

  
Marc Reinisch, Manager


STATE OF ILLINOIS

)

) ss.

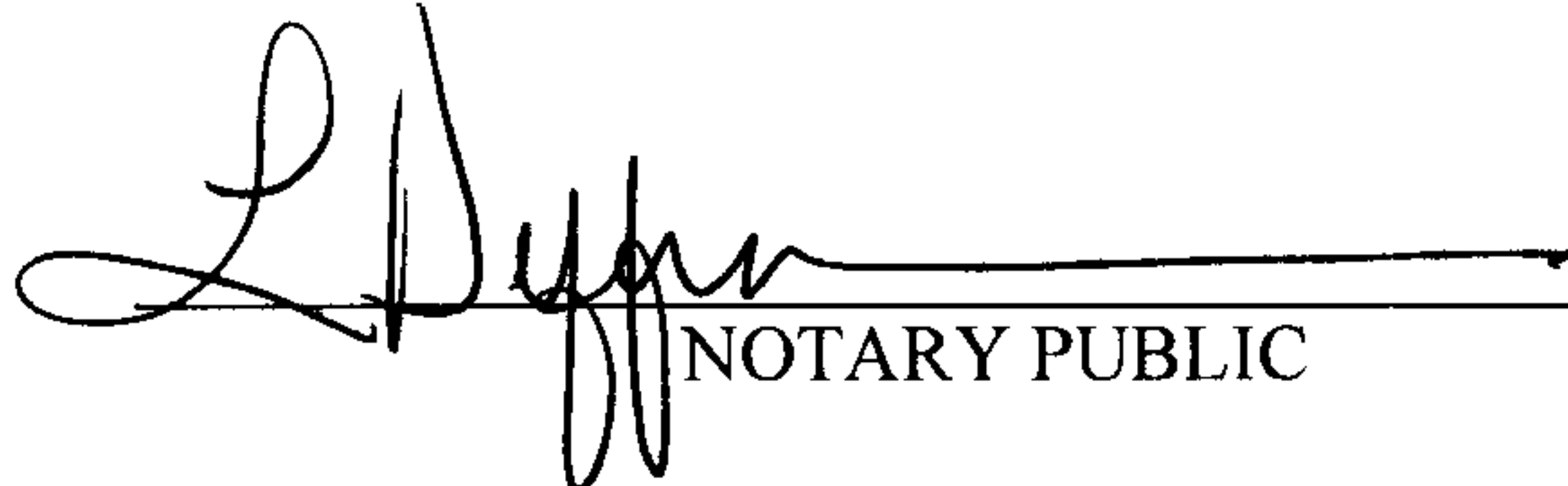
COUNTY OF COOK

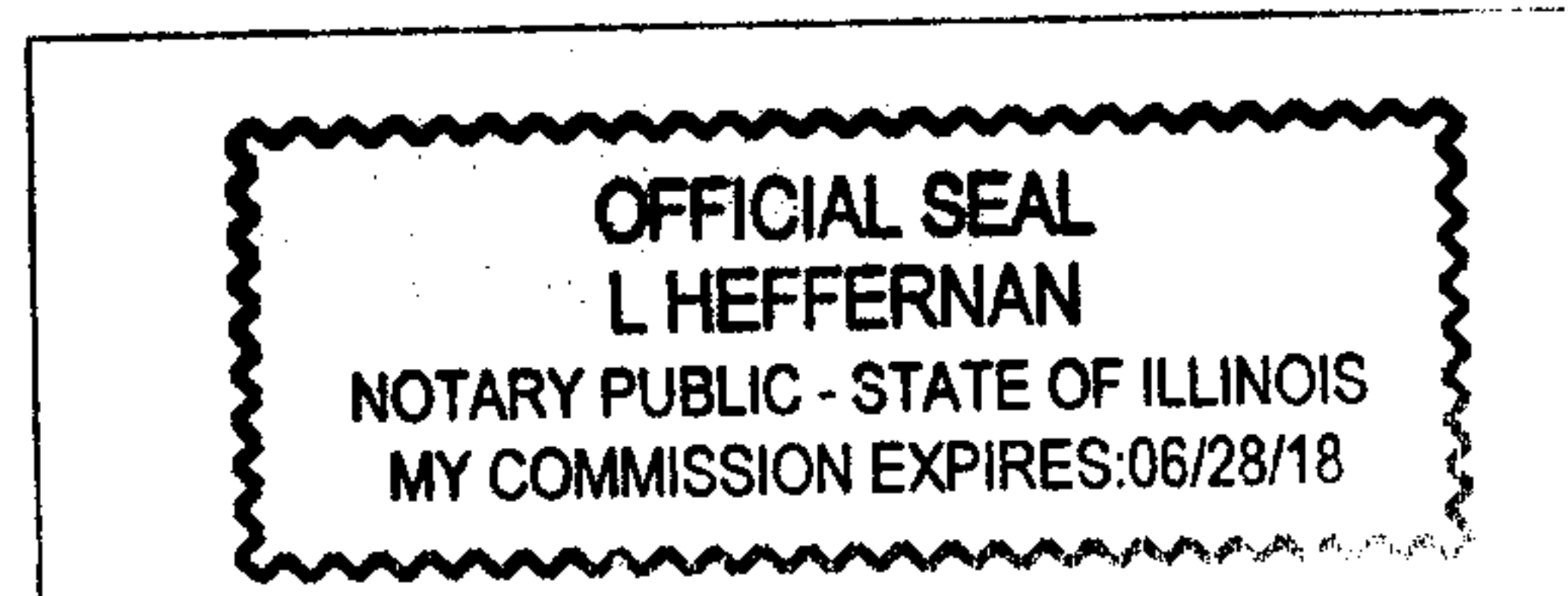
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I, the undersigned, a Notary Public in and for said State and County, hereby certify that Marc Reinisch, whose name is signed to the foregoing conveyance, and who is known to me to be a manager of Rushmore Lee Branch Sidecar, LLC, a Delaware limited liability company, acknowledged before me on this day that being informed of the contents of the conveyance, she/he, in her/his capacity as a manager of Rushmore Lee Branch Sidecar, LLC, a Delaware limited liability company and with full authority executed this instrument voluntarily for and as the act of said limited liability company on the day that bears the same date.

GIVEN under my hand and notarial seal, this 17<sup>th</sup>, day of November 2015

  
NOTARY PUBLIC  
(SEAL)



**Exhibit A**  
**Legal Description**

  
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**PARCEL 1:**

LOT 1B, ACCORDING TO THE SURVEY OF A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH AS RECORDED IN MAP BOOK 31, PAGE 130A AND 130B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1-REVISION 1.

**PARCEL 2:**

Lots 1A, 1B, 1C and 1D according to the Resurvey of Lot 1 of the Village at Lee Branch, Sector 1, Phase 2, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 43, Page 66.


LOTS 7 AND 8, ACCORDING TO THE SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF LOT 5A OF THE VILLAGE AT LEE BRANCH SECTOR 1-REVISION 1.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AIG BAKER BROOKSTONE, L.L.C., AND COMPASS BANK, DATED AUGUST 26, 2003, FILED FOR RECORD AUGUST 27, 2003 AT 10:47 A.M., RECORDED AS INSTRUMENT NUMBER: 20030827000569990 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



**Exhibit B**  
**Permitted Exceptions**

  
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1. AD VALOREM TAXES FOR 2016, WHICH ARE NOT DUE AND PAYABLE UNTIL 10/1/16 AND DELINQUENT IF PAID AFTER 12/31/16, AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE.
2. MEMORANDUM OF LEASE DATED AS OF FEBRUARY 3, 2004 AND RECORDED APRIL 22, 2004 AS DOCUMENT NUMBER 20040422000207060 MADE BY AND BETWEEN AIG BAKER EAST VILLAGE, LLC, LANDLORD, AND RAVE MOTION PICTURES BIRMINGHAM III, LLC, TENANT.
3. TERMS, PROVISIONS AND CONDITIONS OF RECIPROCAL EASEMENT AGREEMENT RECORDED AUGUST 27, 2003 AS DOCUMENT NUMBER 20030827000569990 MADE BY AND BETWEEN AIG BAKER BROOKSTONE, LLC AND COMPASS BANK. (PARCEL 2)
4. TERMS, PROVISIONS AND CONDITIONS OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 30, 2003 AND RECORDED JULY 1, 2003 AS DOCUMENT NUMBER 20030701000412990 MADE BY AND BETWEEN AIG BAKER BROOKSTONE, LLC AND LEE BRANCH, LLC., AS AMENDED BY DOCUMENT RECORDED AS DOCUMENT NUMBER 20030827000569970
5. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE COST-SHARING AGREEMENT DATED AS OF JANUARY 1, 2014 AND RECORDED SEPTEMBER 17, 2014 AS DOCUMENT NUMBER 20140917000291230 MADE BY AND BETWEEN PERA LEE BRANCH, INC. AND RUSHMORE LEE BRANCH, LLC.
6. EASEMENT GRANTED TO ALABAMA POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, BY DOCUMENT RECORDED IN DEED BOOK 220 PAGE 833.
7. MINERALS AND MINERAL RIGHTS EXCEPTED AS CONTAINED IN THE WARRANTY DEEDS RECORDED IN DEED BOOK 259, PAGE 350, DEED BOOK 247, PAGE 709 AND DEED BOOK 331, PAGE 262.(PARCELS 1 AND 2)
8. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, RECORDED IN DEED BOOK 109, PAGE 496, DEED BOOK 109, PAGE 497 AND DEED BOOK 185, PAGE 132. ( PARCELS 1 AND 2)
9. TERMS, PROVISIONS AND CONDITIONS OF DECLARATION OF EASEMENT AND RESTRICTIONS DATED AS OF MAY 26, 2004 AND RECORDED JUNE 1, 2004 AS DOCUMENT NUMBER 20040601000288850 MADE BY AIG BAKER EAST VILLAGE, LLC, AS AMENDED BY AMENDMENT NO. 1 TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED JUNE 24, 2004 AS DOCUMENT NUMBER 20040524000345520; AS AMENDED BY AMENDMENT TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED MAY 11, 2012 AS DOCUMENT NUMBER 20120511000165500; AS AMENDED BY AMENDMENT NO. 3 TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED JANUARY 27, 2014 AS DOCUMENT NUMBER 20140127000026530; AS AMENDED BY AMENDMENT NO. 4 TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED OCTOBER 14, 2014 AS DOCUMENT NUMBER 2014014000323410. (PARCEL 2)
10. TERMS, PROVISIONS AND CONDITIONS OF AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED JUNE 21,



2004 AND RECORDED JUNE 24, 2004 AS DOCUMENT NUMBER 20040624000345530 MADE BY AIG BAKER EAST VILLAGE, LLC., AS AMENDED BY FIRST AMENDMENT TO AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED SEPTEMBER 3, 2013 AND RECORDED SEPTEMBER 13, 2013 AS DOCUMENT NUMBER 20130913000372210.

11. DECLARATION OF RESTRICTIONS DATED JUNE 30, 2004 AND RECORDED JULY 15, 2004 AS DOCUMENT NUMBER 20040715000391630 MADE BY AIG BAKER EAST VILLAGE, LLC. (PARCEL 2)
12. DECLARATION OF LIMITED USE RESTRICTIONS DATED JUNE 29, 2007 AND RECORDED JULY 2, 2007 AS DOCUMENT NUMBER 20070702000309430 MADE BY AND BETWEEN AIG BROOKSTONE, LLC AND AIG BAKER EAST VILLAGE, LLC. (PARCEL 2)
13. AGREEMENT REGARDING MAINTENANCE OBLIGATIONS FOR PAD C - THE VILLAGE AT LEE BRANCH - PHASE II DATED AS OF JUNE 21, 2004 AND RECORDED JUNE 24, 2004 AS DOCUMENT NUMBER 20040624000345540 MADE BY AIG BAKER EAST VILLAGE, LLC. (PARCEL 2)
14. ASSUMPTION OF SLOPE MAINTENANCE OBLIGATIONS DATED AS OF DECEMBER 30, 2008 AND RECORDED APRIL 17, 2009 AS DOCUMENT NUMBER 20090417000141510 MADE BY AND BETWEEN PERA LEE BRANCH, INC., ASSIGNOR, AND AIG BAKER EAST VILLAGE, LLC, ASSIGNEE. (PARCEL 2)
15. EASEMENT AS DESCRIBED IN REAL VOLUME 169, PAGE 379 AND REAL VOLUME 169, PAGE 381. (PARCEL 2)
16. TERMS AND CONDITIONS OF CONSENT TO SETTLEMENT DECREE IN DOCUMENT NUMBER 200309040005890.
17. AGREEMENTS IN DEED BOOK 174, PAGE 402 AND DEED BOOK 174, PAGE 405
18. RIGHTS TO OTHERS IN AND TO THE USE OF INGRESS AND EGRESS EASEMENTS IN DEED BOOK 174, PAGE 402 AND AS AMENDED IN DEED BOOK 247, PAGE 645 AND DEED BOOK 314, PAGE 344.
25. ALTA/ACSM LAND TITLE SURVEY BY SURVEYING SOLUTIONS, INC., CERTIFIED BY CARL DANIEL MOORE, REG. L.S. #12159, DATED SEPTEMBER \_\_, 2015, DEPICTS THE FOLLOWING:

AS TO PARCEL 1:

- A. 15' AND 25' LANDSCAPE BUFFER ALONG THE WESTERN PROPERTY LINE (PER MAP BOOK 31, PAGE 130A AND 130B);
- B. 25' EASEMENT ALONG THE WESTERN PROPERTY LINE (PER REAL VOLUME 169, PG 381);
- C. 25' EASEMENT ALONG THE WESTERN PROPERTY LINE (PER REAL VOLUME 169, PG 379);
- D. 15' LANDSCAPE BUFFER ALONG THE SOUTHERN PROPERTY LINE (PER MAP BOOK 31, PAGE 130A AND 130B);
- E. 10' LANDSCAPE BUFFER ALONG DOUG BAKER BLVD (PER MAP BOOK 31,

PAGE 130A AND 130B);

F. 40' BUILDING LINE ALONG DOUG BAKER BLVD (PER MAP BOOK 31, PAGE 130A AND 130B); AND

G. DRAINAGE EASEMENT ACROSS THE PROPERTY (PER MAP BOOK 31, PAGE 130A AND 130B).

AS TO PARCEL 2:

A. 15' AND 25' LANDSCAPE BUFFER ALONG THE EASTERN PROPERTY LINE (PER MAP BOOK 31, PAGE 130A AND 130B);

B. SANITARY SEWER LINES WITH MANHOLES RUNNING THROUGHOUT THE SUBJECT PROPERTY;

C. VARIOUS CMPS LOCATED THROUGHOUT THE SUBJECT PROPERTY;

D. POWER BOXES LOCATED ON WESTERN SIDE OF THE SUBJECT PROPERTY;

E. 40 BUILDING LINE LOCATED ALONG THE EASTERN PROPERTY LINE (PER MAP BOOK 31, PAGE 130A AND 130B);

F. 10' LANDSCAPE BUFFER ALONG DOUG BAKER BLVD (PER MAP BOOK 31, PAGE 130A AND 130B);

G. 40' BUILDING LINE ALONG DOUG BAKER BLVD (PER MAP BOOK 31, PAGE 130A AND 130B); AND

H. 15' LANDSCAPE BUFFER ALONG THE SOUTHERN PROPERTY LINE.



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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 Rushmore Lee Branch, LLC and  
Mailing Address Rushmore Lee Branch Sidecar, LLC  
212 W. Kinzie, 5th Floor  
Chicago, Illinois 60654

Grantee's Name Monarch at Lee Branch, LLC  
Mailing Address c/o Monarch Investments Group LLC  
4828 Dunwoody Road, Suite 400  
Atlanta, Georgia 30338

Property Address Village at Lee Branch  
601-1407 Doug Baker Blvd.  
Hoover, Alabama 35242

Date of Sale 11/19/2015

Total Purchase Price \$ 25,000,000

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 \_\_\_\_\_

  
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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 11/19/15

Print Marc Reinisch

Sign \_\_\_\_\_

(Grantor/Grantee/Owner/Agent) circle one

Unattested \_\_\_\_\_

(verified by)

Print Form

Form RT-1