

THIS INSTRUMENT PREPARED BY:  
J. Murphy McMillan, III  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
420 North 20<sup>th</sup> Street, Suite 1400  
Birmingham, Alabama 35203-5202

Send Tax Notice To:  
Highway 11/31 LLC  
2101 6th Ave N, Ste 750  
Birmingham, AL 35203

STATE OF ALABAMA                    )  
  )  
COUNTY OF SHELBY                )

**STATUTORY WARRANTY DEED**

**THIS IS A STATUTORY WARRANTY DEED** executed and delivered this 28th day of December, 2015, by **THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF ALABASTER, ALABAMA**, an Alabama non-profit corporation (hereinafter referred to as the "Grantor"), to **HIGHWAY 11/31 LLC**, a Delaware limited liability company (hereinafter referred to as the "Grantee").

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of the sum of One Hundred and 00/100 Dollars and (\$100.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantee that certain real property situated in Shelby County, Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property");

**TOGETHER WITH** all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property.

This conveyance is subject to those matters set forth on Exhibit B attached hereto.

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

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that Grantor, and its successors and assigns, shall warrant and defend the same to Grantee, its successors and assigns, forever, against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:      Grantee's Name and Mailing Address:

The Commercial Development  
Authority of the City of Alabaster,  
Alabama  
201 1st St N  
Alabaster, AL 35007

Highway 11/31 LLC  
2101 6th Ave N, Ste 750  
Birmingham, AL 35203

Property Address:    Lots 9, 10, 11, 12 and 13, according to the survey of Colonial Promenade Alabaster South and Lot 14-A, according to the survey of Colonial Alabaster South No. 2

Purchase Price:      \$9,000.00

The Purchase Price of the Property can be verified by the closing statement.

[Signature appears on following page.]

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed as of the date first written above.

GRANTOR:

**THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF ALABASTER, ALABAMA**, an Alabama non-profit corporation

By: *Paul Howard*  
Name: Paul Howard  
Its: Chairman

STATE OF ALABAMA )

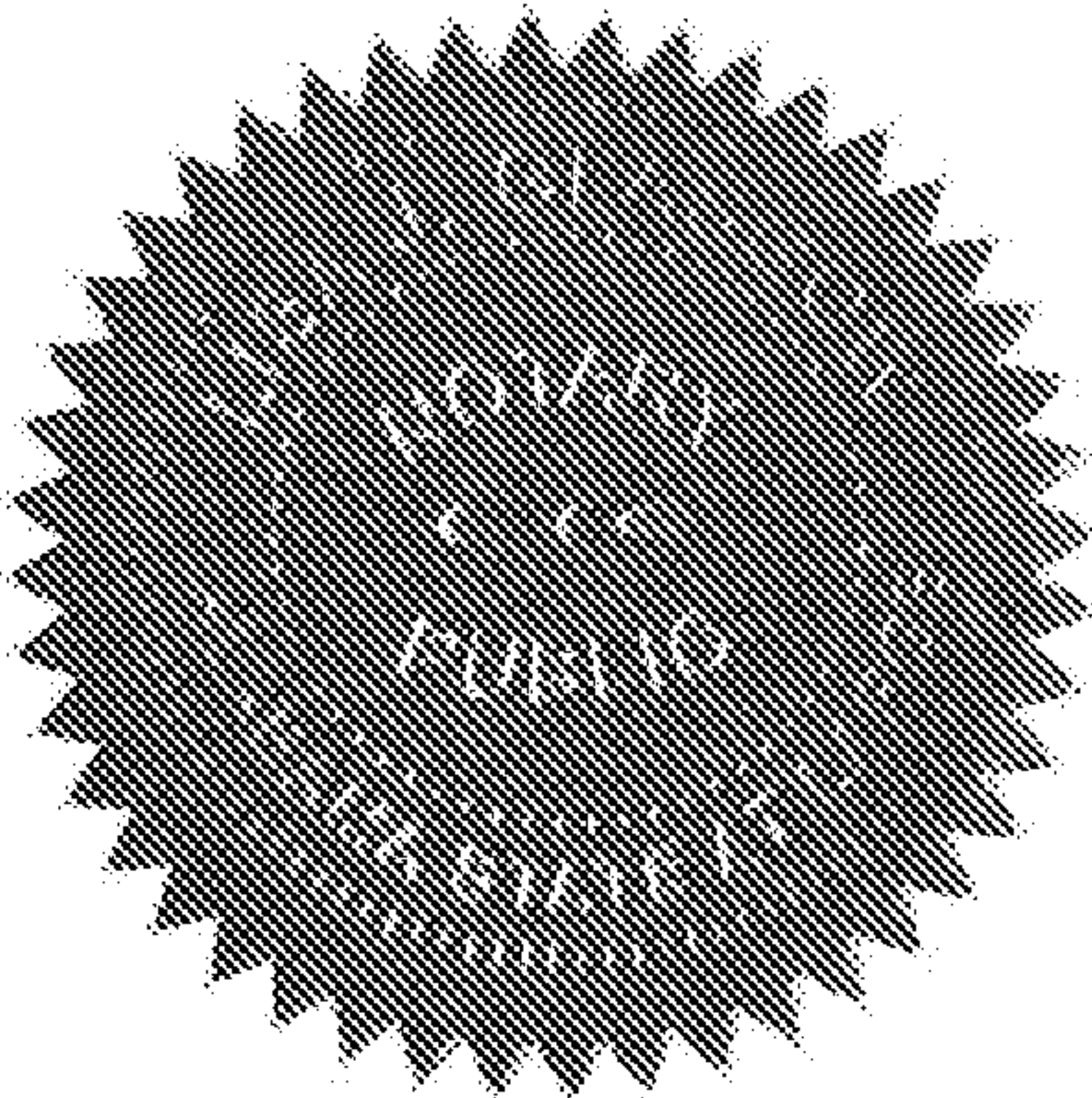
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Paul Howard whose name as Chairman of **THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF ALABASTER, ALABAMA**, an Alabama non-profit corporation, is signed to the foregoing Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Statutory Warranty Deed, he/she, in his/her capacity as such Chairman and with full authority, executed the same voluntarily for and as the act of said non-profit corporation, on the day the same bears date.

Given under my hand and seal this the 28<sup>th</sup> day of December, 2015.

*Jessie Sharp*  
Notary Public

My Commission Expires: 2/4/2018



**EXHIBIT A**

LEGAL DESCRIPTION

Lots 9, 10, 11, 12 and 13, according to the survey of Colonial Promenade Alabaster South, as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama; and Lot 14-A, according to the survey of Colonial Alabaster South No. 2, as recorded in Map Book 43, Page 104, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH those the beneficial easements under that certain Operation and Easement Agreement recorded in Instrument No. 20060117000026240, as amended by First Amendment thereto recorded in Instrument 2007022000077630, as amended by Addendum to Operation and Easement Agreement recorded in Instrument 20060503000208300, as amended by Second Amendment thereto recorded in Instrument No. 20130826000349440, and as amended by Third Amendment thereto recorded as Instrument No. 20140303000055650; and the Construction, Operating and Easement Agreement recorded in Instrument No. 20060316000123780; all being recorded in the Probate Office of Shelby County, Alabama.

**EXHIBIT B**  
PERMITTED EXCEPTIONS

1. Liens for all real estate taxes and assessments for the year 2015 and all subsequent years, which are not yet due and payable.
2. Encroachments, overlaps, overhangs, unrecorded easements, roadways, deficiency in quantity of ground or any matters not of record which would be disclosed by an accurate survey and inspection of the premises;
3. All easements, restrictions and rights-of-way of record; and
4. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on and under the Property.
5. Denial of all existing, future or potential common law or statutory rights of access between subject property and the right of way of Interstate I-65.
6. Easements, building lines and covenants as shown by map recorded in Map Book 38, Pages 119 A and B and Map Book 43, Page 104, in the Probate Office of Shelby County, Alabama.
7. Easement Agreement with Alabaster Water Board as shown by Instrument 1996/4040 and Instrument No. 20130726000305120, in the Probate Office of Shelby County, Alabama, as shown by Shelby County Survey.
8. Right of way granted to Alabama Power Company by instrument recorded in Deed Book 107, page 132, in the Probate Office of Shelby County, Alabama.
9. Right of way granted Alabama Power Company by instrument Deed Book 107, page 135, in the Probate Office of Shelby County, Alabama.
10. Right of way granted Alabama Power Company by instrument recorded in Deed Book 107, page 136, in the Probate Office of Shelby County, Alabama.
11. Alabaster Development Agreement recorded in Instrument 20050712000346700 in the Probate Office of Shelby County, Alabama.
12. Easement to Alabama Power Company recorded in Instrument 20060424000190010, in the Probate Office of Shelby County, Alabama, as shown by Shelby County Survey.
13. Easement to Alabama Power Company recorded in Instrument 20070323000132380, in the Probate Office of Shelby County, Alabama.
14. Agreement as recorded in Instrument 20060503000208280 and Instrument 20060503000208290, in the Probate Office of Shelby County, Alabama.
15. Operation and Easement Agreement recorded in Instrument 2006011700026240; 1st Amendment recorded in Instrument 2007022000077630; Addendum to Operation and Easement Agreement recorded in Instrument 20060503000208300; Second Amendment thereto recorded in Instrument No. 20130826000349440; and Third Amendment thereto recorded as Instrument No. 20140303000055650; all recorded in the Probate Office of Shelby County, Alabama.
16. Construction, Operating and Easement Agreement recorded in Instrument 20060316000123780 in the Probate Office of Shelby County, Alabama.



17. Agreement between Alabama Power Company and Shelby County recorded in Book 217, page 418 in the Probate Office of Shelby County, Alabama.
18. Easement to Alabama Power Company recorded in Instrument 20071029000498250, in the Probate Office of Shelby County, Alabama.
19. Easement to Alabama Power Company recorded in Instrument 20071029000497350, in the Probate Office of Shelby County, Alabama.
20. Easement to Alabama Power Company recorded in Instrument 20071029000498230, in the Probate Office of Shelby County, Alabama.
21. Easement to Alabama Power Company recorded in Instrument 20071029000498240, in the Probate Office of Shelby County, Alabama.
22. Easement to Alabama Power Company recorded in Instrument 20071030000500760, in the Probate Office of Shelby County, Alabama.
23. Easement to Alabama Power Company recorded in Instrument 20071109000517690, in the Probate Office of Shelby County, Alabama.
24. Easement to Alabama Power Company recorded in Instrument 20071029000498180, in the Probate Office of Shelby County, Alabama.
25. Right of way granted Alabama Power Company recorded in Deed Book 210, Page 119, in the Probate Office of Shelby County, Alabama, as shown by Shelby County Survey.
26. Restrictions, covenants and conditions as set out in Instrument No. 20140414000108710, in the Probate Office of Shelby County, Alabama.
27. Declaration of Vacation of Right of Way as recorded in Instrument No. 20130826000349340, and Resolution consenting thereto recorded in Instrument No. 20130826000349350; in the Probate Office of Shelby County, Alabama.
28. Title to minerals within and underlying the premises, together with mining rights and all other rights, privileges, and immunities relating thereto as recorded in Instrument No. 20050701000331840, in the Probate Office of Shelby County, Alabama.
29. Memorandum of Lease dated 4/5/2007 by and between Highway 31 Alabaster Two, LLC, an Alabama limited liability company and McDonald's USA, LLC, a Delaware limited liability company, filed for record 4/11/2007, recorded in Instrument 20070411000168550, in the Probate Office of Shelby County, Alabama; as affected by Notice of Lease Term recorded as Instrument No. 20100913000297220, in said Probate Office; and any and all amendments thereto; as affected by Non-Disturbance and Attornment Agreement by and between McDonald's USA, LLC, a Delaware limited liability company and Commercial Development Authority of the City of Alabaster, Alabama, an Alabama municipal corporation and Highway 31 Alabaster Two, LLC dated 4/11/2007, filed for record 4/11/2007, recorded in Instrument 20070418000179850, in the Probate Office of Shelby County, Alabama; as affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument No. 20150326000095800, in the Probate Office of Shelby County, Alabama. (Lots 8 and 9).
30. Memorandum of Sublease Agreement by and between Highway 31 Alabaster Two, LLC, an Alabama limited liability company and Best Buy Stores, LP, a Virginia limited partnership dated 4/10/2006, filed for record 7/7/2006, recorded in Instrument

- 20060707000325780, in the Probate Office of Shelby County, Alabama; as affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument No. 20150326000095810, in the Probate Office of Shelby County, Alabama. (Lot 14A).
31. Memorandum of Sublease dated 11/01/2006 by and between Highway 31 Alabaster Two, LLC, an Alabama limited liability company and Petsmart, Inc., a Delaware corporation, filed for record 6/19/2007, recorded in Instrument 20070619000285910, in the Probate Office of Shelby County, Alabama; as amended by Memorandum of Sublease recorded in Instrument No. 20131101000432190, in said Probate Office; and any and all amendments thereto; as affected by Non-Disturbance Agreement by and between The Commercial Development Authority of the City of Alabaster, Alabama, an Alabama municipal corporation and Highway 31 Alabaster Two, LLC, an Alabama limited liability company and Petsmart, Inc., a Delaware corporation dated 11/10/2006, filed for record 8/28/2007, recorded in Instrument 20070828000404810, in the Probate Office of County, Alabama; as affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument No. 20150326000095820, in the Probate Office of Shelby County, Alabama. (Lot 14A).
32. Memorandum of Lease dated 2/16/2007 by and between Highway 31 Alabaster Two, LLC, an Alabama limited liability company and Rare Hospitality International, Inc., filed for record 3/12/2007, recorded in Instrument 20070312000110710, in the Probate Office of Shelby County, Alabama, and any and all amendments thereto; as affected by Non-Disturbance and Attornment Agreement by and between The Commercial Development Authority of the City of Alabaster, Alabama and Rare Hospitality International, Inc. dated 2/1/2007, filed for record 3/12/2007, recorded in Instrument 20070312000110720, in the Probate Office of County, Alabama; as affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument No. 20150326000095830, in the Probate Office of Shelby County, Alabama. (Lot 10).
33. Memorandum of Lease dated 1/4/2007 by and between Highway 31 Alabaster Two, LLC, an Alabama limited liability company and RTM Alabama, Inc., an Alabama corporation, filed for record 4/18/2007, recorded in Instrument 20070418000180710, in the Probate Office of Shelby County, Alabama, and any and all amendments thereto; as affected by Owner's Recognition, Non-Disturbance and Attornment Agreement by and between The Commercial Development Authority of the City of Alabaster, Alabama and Highway 31 Alabaster Two, LLC, an Alabama limited liability company and RTM Alabama, Inc., an Alabama corporation dated 11/31/2007, filed for record 4/18/2007, recorded in Instrument 20070418000180720, in the Probate Office of Shelby County, Alabama; as affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument No. 20150326000095840, in the Probate Office of Shelby County, Alabama. (Lot 11).
34. Memorandum of Lease dated 6/5/2007 by and between Highway 31 Alabaster Two, LLC, an Alabama limited liability company and GMRI, Inc., a Florida corporation, filed for record 7/3/2007, recorded in Instrument 20070703000312800, in the Probate Office of Shelby County, Alabama, and any and all amendments thereto; as affected by Non-

Disturbance and Attornment Agreement by and between The Commercial Development Authority of the City of Alabaster, Alabama and GMRI, Inc. dated 6/5/2007, filed for record 7/3/2007, recorded in Instrument 20070703000312810, in the Probate Office of County, Alabama; as affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument No. 20150326000095850, in the Probate Office of Shelby County, Alabama. (Lot 13).

35. Lease by and between Highway 11/31 LLC and Ulta Salon, Cosmetics & Fragrance, Inc., dated January 29, 2015, as disclosed and affected by Non-Disturbance and Attornment Agreement recorded as Instrument No. 20150326000095860, in the Probate Office of Shelby County, Alabama. (Lot 14-A).



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/05/2016 10:32:15 AM  
\$44.00 CHERRY  
20160105000003530

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the typed name in the recording information.