

20160105000003540
01/05/2016 10:32:16 AM
DEEDS 1/7

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

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

Property Address: Lot 15-A, according to the survey of Colonial Alabaster South No. 2

Purchase Price: \$1,000.00

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 Howanitz
Name: Paul Howanitz
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 Howanitz 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 25th day of December, 2015.



Lisa Blagov
Notary Public

My Commission Expires: 2/4/2018

EXHIBIT A

LEGAL DESCRIPTION

Lot 15-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.

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. Easements, building lines and covenants as shown by map recorded in Map Book 44, Page 3, in the Probate Office of Shelby County, Alabama, as shown by Shelby County Survey.
8. 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.
9. 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.
10. Right of way granted Alabama Power Company by instrument Deed Book 107, page 135, in the Probate Office of Shelby County, Alabama.
11. Right of way granted Alabama Power Company by instrument recorded in Deed Book 107, page 136, in the Probate Office of Shelby County, Alabama.
12. Alabaster Development Agreement recorded in Instrument 20050712000346700 in the Probate Office of Shelby County, Alabama.
13. Easement to Alabama Power Company recorded in Instrument 20060424000190010, in the Probate Office of Shelby County, Alabama, as shown by Shelby County Survey.
14. Easement to Alabama Power Company recorded in Instrument 20070323000132380, in the Probate Office of Shelby County, Alabama.
15. Agreement as recorded in Instrument 20060503000208280 and Instrument 20060503000208290, in the Probate Office of Shelby County, Alabama.
16. 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.

17. Construction, Operating and Easement Agreement recorded in Instrument 20060316000123780 in the Probate Office of Shelby County, Alabama.
18. Agreement between Alabama Power Company and Shelby County recorded in Book 217, page 418 in the Probate Office of Shelby County, Alabama.
19. Easement to Alabama Power Company recorded in Instrument 20071029000498250, in the Probate Office of Shelby County, Alabama.
20. Easement to Alabama Power Company recorded in Instrument 20071029000497350, in the Probate Office of Shelby County, Alabama.
21. Easement to Alabama Power Company recorded in Instrument 20071029000498230, in the Probate Office of Shelby County, Alabama.
22. Easement to Alabama Power Company recorded in Instrument 20071029000498240, in the Probate Office of Shelby County, Alabama.
23. Easement to Alabama Power Company recorded in Instrument 20071030000500760, in the Probate Office of Shelby County, Alabama.
24. Easement to Alabama Power Company recorded in Instrument 20071109000517690, in the Probate Office of Shelby County, Alabama.
25. Easement to Alabama Power Company recorded in Instrument 20071029000498180, in the Probate Office of Shelby County, Alabama.
26. Memorandum of Sub-Ground Lease and Purchase and Sale Agreement by and between Highway 31 Alabaster Two, LLC, an Alabama limited liability company and Target Corporation dated 1/13/2006, filed for record 1/13/2006, recorded in Instrument 20060113000022880; the interest of sub-landlord having been assigned to Highway 11/31 LLC by instrument recorded as Instrument No. 20071218000569440; said sublease having been amended by Memorandum of First Amendment of Ground Lease and Option Agreement recorded as Instrument No. 20130826000349390; and the interest of sub-tenant having been assigned to Highway 11/31 II, LLC by instrument recorded as Instrument No. 20130826000349370 and Instrument No. 20130826000349380; all recorded in the Probate Office of Shelby County, Alabama; as affected by Non-Disturbance and Attornment Agreement by and between The Commercial Development Authority of the City of Alabaster, Alabama and Target Corporation and Highway 31 Alabaster Two, LLC dated 1/13/2006, filed for record 1/17/2006, recorded in Instrument 20060117000026230, in the Probate Office of Shelby County, Alabama.
27. 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.
28. Restrictions, covenants and conditions as set out in Instrument No. 20140414000108710, in the Probate Office of Shelby County, Alabama.
29. 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.

30. 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.
31. Lease by and between Highway 11/31 II, LLC and Dick's Sporting Goods, Inc. dated November 29, 2012, as evidenced by Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument No. 20150326000095790, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/05/2016 10:32:16 AM
\$33.00 CHERRY
20160105000003540

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name of the Probate Judge.