

20161222000467520 1/10 \$1142.00  
Shelby Cnty Judge of Probate, AL  
12/22/2016 12:06:47 PM FILED/CERT

UPON RECORDING RETURN TO:

Stacy Edelstein Hyken, Esq.  
Troutman Sanders LLP  
600 Peachtree Street, N.E.,  
Suite 5200  
Atlanta, GA 30308

THIS INSTRUMENT PREPARED BY:

Jeffery S. DeArman, Esq.  
Adams and Reese LLP  
1901 6<sup>th</sup> Avenue North, Suite 3000  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, GA 30349-2998

STATE OF ALABAMA )

SHELBY COUNTY )

**STATUTORY WARRANTY DEED WITH RESTRICTIVE COVENANTS**

Know all Men by These Presents, that the undersigned **Regions Bank**, an Alabama state banking corporation (the "Grantor"), for and in consideration of the sum of ONE MILLION ONE HUNDRED THOUSAND and NO DOLLARS (\$1,100,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Chick-fil-A, Inc.**, a Georgia corporation (the "Grantee"), and unto Grantee's successors and assigns forever, the following lands lying in the County of Shelby and State of Alabama (the "Property"), to wit:

[See attached Exhibit A]

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments, easements, and appurtenances to said Property belonging or in any way incident or appertaining.

This conveyance is subject to any and all easements, conditions and restrictions of record that lawfully affect the Property, including those restrictions set forth on Exhibit B and subject to those matters that would be shown on a current, accurate survey of the Property or by an inspection thereof, as well as ad valorem taxes and governmental assessments not currently due and payable, and all subsequent years, which are not yet due and payable.



Except as provided herein, Grantor covenants that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS INSTRUMENT, IF ANY, GRANTEE IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT OF GRANTOR OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED HEREIN.

OTHER THAN AS SPECIFICALLY DISCLOSED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

EXCEPT AS OTHERWISE AGREED TO HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY (EXCEPT TO THE WARRANTY OF TITLE CONTAINED HEREIN) CONCERNING THE VALUE OF THE PROPERTY, THE CONDITION OF ANY IMPROVEMENTS LOCATED UPON THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE PRESENCE OR ABSENCE OF ANY HYDROCARBONS, ASBESTOS, ENVIRONMENTAL, HAZARDOUS, OR TOXIC IMPACTS OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH SUBDIVISION ORDINANCES, LAWS AND REGULATIONS, THE AVAILABILITY OF UTILITIES TO THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR A PARTICULAR PURPOSES, OR THE MERCHANTABILITY OF THE PROPERTY. THE PROPERTY IS SOLD AS-IS, WHERE-IS WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY, EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED HEREIN, THE GRANTEE HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND IS NOT RELYING UPON ANY STATEMENT OR REPRESENTATION OF THE GRANTOR.

GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

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



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20<sup>th</sup> IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day of December, 2016.

**GRANTOR:**

**REGIONS BANK,**  
an Alabama state banking corporation

By: Korey J. Cox  
Name: Korey J. Cox  
Its: Vice President

**ACKNOWLEDGMENT**

STATE OF ALABAMA )

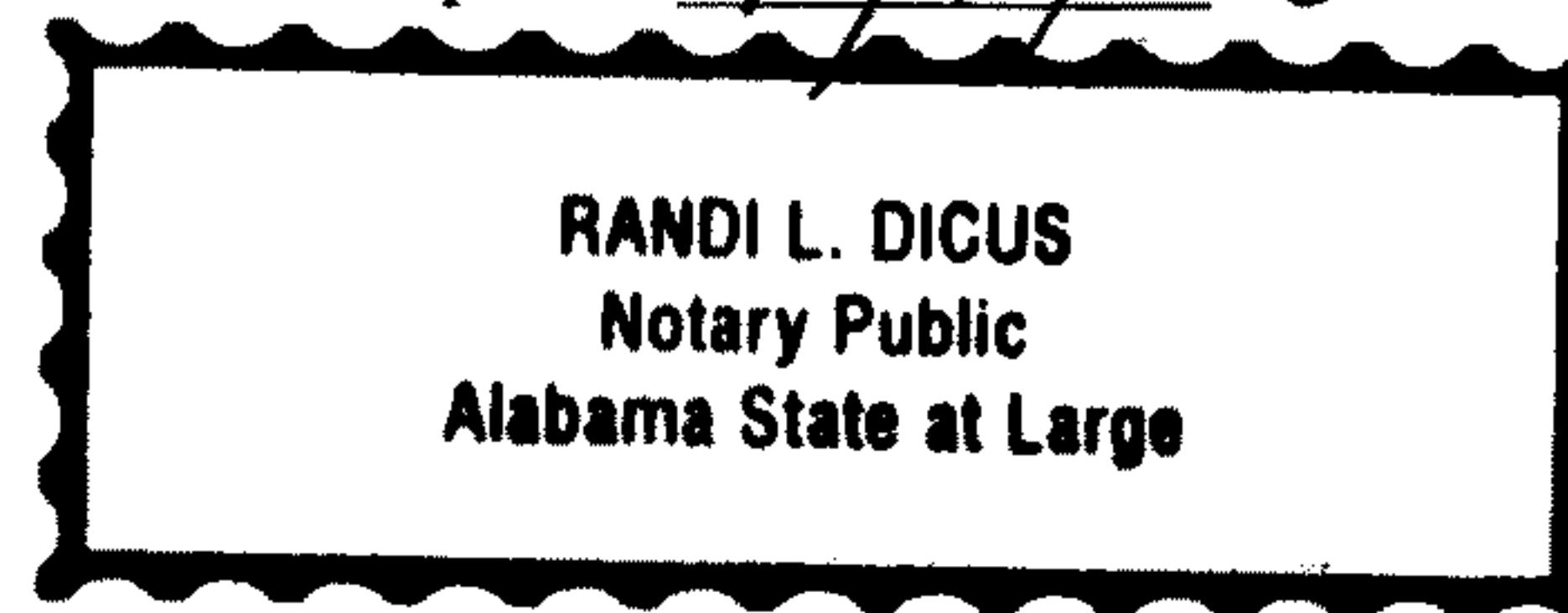
COUNTY OF SHELBY )


I, the undersigned, notary public, do hereby certify that on the 19 day of December, 2016, Korey Cox, personally known to me to be the Vice President of Regions Bank, an Alabama state banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he, as, as such officer and with full authority, signed, sealed and delivered said instrument on behalf of said state banking corporation.

Randi L. Dicus

NOTARY PUBLIC

My Commission Expires: 10/6/2020



  
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IN WITNESS WHEREOF, Grantee has caused this instrument to be executed as of the 19 day of December, 2016.

**GRANTEE:**

**CHICK-FIL-A, INC.,**  
a Georgia corporation

By: [Signature]  
Name: Tom Nolan  
Its: Sr. Director, Construction

**ACKNOWLEDGMENT**

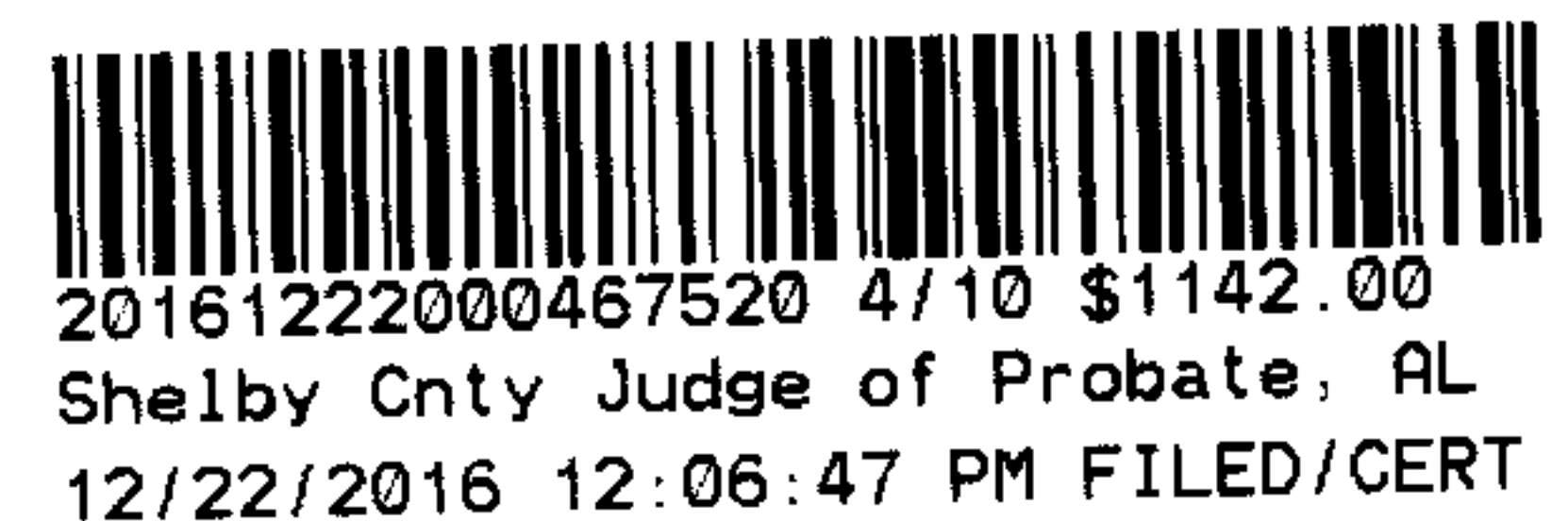
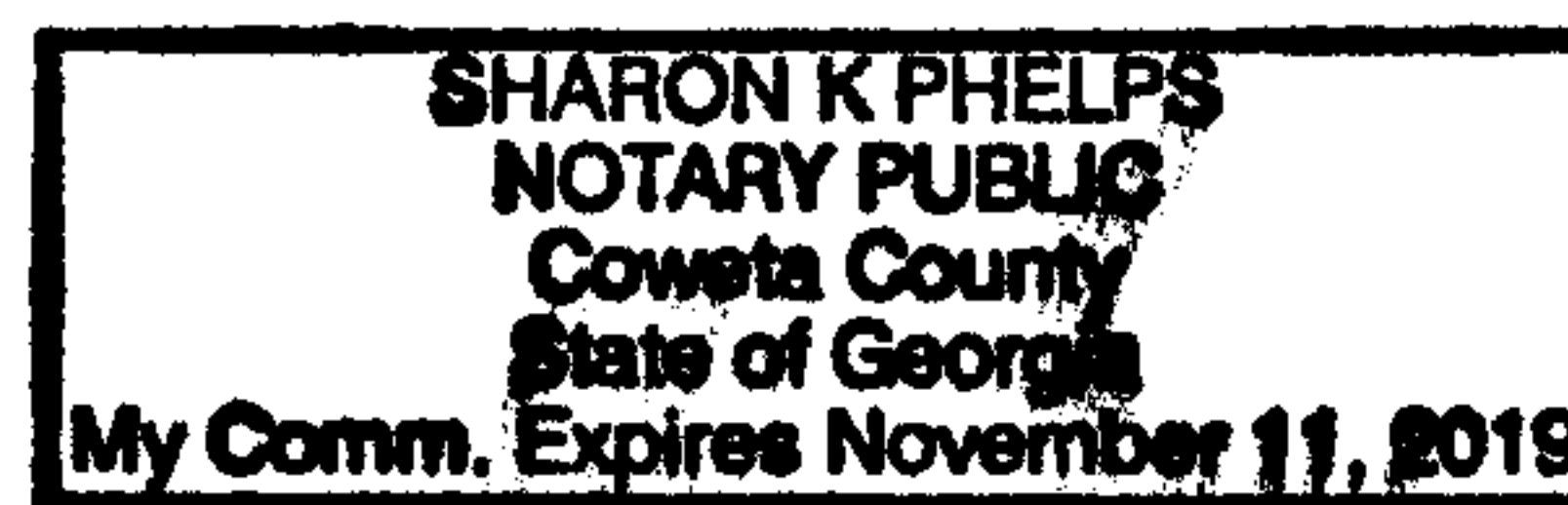
STATE OF GEORGIA    )

COUNTY OF FULTON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tom Nolan, whose name as Sr Director, Construction of Chick-fil-A, Inc., a Georgia 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 official seal this the 19 day of December, 2016.

[Signature: Sharon K. Phelps]  
NOTARY PUBLIC  
My Commission Expires: Nov. 11, 2019




**EXHIBIT A**  
**TO**  
**STATUTORY WARRANTY DEED**

[Description of Property]

Lot 1, according to the survey of Limestone Marketplace Subdivision, recorded in Map Book 38, page 150, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with Grantor's rights, title, and interest, if any, in those certain easements set forth in Limestone Marketplace Declaration of Protective Covenants as recorded in Instrument 20080115000020240, in the Probate Office of Shelby County, Alabama.

  
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**EXHIBIT B**  
**TO**  
**STATUTORY WARRANTY DEED**

[Restrictive Covenants]

Grantee, by its acceptance of this deed, agrees and acknowledges that the following covenants, conditions, and restrictions are hereby placed upon the Property, which such covenants, conditions, and restrictions shall run with the land, and Grantee, on behalf of itself and its successors and assigns, covenants and agrees to comply with the following covenants, conditions, and restrictions (collectively the "Restrictive Covenants"):

A. **Brownsfield Covenants.** The Property is part of a larger tract of land which is subject to that certain Conditional Letter of Concurrence, Site No. 461-9413, dated December 6, 2006, issued by the Alabama Department of Environmental Management, a copy of which is attached hereto as Exhibit C (the "ADEM Concurrence Letter"). Therefore, in order to comply with the express requirements of the ADEM Concurrence Letter, the Property is hereby conveyed subject to the following restrictive covenants which shall remain in full force and effect unless and until the same are revised pursuant to actions taken in accordance with Code of Alabama 1975 §22-30E-1 et seq. (as the same may hereafter be amended) and an amendment placed of record to reflect such revision:


1. The Property shall be used only for industrial or commercial purposes; and
2. Use of groundwater for potable purposes is expressly prohibited.

B. **Noxious Use Restrictive Covenant.** No portion of the Property may be used for any of the following purposes:

1. a tavern, bar, nightclub, discotheque, gentlemen's club, burlesque, topless, or other type of "strip joint" or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant with the sale of alcoholic beverages therein comprised of less than forty percent (40%) of the restaurant's gross revenues;
2. any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building on the Property.
3. any "second hand" store or "surplus" store, thrift shop or other business principally engaged in the sale of used merchandise.
4. any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
5. a flea market;
6. any casino or other gambling facility or operation, including but not limited to, off-tract or sports betting parlors, table games such as black-jack or poker, slot machines, video gambling machines and similar devices, and bingo halls (except that this provision shall not prohibit governmental sponsored gambling activities

or charitable gambling activities if such activities are incidental to the business operation being conducted by the occupant);

7. an adult-type book store or other establishment selling or exhibiting pornographic materials;
8. a massage parlor, tattoo parlor, pawn shop, or head shop;
9. a mobile home or trailer court, labor camp, junkyard or stockyard;
10. a landfill, garbage dump or for the dumping, disposing, incineration or reduction of garbage;
11. a medical facility that performs abortions; or
12. any dangerous, noxious, offensive or excessively noisy activities, oil or mineral exploration and the keeping of animals, birds or fowl.

  
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**EXHIBIT C**  
**TO**  
**STATUTORY WARRANTY DEED**

[ADEM Concurrence Letter]

**ADEM**

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Post Office Box 201493 36130-1493 • 4400 Coliseum Drive 36116-2050

MONTGOMERY, ALABAMA

WWW.ADEM.STATE.AL.US

(334) 271-7700

CHRIS "TREV" GLENN, III, P.E.  
DIRECTOR



BOB RILEY  
COMMISSIONER

December 6, 2006

Christopher Hoyt, Manager  
Calera Commons, LLC  
Post Office Drawer 247  
Birmingham, Alabama 35201

Facilities (334)  
Administration: 271-7700  
General Counsel: 271-7700  
Communications: 271-7700  
Air: 271-7700  
Land: 271-7700  
Water: 271-7700  
Waste: 271-7700  
Regulatory: 271-7700  
FHA Operations: 271-7700  
Laboratory: 271-7700  
Training: 271-7700

Re: Conditional Letter of Concurrence  
Former Alabama Department of Transportation Property  
✓ Site No. 461-9413

Dear Mr. Hoyt:

On March 14, 2006, Gallet & Associates, Inc. submitted an application on behalf of Calera Commons, LLC to the Department for coverage under the Brownfield Redevelopment and Voluntary Cleanup Program. The program details procedures necessary for the assessment and remediation of the former Alabama Department of Transportation Property located at the description below.

The former Alabama Department of Transportation Property is located at 5185 Highway 31, Calera, Shelby County, Alabama. The site is depicted on the United States Geological Survey 7.5-minute Topographic Quadrangle Bounds Lake, Alabama, dated 1980. The site is located in the eastern portion of Section 4, Township 22 South, Range 2 West.

The Alabama Department of Environmental Management (ADEM) has determined that Calera Commons, LLC has successfully completed the requirements of the Brownfields Redevelopment and Voluntary Cleanup Program and hereby issues this Conditional Letter of Concurrence for the former Alabama Department of Transportation Property. Successful completion of the ADEM Voluntary Cleanup Program requirements grants this site applicable liability protections cited in the Alabama Land Recycling and Economic Redevelopment Act. Pursuant to Code of Alabama 1975 § 22-30B-9 (c) (5), the limitations of liability for this site shall remain in effect provided the following land use and institutional controls are adequately maintained:

1. Restriction of the property for industrial and commercial use.
2. Prohibition on the use of groundwater for potable purposes.
3. Deed notations to ensure that future purchasers are advised of the restrictions on site use.

Birmingham Branch  
110 Vulcan Road  
Birmingham, Alabama 35202-1752  
(205) 402-4100  
(205) 402-4100 (Fax)

Decatur Branch  
2715 Barton Road, S.W.  
Decatur, Alabama 35605-1303  
(205) 382-7173  
(205) 382-7173 (Fax)

Mobile Branch  
2284 Parkview Road  
Mobile, Alabama 36685-1001  
(251) 450-3400  
(251) 450-3400 (Fax)

Shelby - Coastal  
4113 Commodore Drive  
Mobile, Alabama 36615-1429  
(251) 412-4423  
(251) 412-4423 (Fax)



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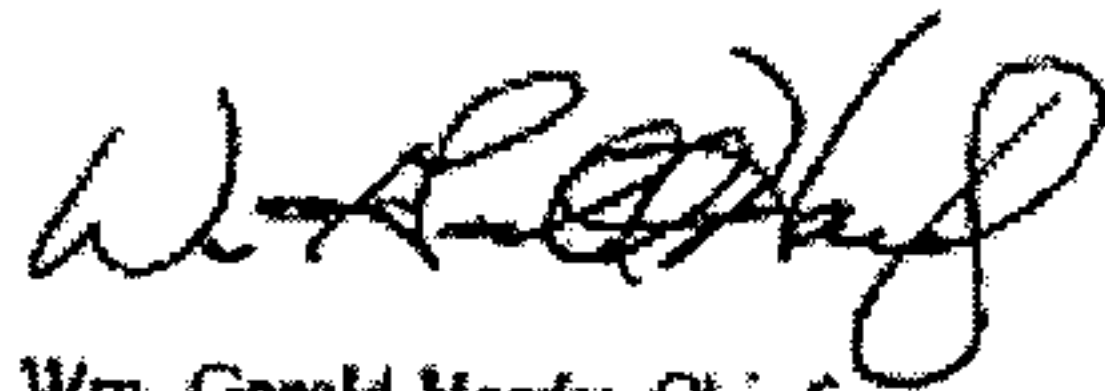
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Christopher Hoyt, Manager  
December 6, 2006  
Page 2

If you have questions or comments regarding this matter, please contact Neoshia M. Simmons at (334) 271-7910 or via email at [nsimmons@adm.state.al.us](mailto:nsimmons@adm.state.al.us).


Sincerely,



Wm. Gerald Hardy, Chief  
Law Division

WGH/nms

cc: Terrell Rippstein, Gallot & Associates, Inc.

  
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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: Regions Bank  
Mailing Address: 250 Riverchase Parkway East  
Suite 600  
Birmingham, AL 35244

Grantee's Name: Chick-fil-A, Inc.  
Mailing Address: 5200 Buffington Road  
Atlanta, Georgia 30349

Property Address: Lot 1, according to the survey of  
Limestone Marketplace  
Subdivision, recorded in Map  
Book 38, page 150, in the Office  
of the Judge of Probate of Shelby  
County, Alabama.

Date of Sale December 20, 2016

Total Purchase Price \$1,100,000.00

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

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: December 20, 2016

## GRANTOR:

REGIONS BANK,  
an Alabama state banking corporation

By: Korey J. Cox  
Name: Korey J. Cox  
Title: Vice President

  
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Unattested

(verified by)

Form RT-1