


THIS INSTRUMENT PREPARED BY:
Jeffrey W. Brumlow, Esq.
Brumlow Legal Group
137 Main Street, Ste 202
Trussville, AL 35173
(205) 833-1303

Send Tax Notice To: AL Alabaster Montevallo, LLC
550 Main Street, Suite 300
Greenville, SC 29601

GENERAL WARRANTY DEED


20170717000255590 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/17/2017 02:58:58 PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That as of July 10th, 2017 (the "Effective Date") in consideration of the sum of Six Hundred and Seventy Five Thousand Dollars (\$675,000.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, **Commercial Development Authority of the City of Alabaster**, (herein referred to as Grantor), does grant, bargain, sell and convey unto **AL Alabaster Montevallo, LLC** (herein referred to as Grantee), the real estate described and which is situated in Shelby County, Alabama, to wit:

See attached Exhibit A

This conveyance is made subject to:

1. Taxes and assessments for current and subsequent years not yet due and payable.
2. Easements and restrictions of record as noted on **Exhibit B**.

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

By acceptance of this deed, the GRANTEE hereby covenants and agrees for itself and its heirs, successors and assigns, licensees, lessees, invitees, employees, and agents, that Highway 119 Alabaster, LLC and Cheney Lime and Cement Company, Inc., and each of its respective predecessors in interest, and successors and assigns, together with the officers, directors, partners, employees, investors, certificate holders, agents, and any affiliates of each of the foregoing (collectively the "Parties") shall not be liable for, and no action shall be asserted against the Parties for, loss or damage on account of injuries to the Property or to any buildings, improvements, structures, fixtures, or personal property now or hereafter located on the Property, or on account of past or future injuries to any owners, occupant, or other person in or upon the Property, which are caused by, or arise as a result of mining operations, blasting, past or future soil and/or subsurface conditions, known or unknown (including, without limitation, quarries, underground mines or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by the Parties, whether contiguous or non-contiguous to the Property. This covenant and agreement shall run with the land conveyed hereby as against the Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding or entering upon said land under or through the Grantee.

Furthermore, by acceptance of this deed, GRANTEE, on behalf of itself and its heirs, successors and assigns, licensees, lessees, invitees, employees, and agents, hereby releases and forever discharges the Parties, from all debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, claims, damages, judgments, executions, actions, inactions, liabilities demands or causes of action of any nature, at law or in equity, known or unknown, which GRANTEE may have by reason of any cause, matter, or thing through and including the date hereof, and also including, without limitation, nuisance caused by noise or dust, and any matters arising out of or relating to and/or from any existing or future mining activities on properties


owned by the Parties, with the sole exception of the title warranties contained in this instrument. GRANTEE, on behalf of itself and its heirs, successors and assigns, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Parties by reason of or in connection with any of the foregoing matters, claims or causes of action.

Furthermore, the Property, whether sold or leased, shall be restricted to no more than two (2) fast food restaurants during the five (5) years following the Effective Date of this Deed, unless otherwise approved in writing by the Mayor and/or City Manager ("Administration") on behalf of the City of Alabaster Commercial Development Authority, said approval shall be at the sole and absolute discretion of the City of Alabaster Administration.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances; that it has a good right to sell and convey the same as aforesaid; and that it will and its successors and assigns shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal by its duly authorized officer, this the 10th day of JULY, 2017.

**COMMERCIAL DEVELOPMENT
AUTHORITY OF THE CITY OF
ALABASTER**


By: Paul Howanitz
Its: Chairman

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, 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, a non-profit corporation authorized under the laws of the State of Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 10th day of July, 2017.

[SEAL]


NOTARY PUBLIC
MY COMMISSION EXPIRES _____





20170717000255590 2/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/17/2017 02:58:58 PM FILED/CERT

EXHIBIT "A"

Parcel 1:

Commencing at a 1 inch capped pipe in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed North 89 degrees 30 minutes 58 seconds West along the South boundary of said quarter-quarter section for a distance of 79.21 feet (set ½ inch rebar) to the Point of Beginning. From this beginning point proceed South 07 degrees 05 minutes 35 seconds West for a distance of 637.13 feet (set 1/2 inch rebar), said point being the P.C. of a concave curve right having a delta angle of 01 degrees 39 minutes 48 seconds and a radius of 5010.00 feet; thence proceed Southwesterly along the curvature of said curve for a chord bearing and distance of South 13 degrees 05 minutes 07 seconds West, 145.43 feet (set 1/2 inch rebar); thence proceed North 84 degrees 16 minutes 18 seconds West for a distance of 181.92 feet (set 1/2 inch rebar) to a point on the Easterly right-of-way of Alabama State Highway No. 119 (set 1/2 inch rebar), said point being located on the curvature of a concave left having a delta angle of 01 degrees 52 minutes 31 seconds and a radius of 4830.0 feet; thence proceed Northeasterly along the Easterly right-of-way of said highway and along the curvature of said curve for a chord bearing and distance of North 13 degrees 17 minutes 12 seconds East, 158.08 feet to a concrete right-of-way monument in place; thence proceed North 07 degrees 05 minutes 40 seconds East along the Easterly right-of-way of said highway for a distance of 608.08 feet to a 5/8" capped rebar in place; thence proceed South 89 degrees 30 minutes 58 seconds East for a distance of 181.20 feet to the Point of Beginning.

The above described land is located in the Northeast one-fourth of the Southwest one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 3.20 acres.

Parcel 2:

Commencing at a 1 inch capped pipe in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed North 89 degrees 30 minutes 58 seconds West along the South boundary of said quarter-quarter section for a distance of 33.90 feet (set ½ inch rebar) to the Point of Beginning. From this beginning point continue North 89 degrees 30 minutes 58 seconds West along the South boundary of said quarter-quarter section for a distance of 226.51 feet to a 5/8 inch capped rebar in place being a point on the Easterly right-of-way of Alabama State Highway No. 119; thence proceed North 07 degrees 05 minutes 40 seconds East along the Easterly right-of-way of said highway for a distance of 51.59 feet to a 5/* inch capped rebar in place being the P.C. of a concave curve left having a delta angle of 05 degrees 33 minutes 10 seconds and a radius of 4815.0 feet; thence proceed Northeasterly along the Easterly right-of-way of said highway and along the curvature of said curve for a chord bearing and distance of North 01 degrees 40 minutes 40 seconds East, 466.47 feet to a concrete right-of-way monument; thence proceed North 01 degree 12 minutes 01 seconds West along the Easterly right-of-way of said road for a distance of 42.65 feet to a nail in place; thence proceed North 89 degrees 43 minutes 49 seconds East for a distance of 225.03 feet (set 1/2 inch rebar); thence proceed South 01 degree 12 minutes 01 seconds East for a distance of 39.19 feet to the P.C. of a concave curve right having a delta angle of 05 degrees 33 minutes 10 seconds and a radius of 5040.0 feet; thence proceed Southwesterly along the curvature of said curve for a chord bearing and distance of South 01 degrees 40 minutes 40 seconds West, 488.26 feet (set 1/2 inch rebar); thence proceed South 07 degrees 06 minutes 44 seconds West for a distance of 30.61 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 2.90 acres.

As such parcels are more particularly described as:

Lots 1, 2 and 3, Alabaster Montevallo Subdivision, as recorded in Map Book 48, Page 12 of the records in the Office of Judge of Probate of Shelby County, Alabama, also being a parcel of land situated in the Southwest one-quarter of the Northwest one-quarter and the Northeast one-quarter of the Southwest one-quarter of Section 11, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama.


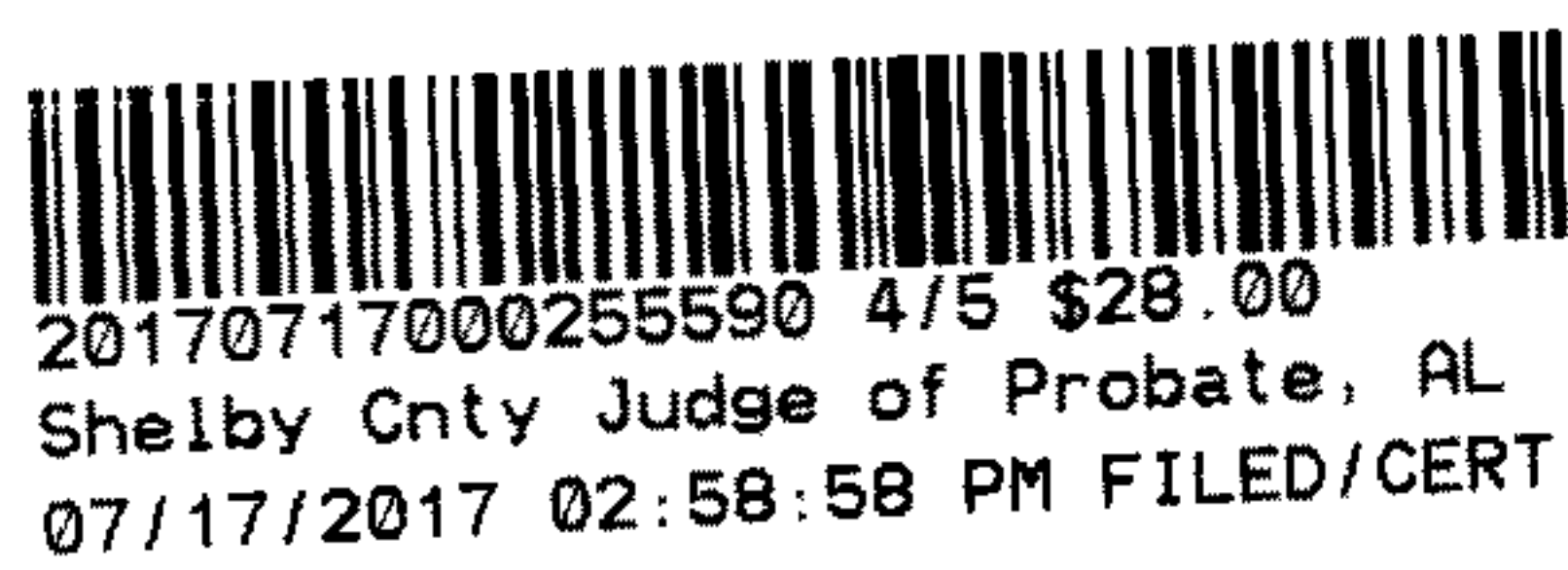

20170717000255590 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/17/2017 02:58:58 PM FILED/CERT

EXHIBIT "B"

- 1) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.
- 2) Easement established by Easement Deed by Court Order in Settlement of Landowner Action rendered in the United States District Court for the Northern District of Alabama, Southern Division, Civil Action No. 02-PWG-1338- S and 02-PWG-1447-S and recorded in Instrument No. 20120217000059230.
- 3) Covenants and agreements contained in Deed from HIGHWAY 119 ALABASTER, LLC, an Alabama limited liability company, and COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF ALABASTER, an Alabama non-profit corporation, dated July 29, 2015 and recorded in Instrument No. 20150807000273340.



Once recorded, please return to:
Stewart Title Guaranty Company
5935 Carnegie Blvd, Suite 301
Charlotte, NC 28209

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Commercial Develop. Authority
Mailing Address 1953 Municipal Way
Alabaster, AL 35007

Grantee's Name AL Alabaster Montevallo, LLC
Mailing Address 550 Main Street, Ste 300
Greenville, SC 29601

Property Address Hwy 119

Date of Sale July 11, 2017

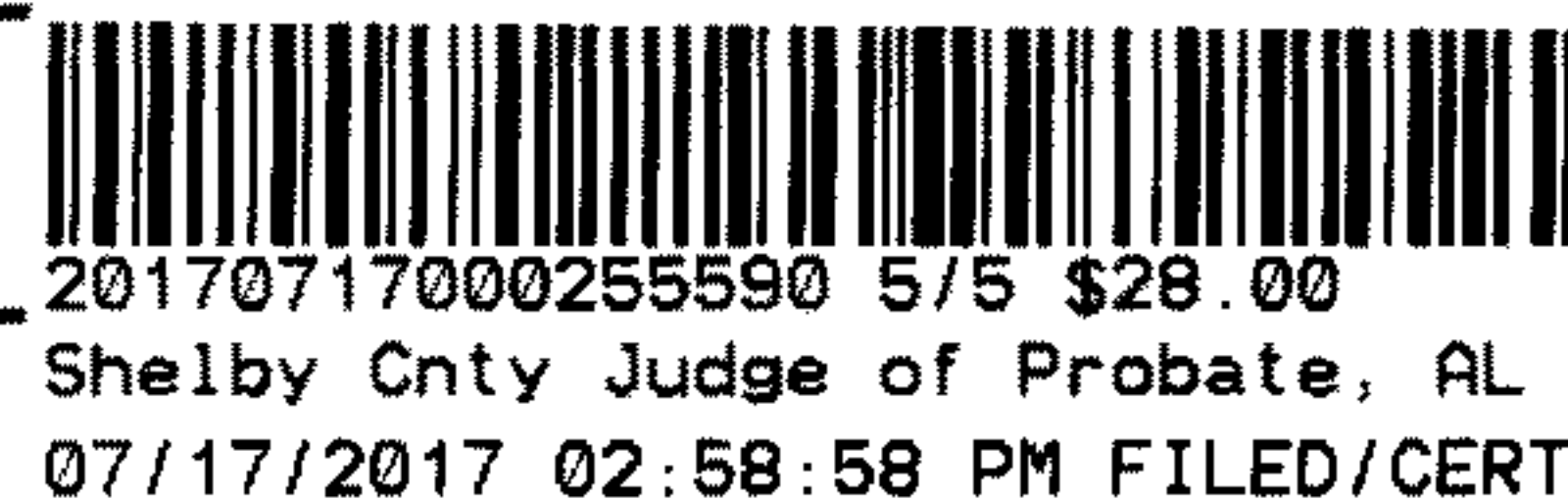
Total Purchase Price \$ 675,000

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

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 July 12, 2017

Print Paul Howanitz, Chairman, Commercial Development Authority of the City of Alabaster

☐ Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1