


This instrument prepared by:  
Gentry, Tipton & McLemore, P.C.  
900 S. Gay Street, Suite 2300  
Knoxville, Tennessee 37902  
Mr. Greg D. Meadows, Esq.

STATE OF ALABAMA  
COUNTY OF SHELBY

  
20180314000082450 1/6 \$3630.00  
Shelby Cnty Judge of Probate: AL  
03/14/2018 10:07:10 AM FILED/CERT

### **LIMITED WARRANTY DEED**

BE IT KNOWN, that for and in consideration of Ten Dollars (\$10.00) to the undersigned Grantor in hand paid by the Grantee herein, the receipt and sufficiency whereof is hereby acknowledged, ORANGE-HOOVER, LLC, an Alabama limited liability company (herein referred to as "Grantor"), has bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to HOOVER UNITED LLC, an Alabama limited liability company (hereinafter referred to as "Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit (the "Premises"):

**See EXHIBIT A attached hereto and incorporated herein by this reference.**

**THIS CONVEYANCE IS MADE SUBJECT TO ALL MATTERS SET FORTH IN EXHIBIT B (THE "PERMITTED ENCUMBRANCES") ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

To Have and to Hold to the said Grantee, its successor and assigns forever.

Grantor covenants with Grantee that it is lawfully seized in fee simple of the Premises, that it is free from all encumbrances except the Permitted Encumbrances; that it has a good right to sell and convey the same as aforesaid; and that it will warrant and defend the same to said Grantee against the lawful claims of all persons claiming by or through Grantor, but not otherwise.

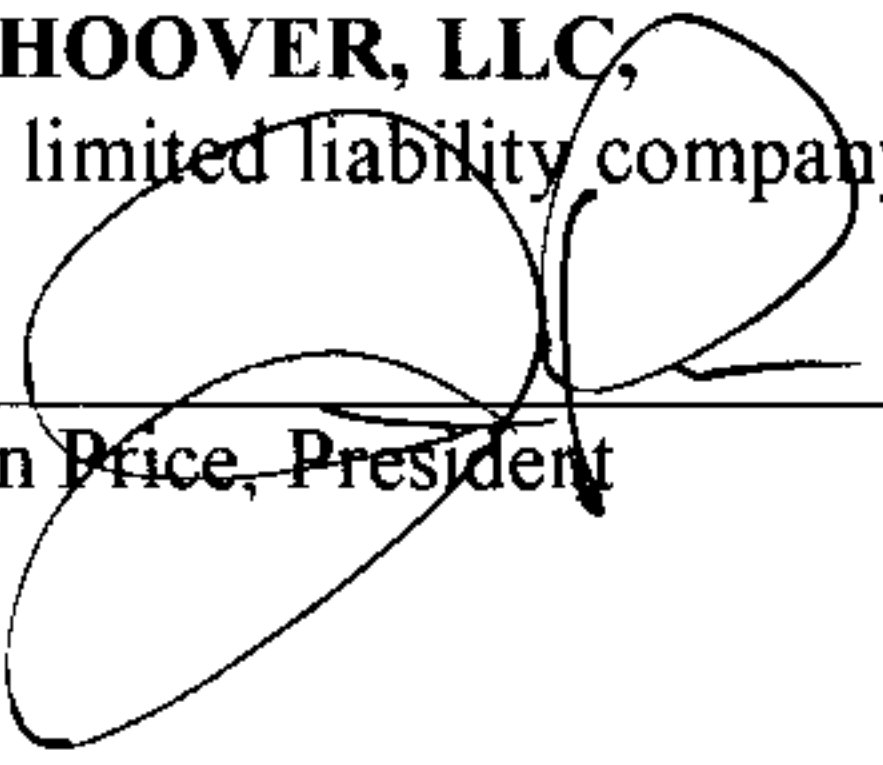
(Signature on following page)

Shelby County: AL 03/14/2018  
State of Alabama  
Deed Tax: \$3600.00

IN WITNESS WHEREOF, Grantor has caused this conveyance to be executed and sealed this 7 day of March, 2018.

**ORANGE-HOOVER, LLC,**  
an Alabama limited liability company

By:

  
Jason Price, President

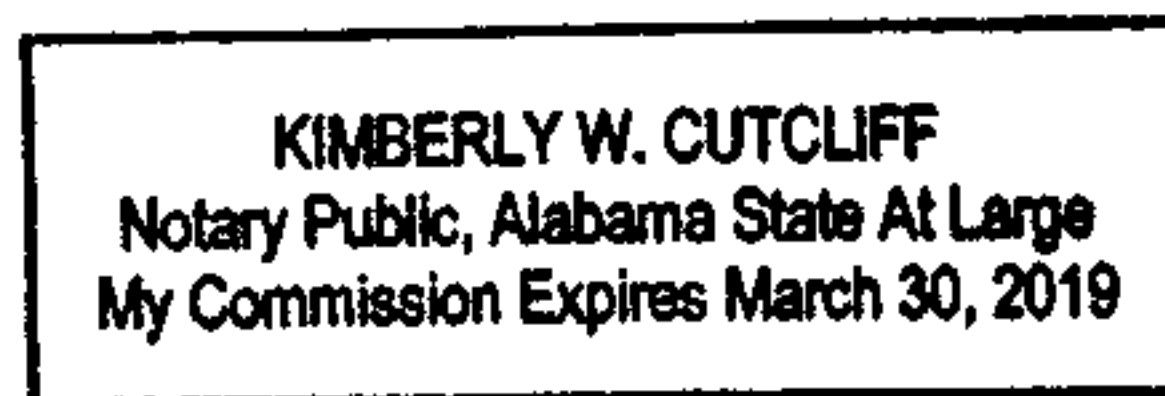
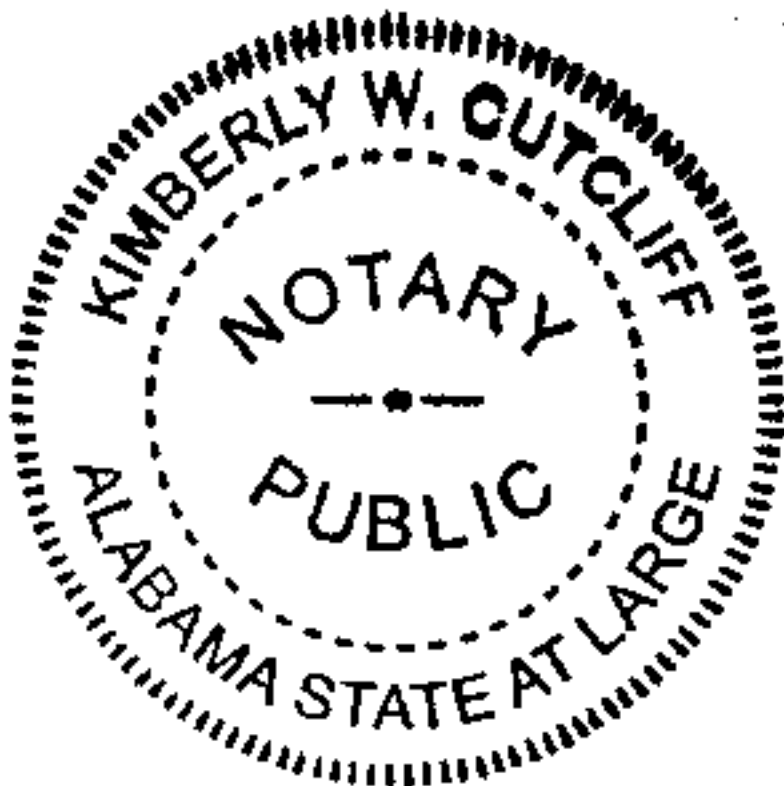
STATE OF ALABAMA     )  
                                  )  
                                  )  
COUNTY OF ~~JEFFERSON~~ SHELBY )


The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2018, by Robert Jason Price, Manager of Orange-Hoover, LLC, and Alabama limited liability company, on behalf of such limited liability company.

My Commission expires:

3/30/19  
(Notary Seal)

  
Notary Public



  
20180314000082450 2/6 \$3630.00  
Shelby Cnty Judge of Probate, AL  
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**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**Lot 1, according to the plat of MAC/Hoover Subdivision, as recorded in Map Book 43, page 44, in the Probate Office of Shelby County, Alabama.**

**LESS AND EXCEPT that portion of subject property specified in Condemnation Case PR-2013-000569 and conveyed to the State of Alabama in Instrument 20130924000384760, being more particularly described as follows:**

**A part of the SW 1/4 of SW 1/4, Section 32, Township 18 South, Range 1 West, identified as Tract No. 12 on Project No. NHF-0038, in Shelby County, Alabama and being more fully described as follows:**

**Commencing at a found JPS capped rebar referenced in Map Book 29, page 53 in the Probate Office of Shelby County; thence North 75°49'50" West and along the grantor's South property line a distance of 225.18 feet to a point on the grantor's said property line (said point also on acquired R/W line (said line between a point that is offset 75' RT and parallel to centerline of project), which is the point of BEGINNING; thence North 75°52'55" West and along the grantor's said property line a distance of 35.67 feet to a point of the East present R/W line of SR-119; thence North 21°25'29" East and along the said present R/W line a distance of 85.37 feet to a point on the North present R/W flare of SR-119; thence North 57°40'14" East and along the said present R/W flare a distance of 62.19 feet to a point on the acquired R/W line (said point offset 75' RT and perpendicular to centerline of project); thence South 22°2'4" West and along the acquired R/W line a distance of 130.99 feet; to the point and place of BEGINNING.**

**Together with all beneficial, non-exclusive easement rights set out in the Greystone Commercial Declaration of Covenants, Conditions, and Restrictions recorded in Real Volume 314, page 506, amended by the 1st Amendment recorded as Instrument 1996/00531; amended by the 2nd Amendment recorded as Instrument 1996-00532 and amended by the 3rd Amendment recorded as Instrument 2000-38942, in the Probate Office of Shelby County, Alabama.**

**Together with Non-exclusive easement rights for ingress and egress as set out in the Reciprocal Easement Agreement dated January 1, 1998 by and between Baptist Health Systems, Inc. and Dantract, Inc. and Charles W. Daniel recorded in Instrument 1999/33954 and in Instrument 1999/07730 and amended by Instrument 2001/7233, in the Probate Office of Shelby County, Alabama.**

**Together with Non-exclusive drainage easement as set out in the Declaration of Drainage Easement dated September 9, 2002 by the Crossroads at Greystone, LLC as recorded in Instrument 20020911000436070, superceded by Instrument 20030827000569350, in the Probate Office of Shelby County, Alabama.**

**Together with Cross-Easement as to Lot 2-A, according to a resurvey of Lots 1 and 2, The Crossroads at Greystone, as recorded in Map Book 29, page 53, in the Probate Office of Shelby County, Alabama, as set out in the Declaration of Access Easement dated September 9, 2002 by The Crossroads at Greystone, LLC and recorded in Instrument 20020911000436080, superceded by Instrument 20030827000569350, in the Probate Office of Shelby County, Alabama.**

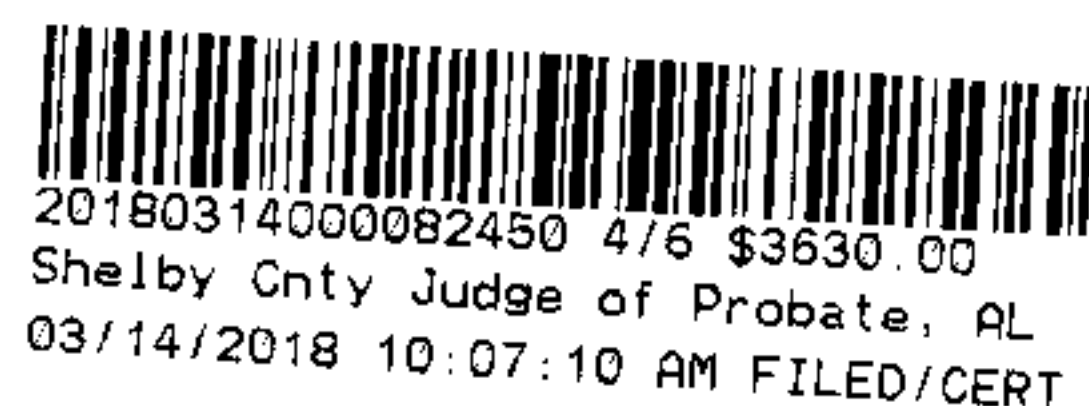
**TOGETHER WITH easement rights granted in that certain Declaration of Easements, Covenants and Restrictions recorded in Instrument 20121106000427620, as recorded in the Probate Office of Shelby County, Alabama.**



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PROPERTY DESCRIPTION

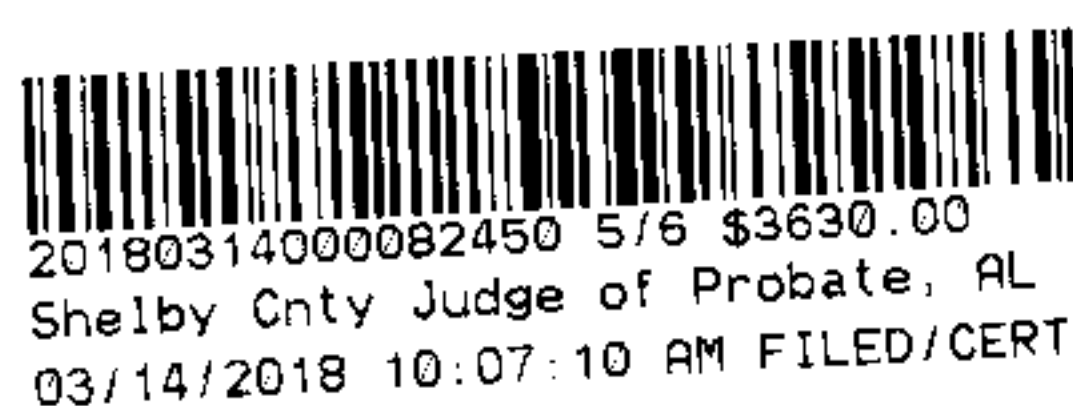
1. All taxes for the year 2018 and subsequent years, not yet due and payable.
2. Greystone Commercial Declaration of Covenants, Conditions and Restrictions as recorded in Real 314, page 506; First Amendment as recorded in Instrument 1996-531; Second Amendment as recorded in Instrument 1996-532; Third Amendment as recorded in Instrument 2000-38942 and Assignment of Developer Rights as recorded in Instrument 2001-35832, in the Probate Office of Shelby County, Alabama.
3. Right of way granted to Alabama Power Company as recorded in Deed Volume 126, page 180, in the Probate Office of Shelby County, Alabama.
4. Mineral and mining rights and rights incident thereto recorded in Instrument 20051220000655890, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.
5. Access Agreement between Motiva Enterprises LLC and The McPherson Companies, Inc as recorded Instrument 20060207000061570, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.
6. Terms and provisions of the Reciprocal Easement Agreement by and between Baptist Health System, Inc., Dantract, Inc. and Charles W. Daniel, dated January 1, 1998, as recorded in Instrument 1999-077730.
7. Reciprocal Easement Agreement recorded in Instrument 1999-33954 and amended in Instrument 2001-7233, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.
8. Permanent Easement Deed from The Crossroads at Greystone, LLC to Shelby County recorded in Instrument 200207300000351680, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.
9. Non-beneficial terms and provisions contained in the Declaration of Drainage Easement as recorded in Instrument 20020911000436070, superceded by Instrument 20030827000569350, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.
10. Non-beneficial terms and provisions contained in the Declaration of Access Easement as recorded in Instrument 20020911000436080, superceded by Instrument





20030827000569350, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.

11. Declaration of Protective Covenants, Conditions, Restrictions, and Easements, by and among Crossroads at Greystone, LLC, Express Partners, LLC and Anucha Tiemkongkanchna, Maneesri Tiemkongkarn and Atinon Tiemkongkarn as recorded in Instrument 20030827000569350, in the Probate Office of Shelby County, Alabama.
12. The following matters as shown on record plat in Map Book 43, page 44, in Probate Office and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_:
  - a) 50 foot front setback line along U.S. Highway 280 and Highway 119;
  - b) location of ingress/egress easement recorded in Deed Book 2001, page 7233;
  - c) location of storm easement along Northwesterly lot line;
  - d) location of force main easement recorded in Instrument 20020730000351680;and
  - e) encroachment of curbing over southerly lot lines.
13. Restrictions appearing of recorded in Instrument 20020911000436060, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.
14. Easement to Alabama Power Company recorded in Instrument 20040630000358740, in the Probate Office of Shelby County, Alabama and as shown on the survey of Arthur R. Nettles with Baseline Surveying & Design, LLC, dated 01/31/2018; last revised \_\_\_\_\_.
15. Declaration of Easements, Covenants and Restrictions as recorded in Instrument 20121106000427620, in the Probate Office of Shelby County, Alabama.
16. Intentionally deleted.
17. Terms and conditions, including a release of damages set forth in that certain deed to the State of Alabama in Instrument 20130924000384760, in the Probate Office of Shelby County, Alabama.
18. Right of way granted to Alabama Power Company recorded in Instrument 20131002000395610, in the Probate Office of Shelby County, Alabama.
19. Terms and conditions of that certain Short Form Memorandum Notice of Lease dated 10/22/2012, between Orange-Hoover, LLC and Alabama CVS Pharmacy, L.L.C., filed for record 11/6/2012, recorded in Instrument 20121106000427660, in the Probate Office of Shelby County, Alabama.



**Real Estate Sales Validation Form**

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

Grantor's Name	<u>Orange - Hoover, LLC</u>	Grantee's Name	<u>Hoover United, LLC</u>
Mailing Address	<u>1200 Corporate Dr.</u> <u>Suite G-50</u> <u>Birmingham AL 35242</u>	Mailing Address	<u>6111 Broken Sand Pkwy NW</u> <u>Suite 110</u> <u>Boca Raton, FL 33487</u>
Property Address	<u>5400 Hwy 280 East</u> <u>Hoover, AL</u>	Date of Sale	<u>3/7/2018</u>
		Total Purchase Price	<u>\$ 11,400,000.00</u>
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>

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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Closing Statement	

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 March 7, 2018


☐ Unattested

\_\_\_\_\_  
(verified by)

Print: Sam Sobering

Sign: \_\_\_\_\_

Grantor/Grantee/Owner/Agent (circle one)

  
20180314000082450 6/6 \$3630.00  
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**Form RT-1**