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RESTCOVN 1/4

Prepared by and Mail to: R. Mark Maddox, Cary Oil Co., 110 MacKenan Dr., Ste. 300, Cary, NC 27511

Prepared by: R. Mark Maddox.

COUNTY OF SHELBY

STATE OF ALABAMA

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned Grantor, Alwadud, LLC. (hereinafter referred to as the "GRANTOR"), and the undersigned Grantee, Cary Oil Co. Inc. (hereinafter referred to as the "GRANTEE"), for consideration of Ten Dollars (\$10.00) received by GRANTOR, and GRANTEE'S willingness to sell motor fuels to Diamond Jubilee, Inc., Tenant", of GRANTOR and any subsequent successors or assigns herein referred to as "TENANT "with respect to the Demised Premises (as hereinafter defined), pursuant to a certain Complete Contract of Sale (Branded) Agreement dated effective 4/30/2018 expiring 3/31/2028 and/or upon satisfactory completion of the terms and conditions contained herewith (the "Contract"), do hereby stipulate, covenant and agree that the Protective Covenants and Restrictions hereinafter set forth shall be covenants running with the title to the land located at: 11465 Alabama Highway 25, Calera, AL 35040, (the "Demised Premises"), and more particularly described in the attached Exhibit "A", which is incorporated by reference herein.

1. These Protective Covenants and Restrictions shall run with the Demised Premises for a period expiring 3/31/2028 and/or satisfactory completion of the terms and conditions of the Contract; provided, however, that in the event the Contract is terminated earlier by a mutual written agreement, signed by GRANTEE and TENANT, then these Protective Covenants and Restrictions shall also terminate at the same time as said mutual termination of the Contract.

2. During the period, these Protective Covenants and Restrictions are in effect, TENANT and its heirs, successors, tenants and/or assigns, shall be obligated to purchase BP Branded motor fuels from GRANTEE, or GRANTEE'S successors and assigns, to resell such fuels as BP Branded motor fuels to the motoring public at the Demised Premises, and to perform such other acts as may be described in the Contract, which is incorporated herein by reference. In the event the BP branded product withdraws from the market place GRANTEE shall have the right to substitute with another fuel supplier for the remaining term of the Contract.

3. During the period, these Protective Covenants and Restrictions are in effect, TENANT shall maintain the Demised Premises, at TENANT'S sole expense, according to the image, appearance and operational standards established by GRANTEE and/or GRANTEE'S motor fuel supplier from time to time, as well as in accordance with any such requirements in the Contract. However, GRANTOR and GRANTEE agree that upon any default by TENANT, GRANTOR shall have no obligation to cure TENANT's default under said Contract.

4. These Protective Covenants and Restrictions shall be enforceable against the undersigned GRANTOR and its heirs, successors, tenants and/or assigns. GRANTOR specifically grants to GRANTEE the right, at GRANTEE'S option, to cure any default under the terms of any loan documents that encumber the Demised Premises and to collect from GRANTOR or its TENANT, as the case may be, all such sums paid by GRANTEE.

5. These Protective Covenants and Restrictions are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws. If any provision of these Protective Covenants and Restrictions, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of these Protective Covenants and Restrictions and the application of such provision to any other person or circumstance shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Signatures Continue On Next Page]

IN WITNESS WHEREOF, the undersigned GRANTOR, and GRANTEE have signed, sealed and delivered these Protective Covenants and Restrictions this 12th day of April, 2018.

GRANTOR:

Alwadud, LLC.,

An Alabama Limited Liability Company

By: Salim Rajpari [SEAL]

Name: _____

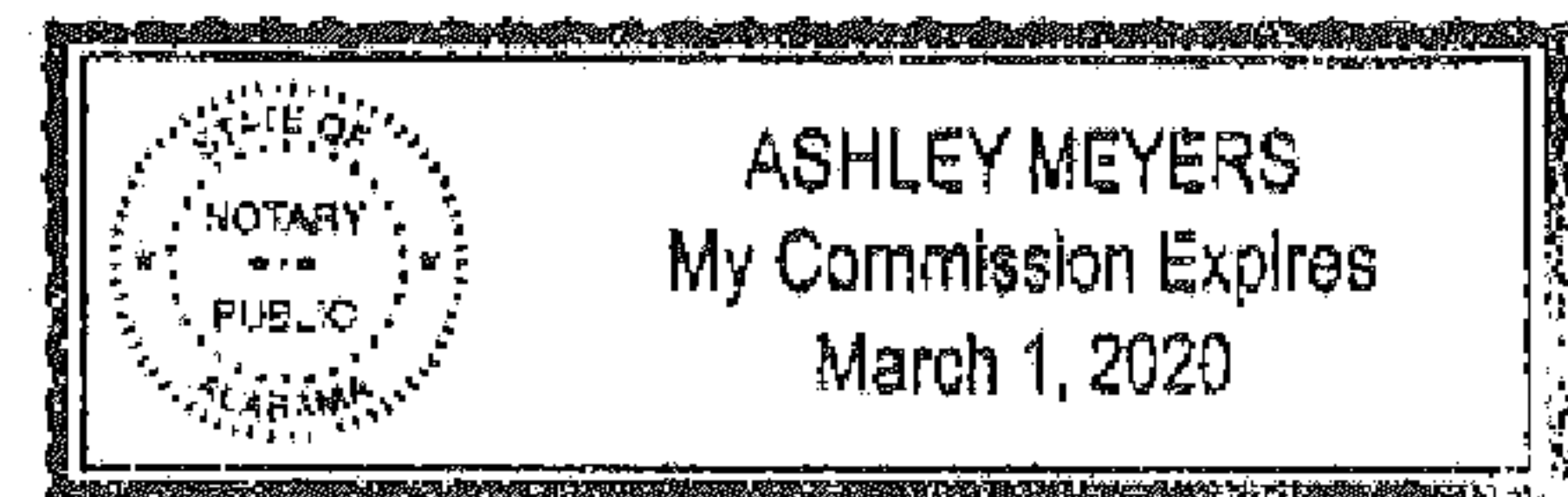
Title: PresidentWitness: [Signature]Witness: [Signature]STATE OF AlabamaCOUNTY OF: Shelby

I, Ashley Meyers, a Notary Public in and for said county and state, hereby certify that Salim Rajpari, whose name as member of Alwadud, LLC., an Alabama Limited Liability Company, 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 the conveyance, he or she, in his or her capacity as member, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 12th day of April, 2018.

NOTARY PUBLIC: Ashley MeyersMy Commission Expires: March 1, 2020


[Signatures Continue On Next Page]



CARY OIL CO., INC.,
a North Carolina Corporation

By: 
Robert Mark Maddox
Vice President Branded Marketing

Witness: 

Witness: 

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Allison Brown, a Notary Public in and for said county and state, hereby certify that R. Mark Maddox, whose name as V. president of the CARY OIL CO., INC., a North Carolina corporation, 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 the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 26 day of April, 2018.

Allison Brown
NOTARY PUBLIC
Wake County, NC

NOTARY PUBLIC: 

My Commission Expires: March 5, 2022

Exhibit A
(Legal Description)

PARCEL B: Commence at the SE corner of Block 194 of Dunstan's map of Calera, as recorded in Map book O, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama; thence North 00 degrees 08 minutes 52 seconds East, a distance of 108.27 feet to the POINT OF BEGINNING, said point being a curve to the left, having a radius of 975.55, a central angle of 02 degrees 10 minutes 37 seconds and subtended by a chord which bears North 64 degrees 52 minutes 25 seconds East and a chord distance of 37.06 feet; thence along the arc of said curve, a distance of 37.07 feet; thence North 00 degrees 34 minutes 51 seconds West, a distance of 273.11 feet; thence North 84 degrees 38 minutes 13 seconds West, a distance of 30.16 feet; thence North 88 degrees 51 minutes 02 seconds West a distance of 55.11 feet; thence South 01 degree 19 minutes 08 seconds East, a distance of 82.78 feet; thence South 31 degrees 52 minutes 25 seconds West, a distance of 56.29 feet; thence South 00 degrees 55 minutes 14 seconds East, a distance of 193.43 feet to the beginning of a curve to the left, having a radius of 1105.92, a central angle of 04 degrees 24 minutes 14 seconds and subtended by a chord which bears North 68 degrees 27 minutes 29 seconds East and a chord distance of 84.99 feet; thence along the arc of said curve, a distance of 85.01 feet to the Point of Beginning. Being part of Lot 2-8, Block 194, Dunstan's Map of Calera and part of vacated 2nd street.

PARCEL C: Commence at the SE corner of Block 194 of Dunstan's map of Calera as recorded in Map Book O, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama; thence North 00 degrees 08 minutes 52 seconds East, a distance of 108.27 feet to a point, said point being the beginning of a curve to the left, having a radius of 975.56, a central angle of 02 degrees 10 minutes 37 seconds and subtended by a chord, which bears North 64 degrees 52 minutes 25 seconds East, and a distance of 37.06 feet; thence along the arc of said curve distance of 37.07 feet to the POINT OF BEGINNING; said point being a compound curve to the left, having a radius of 975.56, a central angle of 09 degrees 07 minutes 34 seconds and subtended by a chord which bears North 59 degrees 13 minutes 20 seconds East, and a chord distance of 155.22 feet; thence along the arc of said curve, a distance of 155.39 feet; thence North 00 degrees 34 minutes 51 seconds West, a distance of 186.66 feet; thence North 88 degrees 12 minutes 12 seconds West, a distance of 89.33 feet; thence North 84 degrees 38 minutes 13 seconds West, a distance of 45.15 feet; thence South 00 degrees 34 minutes 13 seconds West, a distance of 45.15 feet; thence South 00 degrees 34 minutes 51 seconds East, a distance of 273.11 feet to the POINT OF BEGINNING. Being part of Lot 9 - 13, Block 195, Dunstan's Map of Calera and part of vacated 2nd street.

Situated in Shelby County, Alabama.

PARCEL D:

The East 94 feet of lots 9, 10, 11, 12 and 13 of Block 195 according to Dunstan's Map of Calera, Alabama, recorded in the Probate Office of Shelby County, Alabama. However, there is excepted herefrom the right of way of Calera-Columbiana Highway.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/30/2018 03:41:51 PM
\$24.00 CHERRY
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