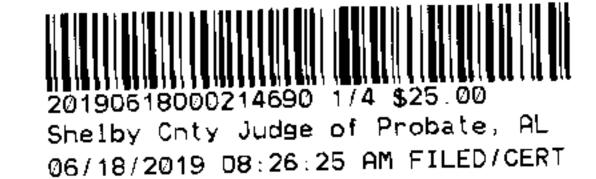
This instrument was prepared by and upon recording should be returned to:

Gail Livingston Mills, Esq. BURR & FORMAN LLP 420 North 20th Street, Suite 3400 Birmingham, Alabama 35203 (205) 251-3000 Send Tax Notice To:

51 Properties, LLC 216 Cahaba Oaks Trail Indian Springs, Alabama 36066

NOTE TO RECORDER: 100% OF THE CONSIDERATION FOR THIS DEED IS PROVIDED BY A PURCHASE MONEY MORTGAGE RECORDED CONTEMPORANEOUSLY HEREWITH

STATE OF ALABAMA
COUNTY OF SHELBY



# STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) and other good valuable consideration to DUNN REAL ESTATE, LLC, an Alabama limited liability company ("Grantor"), in hand paid by 51 PROPERTIES, LLC, an Alabama limited liability company ("Grantee"), Grantor does by these presents hereby grant, bargain, sell and convey unto Grantee the following real estate situated in Shelby County, Alabama (the "Property"), to wit:

Lot 6-A, according to Resurvey Lot 6 of the subdivision of Interstate Commerce Park as recorded in Map Book 51, Page 6 in the Office of the Judge of Probate of Shelby County, Alabama

Together with rights and interests in private roads designated as Interstate Commerce Court and Interstate Commerce Drive as shown on map recorded in Map Book 48, Page 5 as granted in Declaration of Covenants for Interstate Commerce Park recorded in Instrument 20170623000225580, both being filed for record in the Probate Office of Shelby County, Alabama.

The Property is being conveyed subject to the exceptions set forth in Exhibit A attached hereto and made a part hereof (the "Permitted Encumbrances").

TOGETHER WITH all improvements situated thereon or attached thereto, and all tenements, hereditaments, appurtenances, rights, easements, benefits and rights-of-ways, if any, appurtenant thereto, subject, however, to the Permitted Encumbrances.

TO HAVE AND TO HOLD the Property unto the Grantee and the Grantee's successors and assigns, forever. Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the above described Property against the lawful claims of all persons claiming by, through, or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the \_\_\_\_\_ day of June, 2019.

[Remainder of Page Intentionally Blank]

## **GRANTOR:**

**DUNN REAL ESTATE, LLC,** an Alabama limited liability company

BY:

Christophe W. Hoyt

Manager

STATE OF ALABAMA **COUNTY OF JEFFERSON** 

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher W. Hoyt, whose name as Manager of DUNN REAL ESTATE, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this  $\sqrt{3}$  day of June, 2019.

[NOTARY SEAL]

Notary Public
My commission expires: 1/17/21

20190618000214690 2/4 \$25.00 Shelby Cnty Judge of Probate, AL

06/18/2019 08:26:25 AM FILED/CERT

## EXHIBIT A

#### PERMITTED ENCUMBRANCES

- 1. Taxes and assessments for the year 2019 and subsequent years, a lien not yet due and payable.
- 2. Building Setback Lines, Easements and Notes as shown on map recorded in Map Book 51, Page 6.
  - 3. Rights of interested parties under outstanding unrecorded leases.
  - 4. Restrictions appearing of record in Real Volume 265, Page 628 and Inst # 1997-01477.
- 5. Declaration of Covenants recorded in Instrument # 20170623000225580, as amended by Amendment to Declaration of Covenants for Interstate Commerce Park recorded contemporanously herewith.
- 6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 352, Page 818.
  - 7. Release of damages as recorded in recorded in Inst # 1997-01477.
- 8. Right of Way granted to Alabama Power Company as recorded in Instrument # 20150424000133840 and Instrument # 20181129000418330.
- 9. Terms and Conditions of Declaration of Access Easement as recorded in Instrument # 20141118000363210.
- 10. Denial of all existing, future, and/or potential common law or statutory rights of access between subject property and Interstate Highway I-65.

20190618000214690 3/4 \$25.00 Shelby Cnty Judge of Probate: AL 06/18/2019 08:26:25 AM FILED/CERT

#### Real Estate Sales Validation Form

|   | This Document must be filed in accordance                              | ce with Code of Alabama             | 1975, Section 40-22-1  |
|---|--|-------------------------------------|--|
| Grantor's Name:   | Dunn Real Estate, LLC  | Grantees' Name:                     | 51 Properties, LLC   |
| Mailing Address:  | P.O. Drawer 247  | Mailing Address:                    | 216 Cahaba Oaks Trial  |
|   | Birmingham, Alabama 35201  |                                     | Indian Springs, AL 35124   |
| Property Address:   | Lot 6-A, Interstate Commerce Park<br>Alabaster, Shelby County, Alabama | Date of Sale:                       | June 19, 2019  |
|   |  |                                     | Total Purchase Price: \$1,100,000.00   |
|   |  |                                     | or   |
|   |  |                                     | Actual Value:  |
|   |  | 1 L                                 | or   |
|   |  |                                     | Assessor's Market Value:   |
| <u>X</u> C  | losing Statement   | Other: all of the required inform   | ation referenced above, the filing of this form  |
| Grantor's name and mailing address.   |  | structions ne person or persons con | nveying interest to property and their current   |
| Grantee's name and  | mailing address - provide the name of the pe                           | erson or persons to whor            | n interest to property is being conveyed.  |
| Property address - th   | ne physical address of the property being con                          | nveyed, if available.               |  |
| Date of Sale - the da   | ite on which interest to the property was con                          | weyed.                              |  |
| Total purchase price offered for record.  | e - the total amount paid for the purchase of                          | the property, both real a           | nd personal, being conveyed by the instrument  |
|   |  |                                     | th real and personal, being conveyed by the a licensed appraiser or the assessor's current |
| If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, |  |                                     |  |

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: June 13, 2019

**GRANTOR**:

**DUNN REAL ESTATE, LLC,** an Alabama limited liability company

Christopher W. Hoyt

Manager

X Unattested

Shelby Cnty Judge of Probate: AL

06/18/2019 08:26:25 AM FILED/CERT

Form RT-1

33532471 v1