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20200130000040030 1/7 \$41640.00
Shelby Cnty Judge of Probate, AL
01/30/2020 01:08:43 PM FILED/CERT

Prepared by and Return to:

Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attn: Zachary J. Siegel

STATE OF ALABAMA

SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred and No/100 Dollars and other good and valuable considerations to the undersigned PERA LEE BRANCH, INC., a Colorado nonprofit corporation ("Grantor"), in hand paid by Grantee herein, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto BCDPF VILLAGE AT LEE BRANCH LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made subject to the matters shown on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the aforementioned premises, together with all improvements, easements and appurtenances thereunto appertaining, unto Grantee, its successors and assigns, **FOREVER**.

[remainder of page intentionally left blank]



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IN WITNESS WHEREOF, PERA LEE BRANCH, INC., a Colorado nonprofit corporation, has caused this instrument to be executed in its name and behalf by Stacie S. Crown, its duly authorized President, on this the 28 day of January, 2020.

PERA LEE BRANCH, INC.,
a Colorado nonprofit corporation

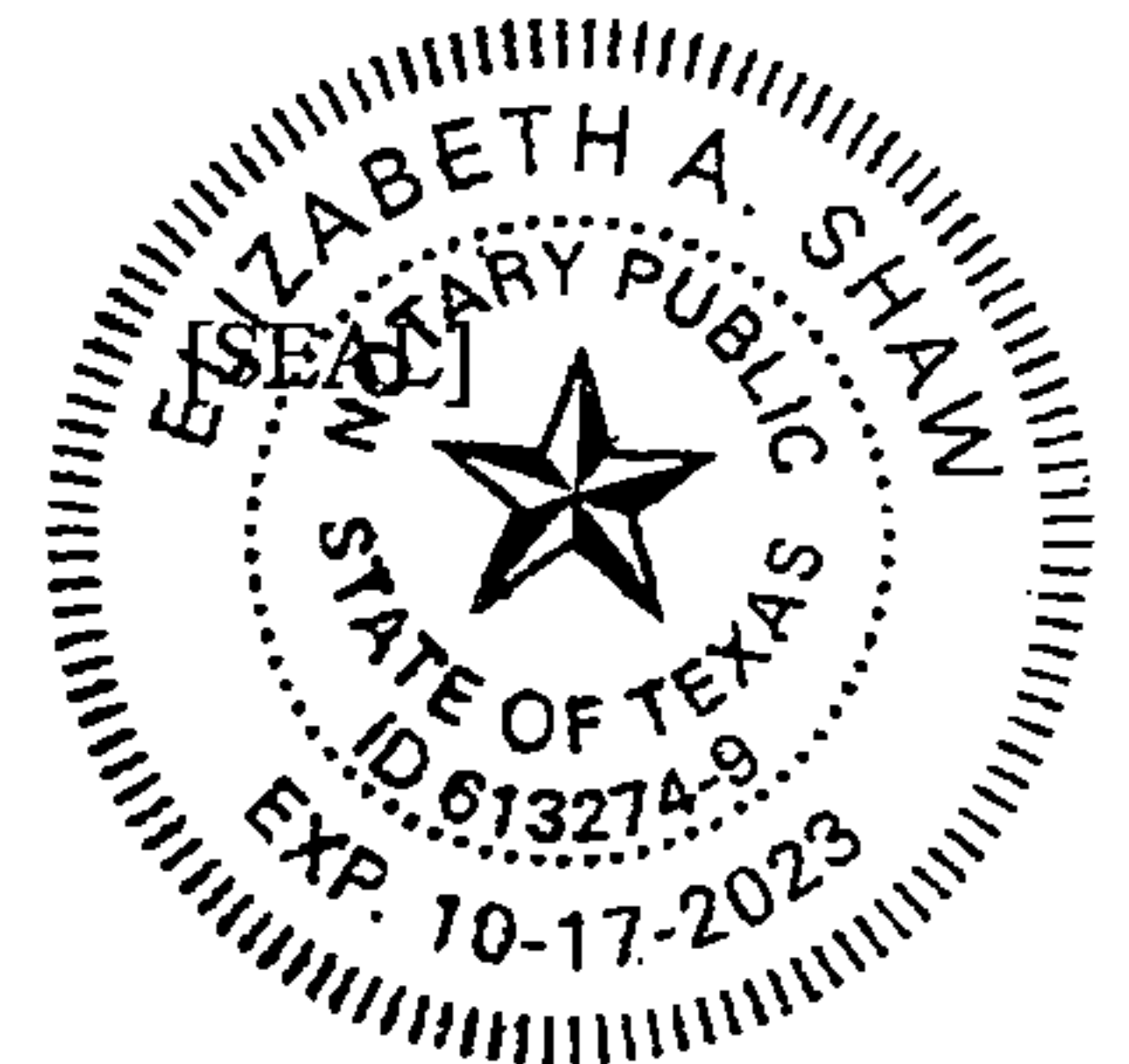
By: [Signature]
Name: Stacie S. Crown
Title: President

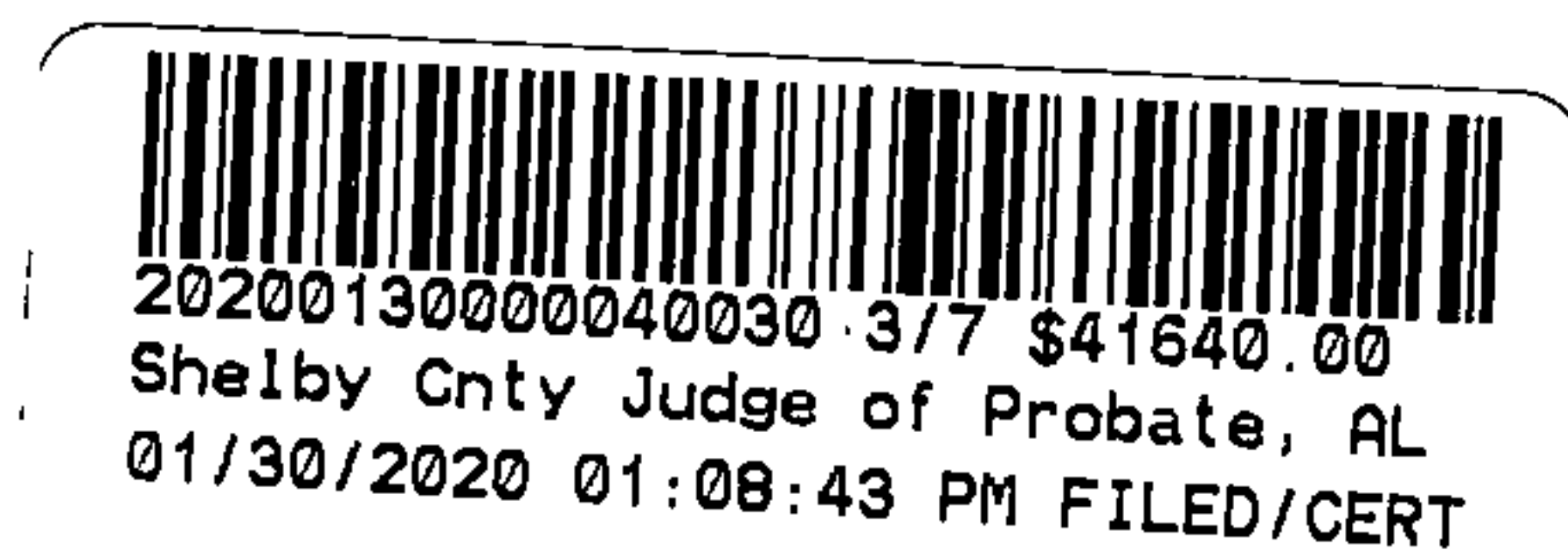
STATE OF Texas
Dallas COUNTY

I, the undersigned Notary Public in and for said State at Large, hereby certify that Stacie S. Crown, whose name as President of PERA Lee Branch, Inc., a Colorado nonprofit 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/she, as such President and with full authority, executed the same voluntarily for and as the act of said corporation as of the date hereof.

Given under my hand on this the 28 day of January, 2020.

[Signature]
NOTARY PUBLIC
My commission expires: 10/17/2023





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EXHIBIT A

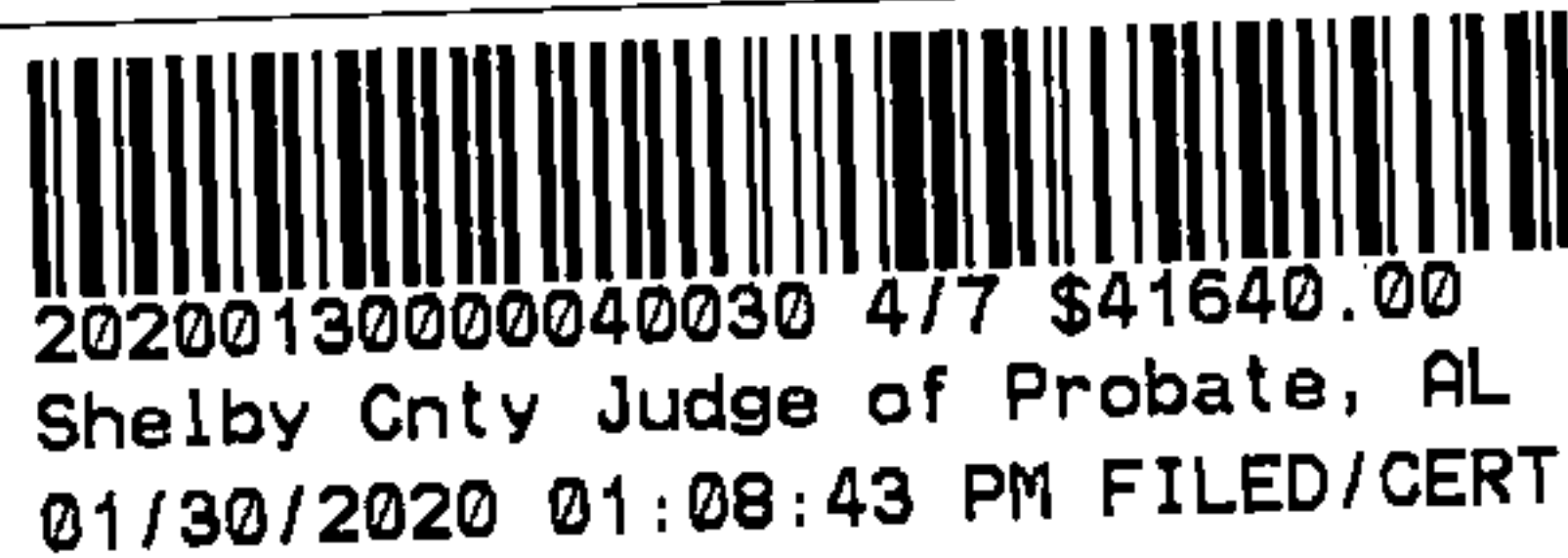
LEGAL DESCRIPTION

PARCEL I:

Lot 1C - 2, according to the resurvey of Lot 1C of a resubdivision of The Village at Lee Branch, as recorded in Map Book 39, Pages 85 A & B, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 1C - 1, according to the resurvey of Lot 1C of a resubdivision of The Village at Lee Branch, as recorded in Map Book 39, Pages 85A & B in the Probate Office of Shelby County, Alabama.

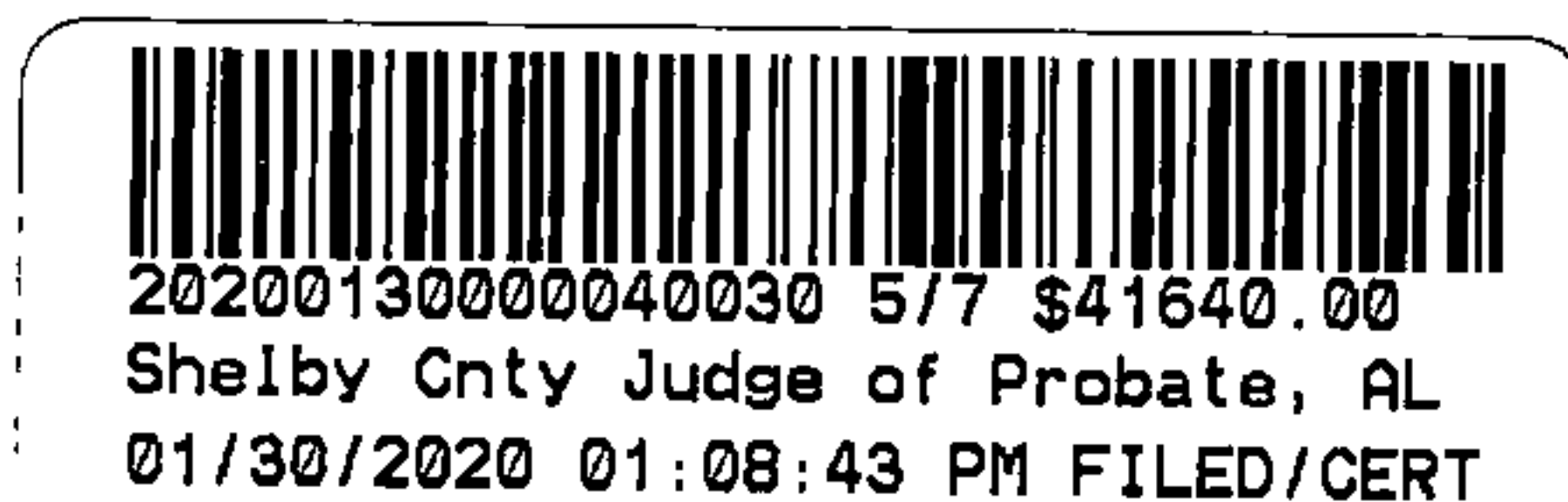


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EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of any unpaid real estate taxes, water charges and sewer rents for 2020 and subsequent years.
2. Any encroachment, encumbrance, violation, variation, or other adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Property.
3. All liens and encumbrances resulting from the investigations or any and all other activities undertaken by Grantee or Grantee's employees, agents, consultants, representatives and contractors. Any defect or other title matter caused by Grantor or anyone claiming by, through, or under Grantor.
4. Easements, or claims of easements, not shown by the public records, provided the same were not entered into by Grantor or known of by Grantor (and entered into after January 21, 2015).
5. Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization.
8. 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. The Grantor makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. All matters as set forth as shown on the plat as recorded in Map Book 39, Page 85, Map Book 31, Page 130, and Map Book 31, Page 43, of the Probate Records of Shelby County, Alabama.
10. Right of Way granted to Alabama Power Company recorded in Book 109, Page 496, and Book 185, Page 132, of the Probate Records of Shelby County, Alabama.
11. Right of Way granted to Alabama Power Company recorded in Book 109, Page 497, of the Probate Records of Shelby County, Alabama.
12. Rights of other in and to the use of ingress and egress easements recorded in Book 174, Page 402, as amended in Book 247, Page 645, of the Probate Records of Shelby County, Alabama.
13. Title to all minerals within and underlying the premises, together with all mining rights and other rights, recorded in Book 247, Page 709, Book 259, Page 350, and Book 331, Page 262, of the Probate Records of Shelby County, Alabama.
14. Terms and conditions of Temporary Construction and Slope Easement Agreement recorded in Instrument No. 20021108000557110, as affected by Assumption of Slope Maintenance Obligations recorded in Instrument No. 20090417000141510, of the Probate Records of Shelby County, Alabama.



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15. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, recorded in Instrument No. 20030701000412990, as amended by First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, recorded in Instrument No. 20030827000569970, of the Probate Records of Shelby County, Alabama.
16. Easement granted to Alabama Power Company recorded in Instrument No. 20040102000000610, of the Probate Records of Shelby County, Alabama.
17. Easement granted to Alabama Power Company recorded in Instrument No. 20040312000127270, of the Probate Records of Shelby County, Alabama.
18. Easement granted to BellSouth as recorded in Instrument No. 20060607000269310, of the Probate Records of Shelby County, Alabama.
19. Settlement Decree in Case CV-02-687 recorded in Instrument No. 20030210000079290, and Consent to Settlement Decree recorded in Instrument No. 20030904000589000, of the Probate Records of Shelby County, Alabama.
20. Lease by and between PERA Lee Branch, Inc., and Dick's Sporting Goods, Inc., as evidenced by Memorandum of Lease recorded in Instrument No. 20190308000075050, of the Probate Records of Shelby County, Alabama.
21. Cost-Sharing Agreement recorded in Instrument No. 20140917000291230, of the Probate Records of Shelby County, Alabama.
22. Lease together with any and all amendments thereto, by and between Publix Alabama, LLC, and AIG Baker Brookstone, as evidenced by Memorandum of Leases as recorded in Instrument No. 20020729000351020, as amended by First Amendment to Memorandum of Lease recorded in Instrument No. 20020826000405690, as amended by Second Amendment to Memorandum of Lease recorded in Instrument No. 20040622000339810, as amended by Third Amendment to Memorandum of Lease recorded in Instrument No. 200703060000099750, of the Probate Records of Shelby County, Alabama.
23. Declaration of Covenants, Conditions and Restrictions and Declaration of Easements as recorded in Instrument No. 20061025000527560, of the Probate Records of Shelby County, Alabama.
24. Declaration of Limited Use Restrictions as recorded in Instrument No. 20070702000309430, of the Probate Records of Shelby County, Alabama.
25. Lease together with any and all amendments thereto, by and between Five Guys Operations, LLC, and PERA Lee Branch, Inc., as evidenced by that certain Subordination, Non-Disturbance and Attornment Agreement, recorded in Instrument No. 20150904000309930, of the Probate Records of Shelby County Alabama.
26. Rights of other in and to the use of ingress and egress easements recorded in Book 314, Page 344, of the Probate Records of Shelby County Alabama.
27. The following matters as shown on survey prepared by J. Brett Orrell, PLS No. 31836-S, for Bock & Clark Corporation an NV5 Company, dated November 6, 2019, last revised _____, 2019, designated NV5 Project No. 201904891-001 CAS; to wit:
 - a. Water lines
 - b. Sanitary sewer lines
 - c. Storm sewer lines



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28. The rights of the following tenants, as tenants only, under unrecorded leases:

1.	Five Guys Burgers and Fries
2.	Branch Boutique
3.	Chicken Salad Chick
4.	Cinnaholic
5.	DON PEPE
6.	Dick's Sporting Goods
7.	European Wax Center
8.	Expedia Cruise Center
9.	Express MRI
10.	Eye Care Associates
11.	Foxy Nails
12.	Hair Reflections
13.	Hollywood Feed
14.	Massage Envy
15.	Moe's Southwest Grill
16.	Momma G's
17.	Panera
18.	Pools and Spas
19.	Profile by Sanford
20.	Publix
21.	Rosati's
22.	Spin Cleaners
23.	Supercuts
24.	Sweet Frogs
25.	The UPS Store

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>PERA Lee Branch, Inc.</u>	Grantee's Name	<u>BCDPF Village at Lee Branch LLC</u>
Mailing Address	<u>c/o L&B Realty Advisors, LLP</u> <u>5910 N. Central Expwy., Ste. 1200</u> <u>Dallas, TX 75206</u>	Mailing Address	<u>c/o Black Creek Group</u> <u>518 17th Street, Suite 1700</u> <u>Denver, CO 80202</u>
Property Address	<u>410 Doug Baker Boulevard</u> <u>Birmingham, AL 35242</u>	Date of Sale	<u></u>
		Total Purchase Price	<u>\$41,600,000.00</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)

☐ Bill of Sale☐ Appraisal☐ Sales Contract☐ Other ☒ 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).

PERA LEE BRANCH, INC.,
a Colorado nonprofit corporation

DATE: January 29, 2020



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Shelby County

Allen S. Byrd

By: *Stacie S. Crown*

Name: Stacie S. Crown

Title: President

☒ Unattested

(verified by)

(Grantor) (Grantee/Owner/Agent) circle one