

20200529000214990
05/29/2020 10:58:26 AM
DEEDS 1/6

This instrument was prepared by:
Joshua L. Hartman
P. O. Box 846
Birmingham, Alabama 35201

Send Tax Notice To:
FLEMMING PARTNERS, LLC
3545 Market Street
Birmingham, AL 35226

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

JEFFERSON COUNTY)

That in consideration of Two Million Five Hundred Thousand and NO/100 (\$2,500,000.00) Dollars to the undersigned grantor, **SB DEV. CORP.**, an Alabama Corporation, (herein referred to as GRANTOR) in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **FLEMMING PARTNERS, LLC**, an Alabama Limited Liability Company, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama and Jefferson County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO THOSE MATTERS SET FORTH ON ATTACHED EXHIBIT "B".

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said GRANTOR, by its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the 22 day of May, 2020.

SB DEV. CORP.,
An Alabama Corporation

By: 
J. Daryl Spears
Authorized Representative

NOTE TO RECORDER: The entire purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith. and recorded in Shelby County Instrument # 20200527000211830 and Jefferson County Instrument #2020054284.

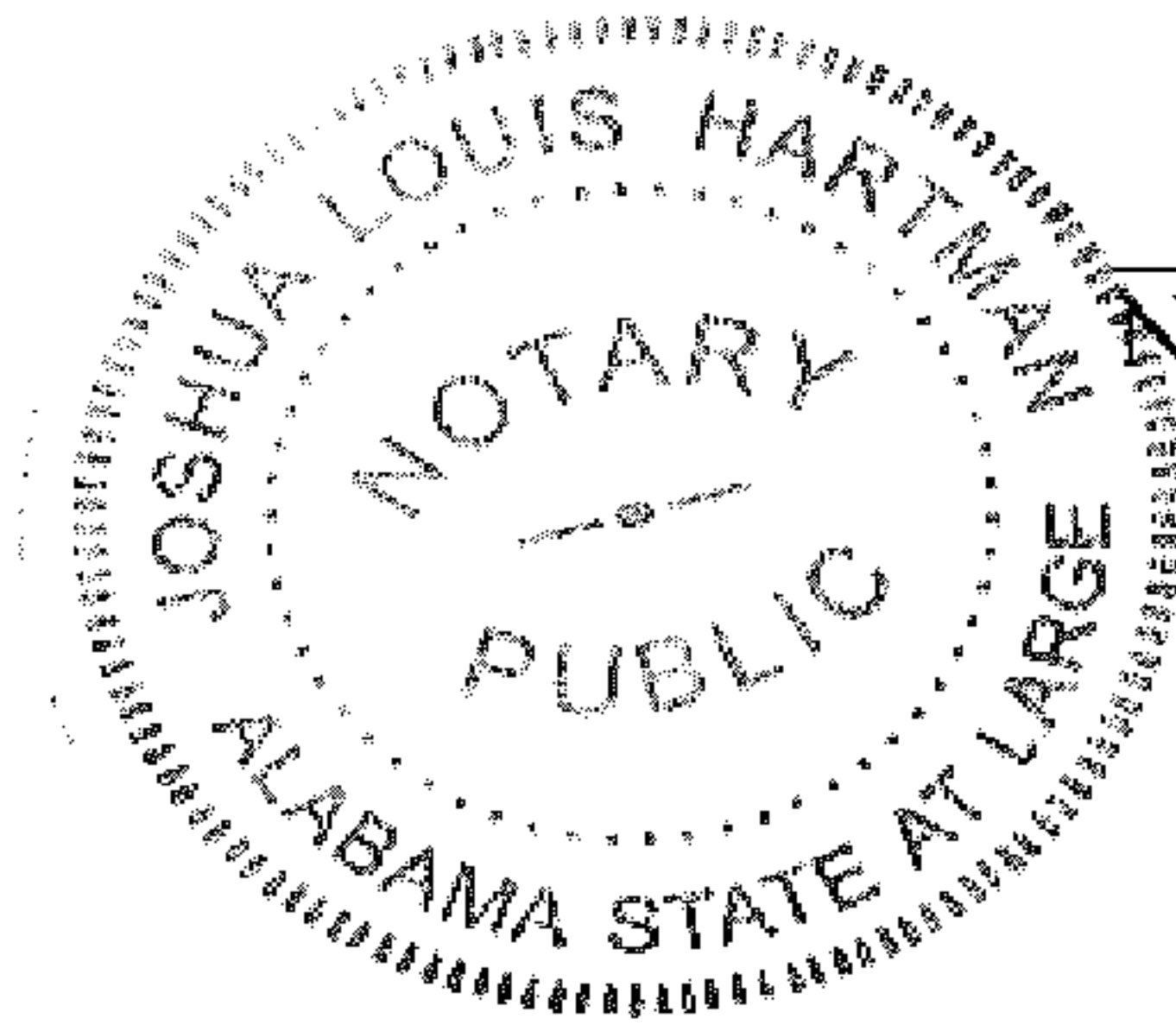
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, whose name as Authorized Representative of SB DEV. CORP., an Alabama 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, 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 22 day of May, 2020.

My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2024



Notary Public

EXHIBIT "A"

A parcel of land situated in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 20 South, Range 3 West, the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, and in the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at a 3 inch capped pipe at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 20 South, Range 3 West, Shelby County Alabama and run in a Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 732.39 feet to an Alabama Engineering capped iron pin; thence turn an interior angle to the right of $138^{\circ}44'33''$ and run in a Northeasterly direction for a distance of 2132.65 feet to a found capped rebar (GSA); thence turn an interior angle to the right of $107^{\circ}43'09''$ and run in a Northwesterly direction of 884.84 feet to a found capped rebar (GSA); thence turn an interior angle to the right of $151^{\circ}31'09''$ and run in a Northwesterly direction of 386.65 feet to a non-tangent curve to the right having a radius of 1525.00 feet and a central angle of $04^{\circ}13'03''$; thence turn an interior angle to the right of $102^{\circ}58'42''$, angle measured to the tangent, and run in a Southwesterly direction, along the arc of said curve, for a distance of 112.25 feet to an Alabama Engineering capped iron pin; thence run tangent from said curve, in a Southwesterly direction, for the distance of 128.58 feet to an Alabama Engineering iron pin at the P.C. (Point of Curvature) of a curve to the left having a radius of 475.00 feet and a central angle of $10^{\circ}55'05''$; thence run in a Southwesterly direction, along the arc of said curve, for a distance of 90.51 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for a distance of 569.20 feet to an Alabama Engineering iron pin at the P.C. of a curve to the left having a radius of 475.00 feet and a central angle of $03^{\circ}52'06''$; thence run in a Southwesterly direction, along the arc of said curve, for a distance of 32.07 feet; thence run tangent from said curve, in a Southwesterly direction, for a distance of 333.71 feet to an Alabama Engineering iron pin at the P.C. of a curve to the left having a radius of 475.00 feet and central angle of $06^{\circ}23'07''$; thence run in a Southwesterly direction, along the arc of said curve, for a distance of 52.94 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for a distance of 78.47 feet to an Alabama Engineering iron pin at the P.C. of a curve to the right at the having a radius of 1525.00 feet and a central angle of $05^{\circ}03'28''$; thence run in a Southwesterly direction, along the arc of said curve, for the distance of 134.58 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for the distance of 362.15 feet to an Alabama Engineering iron pin at the P.C. of a curve to the right having a radius of 525.00 feet and a central angle of $25^{\circ}35'34''$; thence run in a Southwesterly direction, along the arc of the curve, for a distance of 231.52 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for a distance of 194.25 feet to an Alabama Engineering iron pin; thence turn an interior angle to the right of $142^{\circ}11'12''$ and run in a Southwesterly direction for a distance of 651.54 feet to an Alabama Engineering iron pin; thence turn an interior angle to the right of $189^{\circ}05'00''$ and run in a Southwesterly direction for a distance of 1181.30 feet to an Alabama Engineering iron pin; thence turn an interior angle to the right of $97^{\circ}15'54''$ and run in a Southeasterly direction for a distance of 646.60 feet to an Alabama Engineering iron pin; thence turn a interior angle to the right of $90^{\circ}00'00''$ and run in a Northeasterly direction for a distance of 378.95 feet to an Alabama Engineering iron pin; thence turn a interior angle to the right of $139^{\circ}21'25''$ and run in a Northerly direction for a distance of 986.01 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Subject to:

1. Less and except any part of subject property located within the boundary of any roadway.
2. Less and except any part of the subject property located within the boundary of the Cahaba River.
3. Rights of others in and to the use of the Cahaba River.
4. Easement Agreement between United States Steel Corporation and P.R. Wilborn, LLC recorded in Instrument #20160226000058730.
5. Reservation and Grant of Easements and Restrictive Covenants as contained in that deed from United States Steel Corporation to P.R. Wilborn, LLC as recorded in Instrument #20160226000058740 (Shelby County)
6. Right of way to Alabama Power Company as recorded in Deed 143, Page 353 .
7. Oil, Gas and Mineral lease to Robert M. Davant, Jr. to Atlantic Richfield Company as recorded in Birmingham Real Volume 1850, page 802 as modified by Real Volume 2091, page 702 .
8. Conveyance of Mineral Interest as recorded in Birmingham Real Volume 2029, page 600 and Instrument #200062-5571.
9. Agreement between R. Wheeler Flemming and Hoover City Board of Education as recorded in Real Volume 829, page 870.
10. Right of way to The Water Works and Sewer Board of the City of Birmingham as recorded in Birmingham Instrument #200008-6636.
11. Memorandum of Lease Agreement between Hoover City Board of Education and Powertel/Birmingham, Inc. as recorded in Birmingham Instrument #200115-1649.
12. Right of way to Colonial Pipeline as recorded in Shelby Deed Book 333, page 275 and Real Volume 443, page 139.
13. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14856.
14. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14857.
15. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14862.
16. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14863.
17. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14864.
18. Agreement to Grant Easements between United States Steel Corporation and RGGS Land & Minerals, Ltd., L.P. as recorded in Shelby Instrument #2012-46491.
19. Right of way to Plantation Pipe Line Company as recorded in Shelby Deed 275, page 375 and Birmingham Real Volume 724, page 394, Real Volume 724, page 366, referred to in Map Book 11, Page 55, and Birmingham Real Volume 856, page 776.
20. Right of way to American Telephone & Telegraph Company as recorded in Shelby Real 315, page 291.
21. Memorandum of Lease agreement between USX Corporation and McKenzie Methane Corporation dated 9/30/88 as recorded in Shelby Real 222, page 386 and modified by Shelby Real 280, page 47.
22. Restrictions, conditions and limitations as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Shelby County Instrument #1993-8555.
23. Mineral and mining rights and all rights incident thereto including release of damages as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Shelby County Instrument# 1993-8555.
24. Right of way to Alabama Power Company recorded in Instrument #200013-7924.
25. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals Ltd, L.P. recorded in Instrument #200404-5718 (Birmingham division of Jefferson County).
26. Agreement to Grant Easements between United States Steel Corporation and RGGS Land & Minerals Ltd, L.P. recorded in Instrument #200404-5728 (Birmingham division of Jefferson County).
27. Railroad right of way as set forth in OT page 655 and Deed Book 11, Page 344.
28. Railroad right of way as set forth in Deed Book 31 I, Pages 295 and 303.
29. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 628 dated 9/10/1914 as amended by Real Volume 1015, Page 69.

30. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 213 7 dated 8/6/1929 as amended by Real Volume 1015, Page 72.
31. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 7185 dated 12/27/1971 as amended by Real Volume 1015, Page 75.
32. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002- 4257 and in condemnation proceeding filed in Case No.27-254 and Case No. 28-57.
33. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 326, Page 101 (Jefferson County).
34. Sanitary Sewer Easement in favor of Jefferson County referred to as the Fleming Sewer Extension Easement as recorded in LR200662 Pg: 25279 (Jefferson County).
35. Subject to additional terms and conditions as set forth under Section 41 of the Agreement for the Purchase and Sale of Real Estate by and between United States Steel Corporation and SB DEV CORP dated January 31st 2017.
36. Right of way to Alabama Power Company as recorded in Instrument #20180926000343150.
37. That certain Amendment to Master Mortgage dated May 22, 2020 and recorded as Instrument No. 20200527000211830 in the Probate Office of Shelby County, Alabama and Instrument No. 2020054284 in the Probate Office of Jefferson 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 SB Dev. Corp
 Mailing Address 3545 Market Street
Birmingham, AL 35226
 Property Address Vacant Land
Hoover, AL 35244

Grantee's Name Flemming Partners, LLC
 Mailing Address 3545 Market Street
Birmingham, AL 35226
 Date of Sale May 22, 2020
 Total Purchase Price \$ 2,500,000.00
 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
☐ Other: _____

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: 05/22/2020

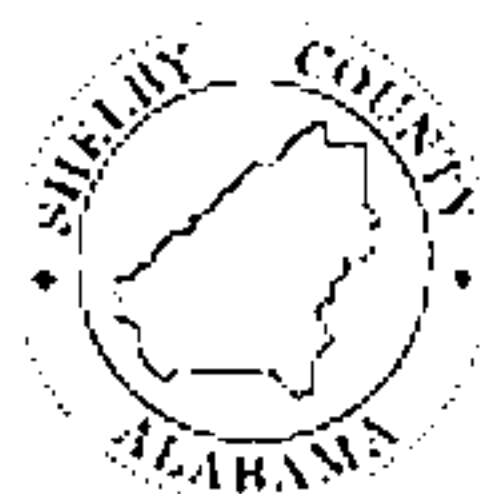
Print: Joshua L. Hartman

Sign _____

(Grantor/Grantee/ Owner/Agent) circle one

Unattested _____

(verified by)



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 05/29/2020 10:58:26 AM
 \$38.00 CHERRY
 20200529000214990

Allen S. Bayl

Form RT-1