

*This Instrument prepared by:*

Brook V. Robertson  
Bradley Arant Boult Cummings LLP  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
(205) 521-8000

LSU: ALFA20-0980

The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Section 40-22-1 of the Code of Alabama (1975):

**Grantor's Name/Mailing**

**Address:**

GCP-SCP One and Three, LLC  
c/o Graham Commercial  
Properties, LLC  
1801 5<sup>th</sup> Avenue North, Suite 300  
Birmingham, AL 35203

**Grantee's Name/Mailing Address:**

ES 3610 Hwy 31, LLC  
101 W. Elm Street  
Suite 600  
Conshohocken, PA 19428

**Property address:** 3610 Highway  
31, Calera, Alabama 35040

**Date of sale:** October 29, 2020

**Purchase price:** \$14,037,664.00

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:

☐ Bill of Sale ☐ Sales Contract ☒ Closing Statement ☐ Appraisal ☐ Other

LSU: ALFA20-0980

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**STATUTORY WARRANTY DEED**

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STATE OF ALABAMA )

:

SHELBY COUNTY )

KNOW ALL PERSONS BY THESE PRESENTS, that **GCP-SCP ONE AND THREE, LLC**, a Delaware limited liability company (the "Grantor"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are

3610 Highway 31, Calera, Alabama 35040

hereby acknowledged, does hereby grant, bargain, sell, and convey unto **ES 3610 HWY 31, LLC**, a Delaware limited liability company (the "Grantee"), subject to the matters hereinafter set forth, the real property situated in Shelby County, Alabama, described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.


Source of title: Statutory Warranty Deed recorded as Instrument No. 20051114000593090 in the Office of the Judge of Probate of Shelby County, Alabama.

This conveyance is subject to, and there is excepted from the warranty of this conveyance, the following exceptions (collectively, the "Exceptions"): (a) taxes and assessments for the year 2020, due and payable, but not yet delinquent, and subsequent years not yet due and payable and (b) those matters set forth on Exhibit B.

TO HAVE AND TO HOLD the Property, together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, unto Grantee, its successors and assigns forever; subject, however, to the Exceptions.

Grantor attests, to the best of its knowledge and belief, that the information submitted in the legend at the beginning of this Deed in lieu of the RT-1 Real Estate Sales Validation Form is true and accurate, and Grantor understands that any false statements contained in such information may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1(h).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

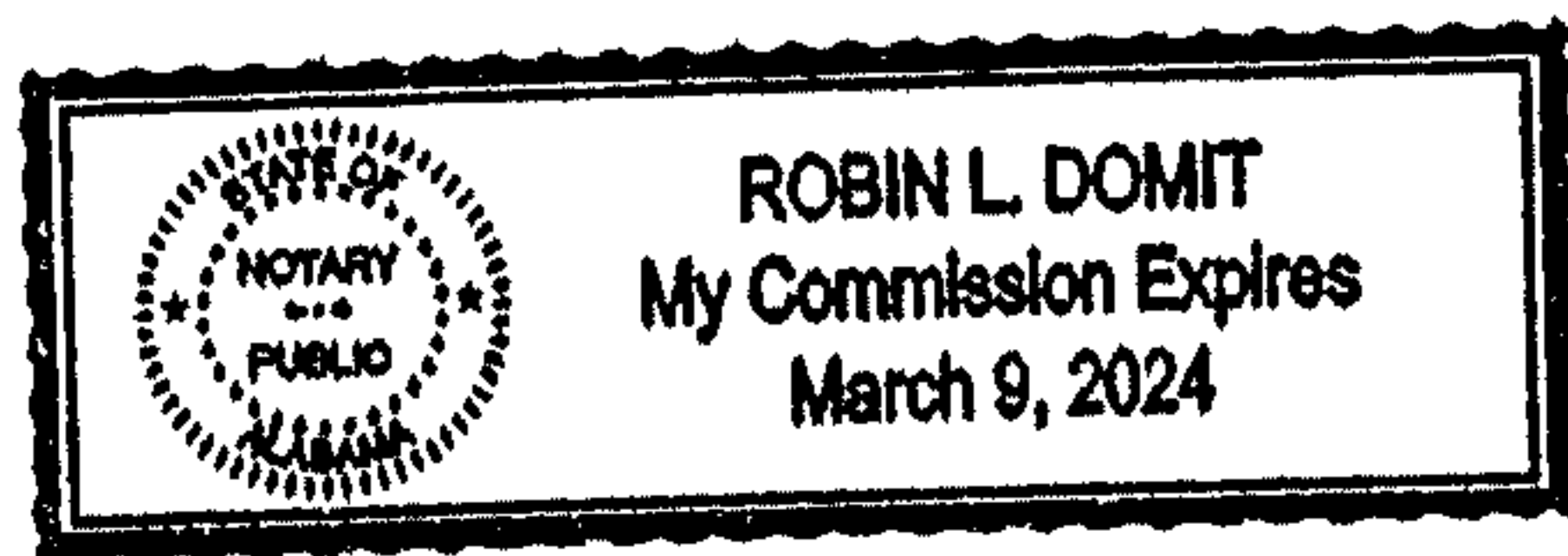
By:   
Name: John E. Hagefstration  
Title: Executive Vice President

STATE OF ALABAMA )  
 :  
 JEFFERSON COUNTY )

Given under my hand and official seal this 23 day of OCTOBER, 2020.

Robert L. Romet  
Notary Public

My commission expires: 3/9/2024



**Exhibit A**

**Property**

All that certain lot or parcel of land situate in the **County of Shelby**, State of Alabama, and being more particularly described as follows:

Lot 2A of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map Book 35, Page 18, in the Office of the Judge of Probate of Shelby County, Alabama.



Exhibit B

Permitted Exceptions

1. Taxes and assessments for the year 2020, due and payable, but not yet delinquent, and subsequent years not yet due and payable.
2. Rights of tenants, as tenants only in possession of subject property.
3. All matters appearing on Plat recorded in Map Book 31, Page 138 and Map Book 35, Page 18, Shelby County, Alabama records.
4. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Property or produced from the Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public.
5. Right of Way conveyed in Warranty Deed from C.F. O'Neal, et al., to Shelby County, Alabama, dated July 26, 1912, and recorded September 7, 1912 in Deed Book 49, Page 280, aforesaid records.
6. Easements and restrictions as conveyed in Deed from S.M. Tatum and Mary E. Tatum to Myrtle New Eddins, Administratrix for B.C. Eddins Estate, dated July 28, 1925, and recorded August 5, 1925 in Deed Book 78, Page 329, aforesaid records.
7. Utility Easement from Mr. and Mrs. R.L. Veazey to Alabama Power Company, dated March 19, 1936, and recorded in Book 99, Page 463, aforesaid records.
8. Right of Way from Myrtle New Veasey and R.L. Veasey to Shelby County, Alabama, dated November 9, 1936, and recorded in Book 102, Page 470, aforesaid records.
9. Line Permit between R.J. Mabry, Jr. and Joyce Baker Mabry and Alabama Power Company, dated August 17, 1950, and recorded January 9, 1951 in Book 143, Page 357, aforesaid records.
10. Easements and reservations as contained in that certain Statutory Warranty Deed from Alabama Property Company to The Economic Development Partnership of Alabama Foundation, Inc., dated June 21, 1996, and recorded September 12, 1996 as Instrument No. 1996-30200, aforesaid records.
11. Tax Abatement Agreement by and between The Industrial Development Board of the City of Calera, an Alabama public corporation, Shelby Commerce Park LLC, an Alabama limited liability company and HILTI, Inc., an Oklahoma corporation, dated November 1, 2000, and recorded December 5, 2000 as Instrument No. 2000-41656, aforesaid records.
12. Declaration of Easement by Shelby Commerce Park LLC, an Alabama limited liability company, dated April 2, 2002, and recorded April 12, 2002 as Instrument No. 2002-17217, aforesaid records.
13. Municipal Ordinance No. 2003-18 by the City of Calera, Alabama, dated August 18, 2003, and recorded August 22, 2003 as Instrument No. 20030822000557350, aforesaid records.

14. Declaration of Easements by Shelby Commerce Park, L.L.C., an Alabama limited liability company, dated November 8, 2005, and recorded November 14, 2005 as Instrument No. 20051114000593080; as amended by Amendment to Declaration of Easements by GCP-SCP One and Three, LLC, dated July 17, 2015, and recorded July 20, 2015 as Instrument No. 20150720000244760, aforesaid records.
15. Restrictive Covenant and Maintenance Agreement by SCP New, LLC, an Alabama limited liability company, Calera 3280, LLC, an Alabama limited liability company, Dixon One, LLC, an Alabama limited liability company, O'Brien One, LLC, an Alabama limited liability company and SCP Building 4, LLC, an Alabama limited liability company, dated July 20, 2007, and recorded August 17, 2007 as Instrument No. 20070817000388130, aforesaid records.
16. Easement Deed by Court Order in Settlement of Landowner Action, Civil Action No. 02-PWG-1447-S, in the United States District Court for the Northern District of Alabama, Southern Division, dated March 15, 2011, and recorded February 17, 2012 as Instrument No. 20120217000059230, aforesaid records.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/04/2020 02:32:15 PM  
\$38.00 CHARITY  
20201104000500040

*Allen S. Bayl*