



20220118000021240 1/3 \$673.00
Shelby Cnty Judge of Probate, AL
01/18/2022 02:27:22 PM FILED/CERT

This instrument was prepared by
Michael J. Cartee
Cartee and Lloyd, Attorneys at Law
2210 8th Street, Suite B
Tuscaloosa, AL 35401

WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
SHELBY COUNTY)

That in consideration of Ten Dollars and other good and valuable consideration to the undersigned Pate Montgomery, LLC, an Alabama Limited Liability Company, (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto Wendy's of Bowling Green, Inc., a Kentucky corporation (herein referred to as GRANTEE), its successors or assigns, the following described real estate situated in Shelby County, Alabama, to-wit:

FOR COMPLETE LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "A", SAID EXHIBIT "A" BEING MADE A PART OF THIS CONVEYANCE BY SAID REFERENCE.

Subject to an ongoing right of first refusal in favor of Publix in the event that the Property is not developed as a Wendy's branded restaurant or if it should cease being used as a Wendy's brand restaurant (but will not apply to any sale-leaseback transactions, mortgage or deed of trust financing or foreclosures, nor to any franchisee-to-franchisee transfers so long as the use does not change from that as a Wendy's branded restaurant) for a period of twenty (20) years from the date of this deed.

This conveyance is hereby made subject to restrictive covenants, rights of way easements and reservations of record that apply to the hereinabove described real property.

TO HAVE AND TO HOLD To the said Wendy's Properties, LLC, a Delaware limited liability company, its successors and assigns forever.

Upon the acceptance and recordation of this deed, Grantee accepts possession of the Property as of the date hereof **"AS IS, WHERE IS, WITH ALL FAULTS"** with no right of set-off or reduction in the purchase price, and, except for the warranty of title as set forth above, such sale is made without representation or warranty of any kind, express or implied (including, without limitation, warranty of income, warranty of leases, potential operating expenses, uses, merchantability or fitness for a particular purpose), with respect to the condition of the Property and hereby disclaim and renounce any such representation or warranty. For purposes of this deed, the term **"AS IS"** shall mean, without limitation, **AS IS** with respect to the following: physical and environmental condition of the Property (including defects seen and unseen and conditions natural or artificial); and all laws, ordinances, rules, and regulations to which the Property is subject under any applicable governmental or regulatory jurisdiction. Grantee further acknowledges and agrees that Grantee's decision to purchase the Property has been made entirely upon the basis of Grantee's information and due diligence efforts, and except for the warranties set forth above, without reliance upon any information or materials provided by Grantor. The furnishing of any material, documents, reports, or agreements, if any, from Grantor to Grantee, has not been interpreted in any manner as a representation or warranty or any type or kind by Grantor, or any officer, director, employee, agent, or other party related in any way to any of the foregoing. **GRANTOR MAKES NO WARRANTY OF FITNESS AND MAKES NO WARRANTY OF THE MERCHANTABILITY** of any of the improvements, fixtures, equipment, or appurtenances, if any.

Shelby County, AL 01/18/2022
State of Alabama
Deed Tax: \$645.00

IN WITNESS WHEREOF, the said GRANTOR, a limited liability company, by its Managing Member, Luther S. Pate, IV, who is authorized to execute this conveyance, has hereto set its signature and seal this the 5 day of January, 2022.

Pate Montgomery, LLC, an Alabama Limited Liability Company

BY: [Signature]
Luther S. Pate, IV
Managing Member

STATE OF Alabama

COUNTY OF Tuscaloosa

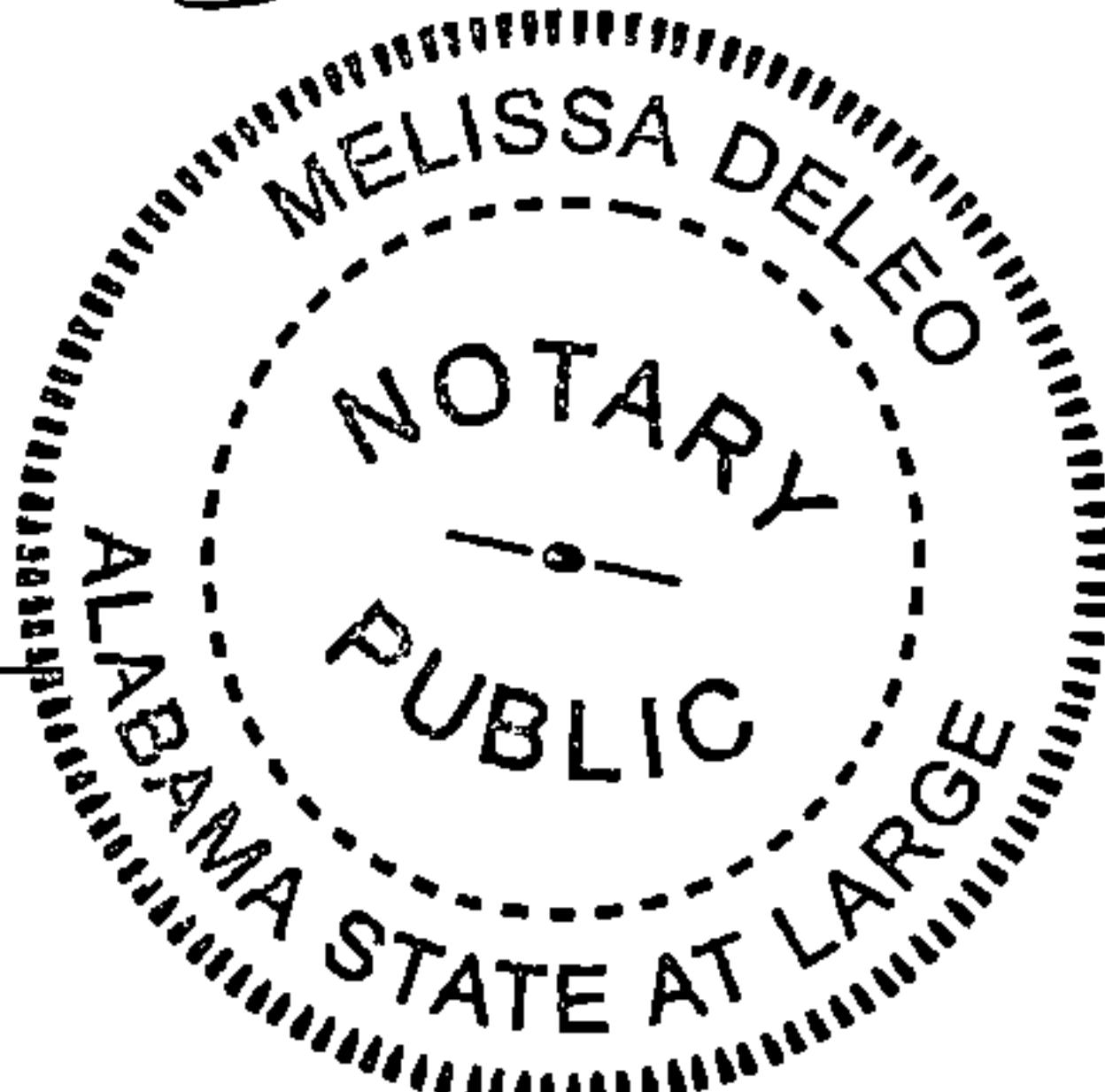
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Luther S. Pate, IV, whose name as Managing Member of Pate Montgomery, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal, this the 5 day of January, 2022.

[Signature]
Notary Public

My Commission Expires: 9/26/23

(SEAL)



The below information is solely to fulfill Code of Alabama 1975, Section 40-22-1 and is not intended to convey any property address shown.

Grantor's Name	Pate Montgomery, LLC.	Grantee's Name	Wendy's of Bowling Green, Inc.
Mailing Address:	P. O. Box 20828 Tuscaloosa, AL 35402	Mailing Address:	1 Dave Thomas Blvd Dublin, OH 43017
Property Address	9200 Highway 119 Alabaster, AL 35007	Date of Sale	<u>1-5-22</u>
		Total Purchase Price	\$645,000.00

The purchase price or actual value claimed herein can be verified in the contract

File #: 98344TI

EXHIBIT "A"
LEGAL DESCRIPTION


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Parcel 1

A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama more particularly described as follows: Commence at a 3-inch iron pipe found on the Northwest Corner of said Section 14; thence run South 89 degrees 03 minutes 42 seconds East along the North boundary of said Section 14 a distance of 1538.52 feet to a point on the Southeast right of way of Alabama Highway No. 119 (variable right of way); thence run South 25 degrees 20 minutes 17 seconds West along said right of way a distance of 134.10 feet to the POINT OF BEGINNING; thence depart said right of way and run South 67 degrees 21 minutes 17 seconds East a distance of 253.16 feet; thence run South 25 degrees 30 minutes 31 seconds West a distance of 217.20 feet; thence run North 64 degrees 29 minutes 29 seconds West a distance of 253.23 feet to a point on the Southeast right of way of said Alabama Highway No. 119; thence run North 25 degrees 20 minutes 17 seconds East along said right of way a distance of 204.56 feet to the POINT OF BEGINNING.

Parcel 1 now know as Lot 2 White Stone Center Subdivision, as recorded in Map Book 33, Page 138 A & B in the Probate Office of Shelby County, Alabama.

Parcel 2

Ingress and Egress easements for the benefit of Parcel 1 as created by that certain Declaration of Restrictions Covenants and Conditions and Grant of Easements as recorded in Instrument #20031124000768400 over under and across the property described therein.

TOGETHER WITH that certain Non-Exclusive private easement between Brusters and SouthTrust for the benefit of Parcel 1 as created by that certain Reciprocal Easement Agreement as recorded in Instrument #20040615000322360 under over and across the property described therein.

That certain easement regarding Curb-Cuts between Outparcel 2 and Shopping Center Tract as created by Clarification Regarding Curb-Cuts between Outparcel 2 and The Shopping Center Tract recorded in Instrument #20040329000157920 over, under and across the property described therein.

Lying and being situated in Shelby County, Alabama.