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DEEDS 1/9

This instrument prepared by:
Wal-Mart Realty Company
2101 S.E. Simple Savings Drive,
Bentonville, AR 72712

NOTE TO RECORDER:
\$1,350,000 OF THE PURCHASE PRICE WAS PAID
WITH A PURCHASE MONEY MORTGAGE CLOSED
SIMULTANEOUSLY HERewith.

Return recorded document to:
National Title Group
Attn: Denise Bell
4131 N. Central Expressway, Ste 450
Dallas, TX 75204

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is made effective May 20, 2022, between **WAL-MART REALTY COMPANY**, an Arkansas corporation, with an address of 2101 S.E. Simple Savings Drive, Bentonville, AR 72712 ("Grantor"); and **CAHABA POINTE, LLC**, an Alabama limited liability company, with an address of 2530 Watkins Road, Birmingham, AL 35223 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building, situated, lying, and being in the City of Hoover, Shelby County, Alabama, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record. Notwithstanding the foregoing, Grantor hereby reserves unto Grantor, and its successors and assigns, all of Grantor's present and reversionary rights, titles and interests in and to all of the oil, gas, coal and other minerals in, on and under or that may be produced from the Property ("Grantor's Retained Minerals"). Grantor hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the property for the exploration, production or development of oil, gas, coal or other minerals, and Grantor does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, coal or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon; provided, however, this waiver (i) shall not be construed as waiving, releasing, or relinquishing any of Grantor's right, title or interest in and to the oil, gas, coal and other minerals that may be produced from the Property or the right of Grantor

to explore, develop or produce such oil, gas, coal and other minerals by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling or unitization of the Property with other lands and (ii) shall not be construed as waiving, releasing, relinquishing any right, title or interest of a third party who obtained surface or subsurface rights prior to the acquisition of the Property by Grantor. The term “minerals” as used herein means minerals of every kind and character, including, without limitation, oil, gas, casinghead gas, liquid and gaseous hydrocarbons, sulphur, coal, lignite, quartz, brine, salt, peat, coal seam gas, coal bed methane, metals, ores, uranium, vanadium and other fissionable source materials and spatially associated materials, and geothermal energy (including entrained methane, hydrostatic pressure and thermal energy). In addition, in respect of the Grantor’s Retained Minerals all future leases or conveyances of all or any part of the Grantor’s Retained Minerals shall be subject to and burdened by the surface waiver provisions set forth in the preceding paragraph of this Deed and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to use any portion of the surface of the Property for the exploration, production or development of oil, gas, coal or other minerals. The foregoing provisions shall be covenants running with the Property binding upon all or any part of the Grantor’s Retained Minerals and inuring to the benefit of, and enforceable by, Grantee and any future owners of all or any part of the surface estate of the Property. If any one or more of the foregoing provisions, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other of the foregoing provisions and all other applications of any such provision shall not be affected thereby.

This conveyance is expressly subject to the following conditions and restrictions:

(a) The Property shall not be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote internet fulfillment center or locations, locker, grocery drive-through, grocery home shopping pick-ups, mail order, or similar pick-up facility): (i) a Discount Store (defined below) in excess of eight thousand (8,000) square feet, wholesale membership/warehouse club, Grocery Store/Supermarket (defined below), a pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) a variety, general, “dollar” type store; (iv) primary or urgent care medical facility; (v) any lockers, lock-boxes or other type of storage system that is used to receive or store merchandise from a catalog or online retailer; (vi) operating a fulfillment facility in connection with selling, receiving, storing or distributing merchandise from a catalog or online retailer, including an Internet Fulfillment Center (defined below); (vii) any collateral use (e.g. parking, drainage or service drives) in support of any of the foregoing uses; or (viii) any combination of the foregoing uses (collectively the “Property Restrictions”).

As used in the above:

1. A “Discount Store” as used herein shall mean a store that sells a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart.

2. A "Grocery Store/Supermarket" as used herein shall mean a food store or food department that sells food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products or any grocery products normally sold in such stores or departments.

3. An "Internet Fulfillment Center" shall mean any space within the Property, including without limitation, facilities such as lockers, outposts, pods, dedicated floor or parking spaces, or similar drop off/pick up locations or facilities utilized by any person or entity to sell, fulfill, store, deliver, exchange, transfer, convey, or otherwise distribute or receive products the sale of which originated outside the Property and that result from orders placed remotely within or outside the Property over the internet, phone service, mail order, or other means by any person or entity. A business may operate an Internet Fulfillment Center if such business is also open to the public for on-site sales of goods or services ("On-Site Business") and maintains at least seventy-five percent (75%) of the products distributed from such Internet Fulfillment Center on site and available for immediate purchase (i.e. such products are in stock). For clarity, an On-Site Business may not allow drop off/pick up locations for another retailer or third party as such use would violate the Internet Fulfillment Center restriction.

(b) Additionally, the Property shall not be used for or in support of the following: (i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; (ii) pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption; (iii) any business that cashes checks or makes short-term or "payday advance" type loans (but not excluding the regular business of any bank or financial institution insured by F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans); (iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant; or (v) involuntary human detention or incarceration (collectively, the "Noxious Use Restrictions").

(c) All such covenants, conditions, restrictions, and the Property Restrictions shall remain in effect for a period of fifty (50) years from the recording of this Deed. The Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years from the recording of this Deed. The aforesaid covenants, conditions, and restrictions shall run with and bind the Property, and shall bind Grantee or an

affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, and its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, and restrictions and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein, including, without limitation, environmental or ecological conditions, or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **“AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.”**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property “AS IS” and “WHERE IS”, and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property’s habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 20__, and thereafter.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Senior Vice President the 18 day of May, 2022.

WAL-MART REALTY COMPANY
an Arkansas corporation

By: 

Name: Thomas H. Wait

Its: Senior Vice President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this May 18, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas H. Wait to me personally known, who being by me duly sworn did say that he is the Senior Vice President of the Grantor in the foregoing special warranty deed and that said special warranty deed was signed, sealed and delivered by him on behalf of said Grantor by authority of its Senior Vice President and said Senior Vice President acknowledged said special warranty deed to be the free act and deed of said Grantor.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: Zachary Yocum

Name: Zachary Yocum
Notary Public

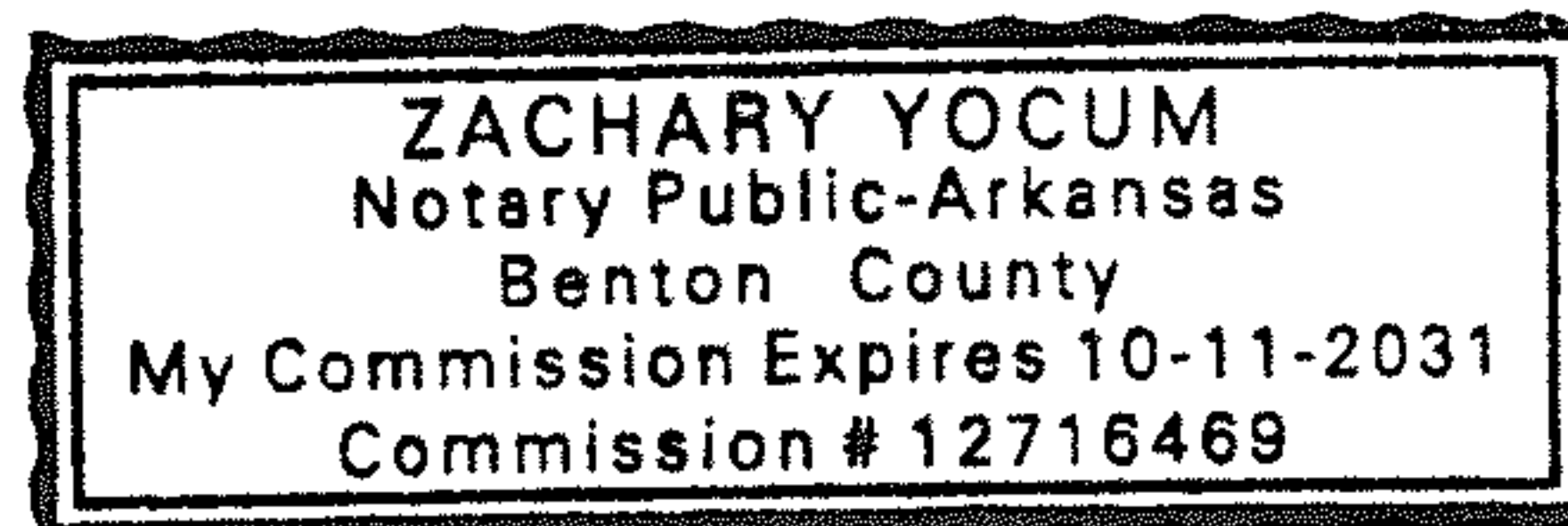


Exhibit A
to Special Warranty Deed

[Legal Description]

PARCEL I:

Commence at the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, and run Westerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 500.00 feet, thence deflect right 90 deg. 36 min. 12 sec. and run in a Northeasterly direction for a distance of 652.24 feet to the point of beginning; thence deflect right 00 deg 26 min. 37 sec. and run in a Northeasterly direction for a distance of 535.17 feet to a point on the Southerly right of way line of Old U.S. Highway 280; thence deflect right 93 deg. 47 min. 53 sec. and run Southeasterly along said right of way line a distance of 150.31 feet; thence deflect right 06 deg. 04 min. 21 sec. and run Southeasterly along said right of way line a distance of 101.61 feet; thence deflect right 79 deg. 56 min. 52 sec. and run Southwesterly a distance of 507.00 feet; thence deflect right 90 deg. 00 min. 00 sec. and run Northwesterly a distance of 251.69 feet to the point of beginning.

PARCEL II:

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 18 South, Range 01 West, and run Westerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 500.00 feet to the point of beginning; thence continue along last described course a distance of 300.59 feet; thence deflect right 90 deg. 56 min. 07 sec. and run in a Northeasterly direction for a distance of 800.00 feet; thence deflect right 89 deg. 42 min. 32 sec. and run in a Northeasterly direction for a distance of 300.00 feet; thence deflect right 90 deg. 36 min. 48 sec. and run in a Southwesterly direction for a distance of 145.49 feet; thence deflect left 00 deg. 26 min. 37 sec. and run in a Southwesterly direction for a distance of 652.24 feet to the point of beginning.

PARCEL III:

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, and run Westerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 500.00 feet; thence deflect right 90 deg. 36 min. 12 sec. and run in a Northeasterly direction for a distance of 652.24 feet; thence deflect right 90 deg. 15 min. 42 sec. and run in a Northeasterly direction for a distance of 251.69 feet to the point of beginning; thence deflect left 90 deg. 00 min. 00 sec. and run in a Northwesterly direction for a distance of 507.00 feet to the Southerly right of way of Old U.S. Highway 280; thence deflect right 102 deg. 36 min. 08 sec. and run Northeasterly along said right of way line a distance of 53.17 feet; thence deflect right 77 deg. 25 min. 45 sec. and run Southeasterly a distance of 495.40 feet; thence deflect right 89 deg. 58 min. 06 sec. and run Northwesterly a distance of 51.62 feet to the point of beginning.

[continues on next page]

Exhibit A

[continued]

PARCEL IV:

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, and run Westerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 200.00 feet to the point of beginning; thence continue along same described course for a distance of 300.00 feet; thence deflect right 90 deg. 36 min. 12 sec. and run in a Northeasterly direction for a distance of 652.24 feet; thence deflect right 90 deg. 15 min. 42 sec. and run in a Northeasterly direction for a distance of 303.31 feet; thence deflect right 90 deg. 01 min. 54 sec. and run in a Southwesterly direction for a distance of 647.70 feet to the point of beginning.

AND:

Commence at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 31, Township 18 South, Range 01 West and run Westerly along said quarter-quarter line a distance of 200.00 feet; thence deflect right 90 degrees 53 minutes 48 seconds and run in a northeasterly direction for a distance of 230.03 feet to the Point of Beginning; thence deflect right 89 degrees 06 minutes 12 seconds and run in a northeasterly direction for a distance of 98.91 feet; thence deflect left 89 degrees 06 minutes 12 seconds and run in a northeasterly direction for a distance of 573.00 feet; thence deflect left 90 degrees 53 minutes 48 seconds and run in a northwesterly direction for a distance of 98.91 feet; thence deflect left 89 degrees 06 minutes 12 seconds and run in a southwesterly direction for a distance of 573.00 feet to the Point of Beginning.

Situated in Shelby 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:

Wal-Mart Realty Company
2101 S.E. Simple Savings Drive
Bentonville, AR 72712

Grantee's Name:

Cahaba Pointe, LLC
2530 Watkins Road
Birmingham, AL 35223

Property Address:

5332 & 5335 Hwy 280
Birmingham, AL 35242

Date of Sale: May 20, 2021

Total Purchase Price: 3,525,000.00

-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
X 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).

[No further text on this page; signature appears on the following page]

IN WITNESS WHEREOF, Grantor has caused this Real Estate Sales Validation Form to be executed as of May _____, 2022 in accordance with *Code of Alabama 1975, Section 40-22-1*.

GRANTOR:

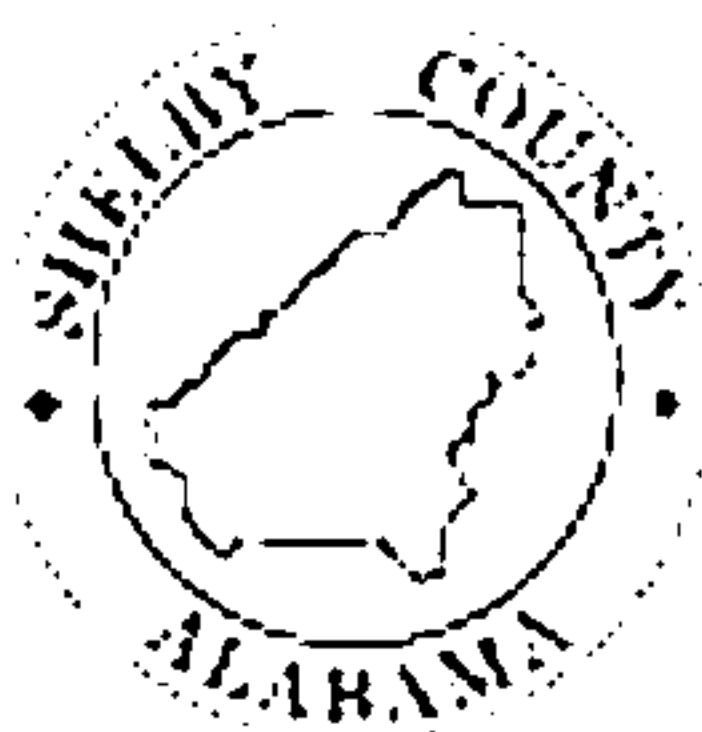
WAL-MART REALTY COMPANY

an Arkansas corporation

By: Jerrica Straub

Name: Jessica Straub

Its: Senior Director



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/24/2022 12:08:49 PM
\$2221.00 JOANN
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Allen S. Bayl