

AFFIDAVIT

State of Alabama)
County of Shelby) ss.:

The undersigned, **J. Thomas Martin**, the President of The Shoppes of Alabaster, Inc., an Alabama corporation, being duly sworn according to law, deposes and says as follows:

- 1. Affiant is the grantee in that certain deed by Kent Farms, an Alabama General Partnership, by Douglas M. Kent, as Trustee of the Trust created under the will of Roy Wright Kent, deceased; Douglas M. Kent, as Executor and as Trustee under the will of Gladys H. Kent, deceased; Douglas M. Kent, a partner, Douglas M. Kent II, a partner to The Shoppes of Alabaster, Inc. recorded in Inst. # 1999-10332, a copy of which is attached hereto as **Exhibit "A"** (the "Deed").
- 2. Affiant is the current owner of the property described in the Deed.
- 3. The Deed was recorded without having as an attachment that certain survey by Joseph Conn, Jr. and Survconn, dated November 6, 1998, as referred to in the Deed as "attached hereto as part of this Exhibit A".
- 4. Affiant states that the survey by Joseph Conn, Jr. and Survconn, dated November 6, 1998, which was intended to be attached to the Deed, is attached hereto as **Exhibit "B"**.

Sworn to and subscribed
before me this 20th day of July, 2023.

Belinda T. Miller
Notary Public
[NOTARY SEAL]

My commission expires:
1-3-2026

The Shoppes of Alabaster, Inc.
J. Thomas Martin
J. Thomas Martin, its President

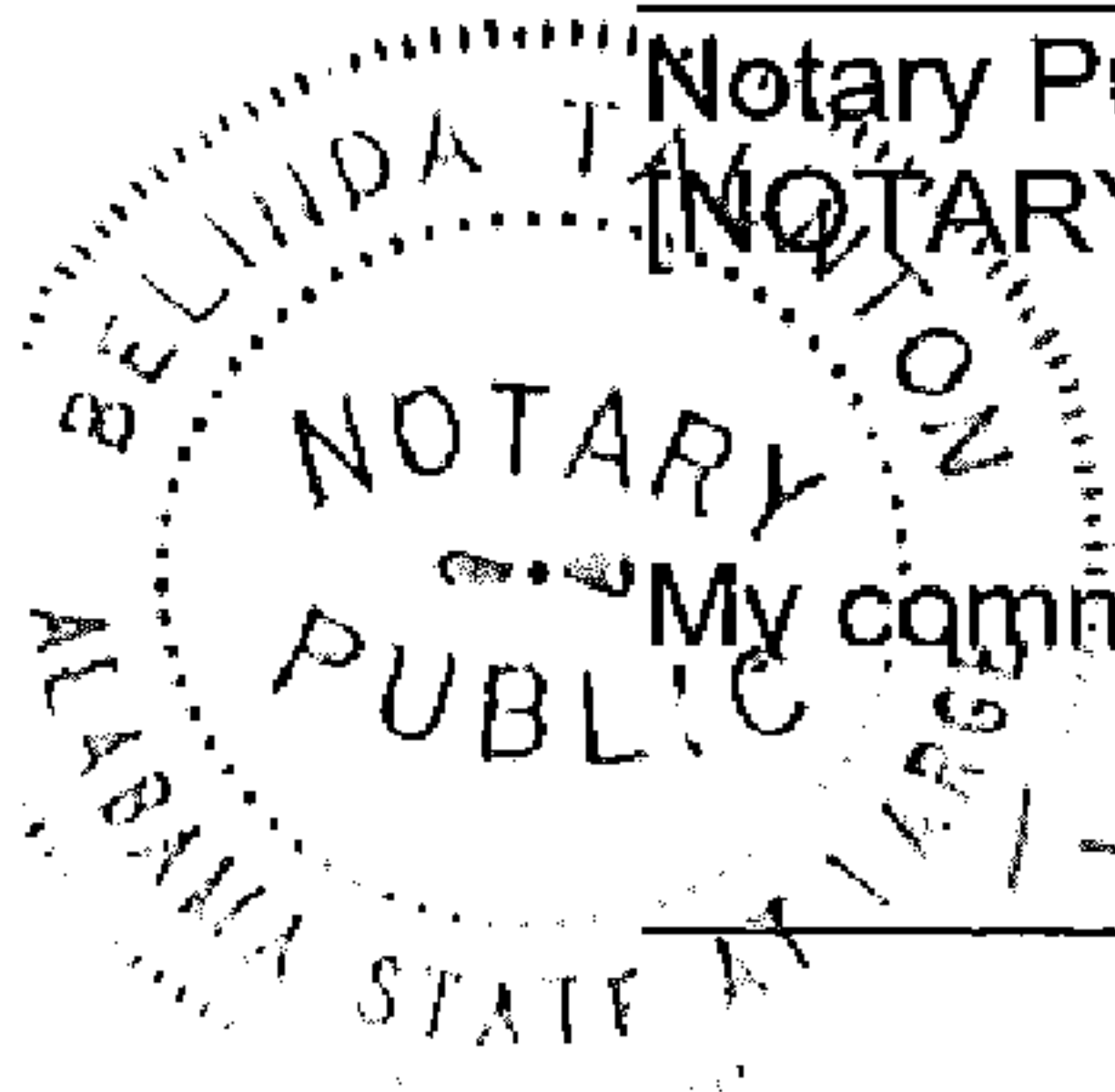


Exhibit A

This instrument was prepared by:
J. Thomas Martin
Attorney at Law
P.O. Box 36474
Birmingham, Alabama 35236

Send Tax Notice To:
J. Thomas Martin
P.O. Box 36474
Birmingham, Alabama 35236

WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in Consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the undersigned grantors in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **Kent Farms, an Alabama General Partnership, by Douglas M. Kent, as Trustee of the Trust created under the will of Roy Wright Kent, deceased; Douglas M. Kent, as Executor and as Trustee under the will of Gladys H. Kent, deceased; Douglas M. Kent, a partner; Douglas M. Kent II, a partner,** (hereinafter referred to as GRANTORS), do grant, bargain, sell and convey unto **The Shoppes of Alabaster, Inc.,** an Alabama corporation (hereinafter referred to as GRANTEE), the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

See Attached Exhibit A

Subject to:

1. General and special taxes or assessments for 1999 and subsequent years not yet due and payable.
2. Rights of others to use the non-exclusive access street as set out in Exhibit A, herein.
3. All other existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

NOTE: This property does not constitute the homestead of the GRANTORS.

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

And we do for ourselves and for our heirs, executors, administrators, successors and assigns covenant with said GRANTEE, its successors and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors, administrators, successors and assigns shall, warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

And we do further for ourselves, our heirs, executors, administrators, successors and assigns covenant with GRANTEE, its successors and assigns, that we, our heirs,

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executors, administrators, successors and assigns shall protect, defend, indemnify and save harmless GRANTEE from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against GRANTEE, its successor or assigns by reason of (a) the presence of any hazardous materials on or affecting the subject property; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous materials; (c) any lawsuit brought or threatened, settlement reached, or government order relating to any such hazardous materials; or (d) any violation of laws, orders, regulations, requirements, or demands of governmental authorities, which are based upon or in any way related to any such hazardous materials including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory court costs, and litigation expenses.

And we do further for ourselves, our heirs, executors, administrators, successors and assigns warrant that the responsibility for the maintenance and repair of the fifty foot wide parallel access street set out in Exhibit A, herein, shall be ours, our heirs, executors, administrators, successors and assigns until such time as it becomes a dedicated street of the City of Alabaster.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 26th day of February, 1999.

Kent Farms, an Alabama General Partnership

Douglas M. Kent

Douglas M. Kent, as Trustee of the Trust created under the will of Roy Wright Kent, deceased

Douglas M. Kent

Douglas M. Kent, as Executor and Trustee under the will of Gladys H. Kent, deceased

Douglas M. Kent

Douglas M. Kent, Partner

Douglas M. Kent II

Douglas M. Kent, II, Partner

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas M. Kent, a partner of Kent Farms, an Alabama General partnership whose name 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, in his capacity as a partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of February, 1999.

Philip S. Zannuscio, Sr
Notary Public
My Commission Expires: 27 March 2001

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas M. Kent, II a partner of Kent Farms, an Alabama General partnership whose name 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, in his capacity as a partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of February, 1999.

Philip S. Zannuscio, Sr
Notary Public
My Commission Expires: 27 March 2001

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas M. Kent, as Executor and Trustee under the will of Gladys H. Kent, deceased, whose name 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, in his capacity as Executor and Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of February, 1999.

Philip S. Zannuscio, Sr
Notary Public
My Commission Expires: 27 March 2001

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas M. Kent, as Trustee of the Trust, created under the will of Roy Wright Kent, deceased, whose name 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, in his capacity as Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of February, 1999.

Philip S. Dannusio, Sr
Notary Public
My Commission Expires: 27 March 2001

Exhibit A

A parcel of land in the South 1/2 of the SW 1/4 of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama described as follows:

Commence at the southwest corner of the Section 11, Township 21 South, Range 3 West, Alabaster, Shelby County, Alabama and run thence North 00 deg. 12 min. 10 sec. West along the west line of said Section 11 a distance of 1785.96 feet to a point; Thence run South 65 deg. 33 min. 37 sec. East a distance of 1735.85 feet to a point on the west line of an existing fifteen (15.0) foot easement; Thence run North 24 deg. 26 min. 23 sec. East along said west line of said easement a distance of 125.00 feet to a capped steel rebar corner and the Point of Beginning of the property being described; Thence continue along last described course a distance of 160.00 feet to a capped steel rebar corner on the south margin of a proposed future street; Thence run South 65 deg. 33 min. 37 sec. East along said south line of said proposed future street a distance of 150.00 feet to the P. C. (Point of Curvature) of a curve to the right having a central angle of 90 deg. and a radius of 25.0 feet; Thence run along the arc of said curve an arc distance of 39.27 feet to the P. T. (Point of Tangency); Thence run South 24 deg. 26 min. 23 sec. West along the westerly margin of an existing paved street a distance of 135.00 feet to a steel rebar corner; Thence run North 65 deg. 33 min. 37 sec. West a distance of 175.00 feet to the point of beginning.

Also, a non-exclusive easement to the 50 foot wide parallel access street(s) lying adjacent to the above described property and Highway # 119, as shown on the survey by Joseph Conn, Jr. and Survconn, dated November 6, 1998, attached hereto as part of this Exhibit A.

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