

STATE OF ALABAMA       )  
SHELBY COUNTY        )

Send tax notices to:  
Kicius Corporation  
5746 27<sup>th</sup> Avenue NE  
Seattle, WA 98105

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of Two Million One Hundred Ninety-Three and No/100 Dollars (\$2,193,000.00) and other good and valuable consideration in hand paid to **CAHABA POINTE, LLC**, an Alabama Limited Liability Company ("Grantor"), by **KICIUS CORPORATION**, a Washington corporation ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Shelby County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

**TO HAVE AND TO HOLD** the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and his heirs and assigns, will warrant and defend the Property against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
Cahaba Pointe, LLC	Kicius Corporation
2530 Watkins Road	5746 27 <sup>th</sup> Avenue NE
Birmingham, AL 35223	Seattle, WA 98105

Property Address:	5354 Highway 280, Birmingham, AL 35242
Date of Sale:	December <u>21</u> , 2023
Total Purchase Price:	\$2,193,000.00
The Purchase Price can be verified by:	<input checked="" type="checkbox"/> Closing Statement

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of December 21, 2023.

**GRANTOR:**

**CAHABA POINTE, LLC**, an Alabama limited liability company

By: 

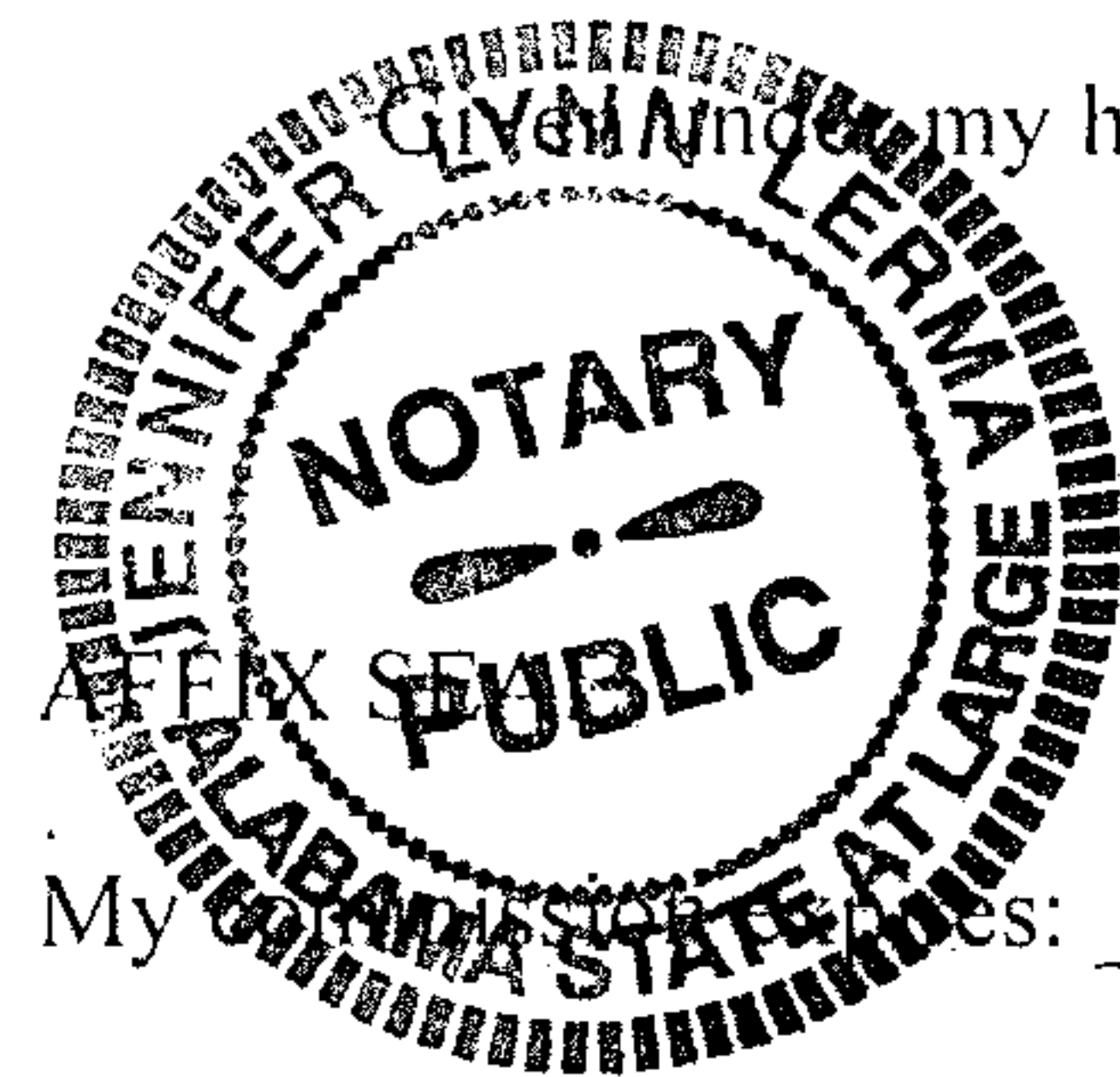
Name: Allen W. Hawkins, III

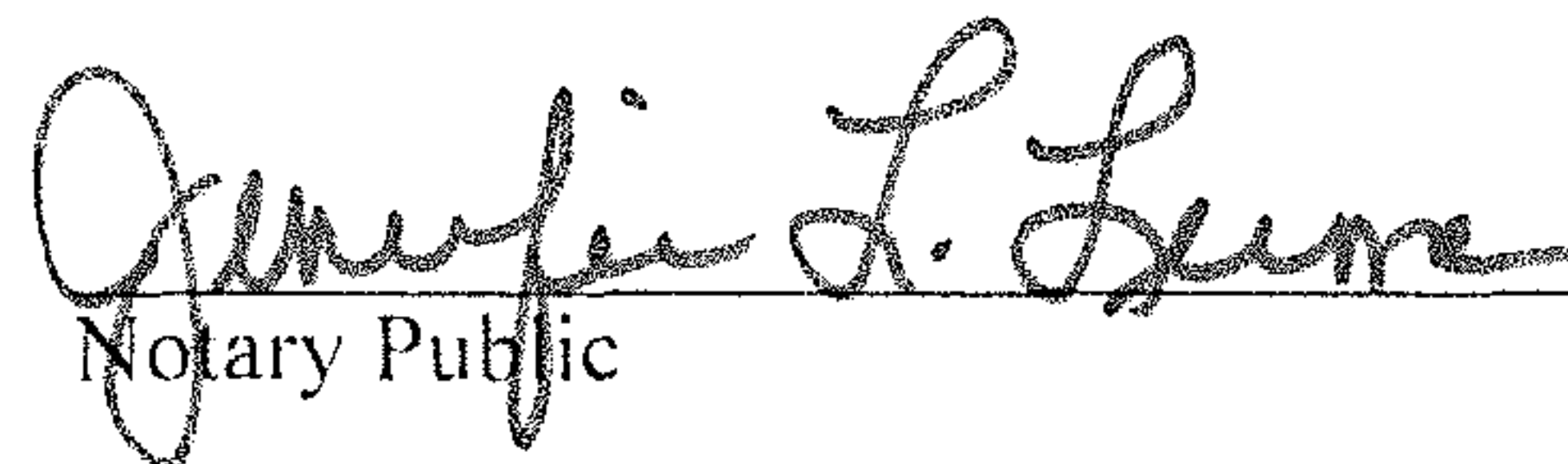
Title: Authorized Signatory

STATE OF ALABAMA           )  
COUNTY OF JEFFERSON    )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Allen W. Hawkins, III, whose name as Authorized Signatory of Cahaba Pointe, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 21<sup>st</sup> day of December, 2023.



  
Notary Public

My Commission Expires: 9-15-2024

This Instrument Prepared By:  
Baker Findley  
Maynard Nexsen PC  
1901 6<sup>th</sup> Avenue North, Suite 1700  
Birmingham, AL 35203

**EXHIBIT A**

Lot 1, according to the Survey of Cahaba Pointe Plat No. 2, as recorded in Plat Book 58, page 71, in the Probate Office of Shelby County, Alabama.

Together with easement rights granted in that Declaration of Easements and Agreement recorded in *Instrument 20220524000209930*, in the Probate Office of Shelby County, Alabama.

**Exhibit B****Exceptions**

1. All taxes for the year 2024 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
8. The following Easements as shown on the Survey of Cahaba Pointe Plat No. 2, as recorded in Plat Book 58, page 71, as dedicated per Plat Book 58, page 30, in the Probate Office of Shelby County, Alabama:
  - a. Detention Pond & Drainage Easement
  - b. 10' Utility Easement
  - c. 20' Utility Easement
9. Right of Way for Public Road to Shelby County as recorded in Volume 95, page 519, in the Probate Office of Shelby County, Alabama.
10. Easement granted to Alabama Power Company as recorded in Volume 109, page 491, in the Probate Office of Shelby County, Alabama.
11. Covenants and Restrictions as set forth in that certain Special Warranty Deed dated 5/20/2022 from Wal-Mart Realty Company to Cahaba Pointe, LLC filed for record 5/24/2022, as recorded in Instrument 20220524000209870, in the Probate Office of Shelby County, Alabama.
12. Easements, Covenants and Conditions set forth in Declaration of Easements and Agreements as recorded in Instrument 20220524000209930, in the Probate Office of Shelby County, Alabama.
13. Right-of-Way Agreement with the Water Works Board of the City of Birmingham as recorded in Instrument 20230322000078850, in the Probate Office of Shelby County, Alabama.
14. Easement to Alabama Power Company as recorded in Instrument 20230512000140260, in the Probate Office of Shelby County, Alabama.
15. Declaration of Covenants, Conditions and Restrictions dated as of December 21, 2023 as recorded in Instrument 20231221000367200 in the Probate Office of Shelby County, Alabama.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**12/21/2023 03:05:54 PM**  
**\$2224.00 PAYGE**  
**20231221000367260**

*Allen S. Bayl*