

Send Tax Notice To:  
IPSUS LLC  
c/o APL (New York) Corporation  
599 Broadway, 9th Floor East  
New York, NY, 10012

This instrument prepared by:  
Austin A. Averitt  
Butler Snow LLP  
1819 Fifth Avenue North, Suite 1000  
Birmingham, Alabama 35203  
(205) 297-2200

STATE OF ALABAMA                     )  
COUNTY OF SHELBY                 )

**STATUTORY WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS**, that **SPRING ROCK BRIDGE PROPERTY OWNER LLC**, a Delaware limited liability company, located at c/o APL (New York) Corporation, 599 Broadway, 9th Floor East, New York, NY, 10012 (the “Grantor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto **IPSUS LLC**, a Delaware limited liability company, located at c/o APL (New York) Corporation, 599 Broadway, 9th Floor East, New York, NY, 10012 (the “Grantee”), all of Grantor’s right, title, and interest in the real property and improvements thereon situated in the County of Shelby, State of Alabama, more particularly described on Exhibit A attached hereto:

Subject to the following:

1. General and special taxes and assessments for the tax year 2024, and subsequent years, a lien not yet due and payable;
2. Terms, conditions, easements, covenants, restrictions, or rights of way, as applicable, that appear of record in Declaration of Protective Covenants and Restriction made between Shiloh Creek LLC, an Alabama limited liability company, and Bamerlane, LLC, an Alabama limited liability company and C.G Center, JR. & Associates, Inc., an Alabama Corporation, dated August 31, 2007, and recorded August 31, 2007, as Instrument No. 20070831000413640.
3. Terms, conditions, easements, covenants, restrictions, or rights of way, as applicable, that appear of record in Declaration of Protective Covenants and Restriction made between Shiloh Creek LLC, an Alabama limited liability company, and the State of Alabama, dated as of September 7, 2007, and recorded September 2007, as Instrument No. 20070907000422020.
4. Terms, conditions, easements, covenants, restrictions, or rights of way, as applicable, that appear of record in Declaration of Protective Covenants and Restriction made between Shiloh Creek LLC, an Alabama limited liability company, and the State of Alabama, dated as of February 23, 2011, and recorded March 1, 2011, as Instrument No. 20110301000068680.

5. Terms, conditions, easements, covenants, restrictions, or rights of way, as applicable, that appear of record in Declaration of Protective Covenants and Restriction made between Shiloh Creek, LLC, and The City of Calera, dated as of November 13, 2019, and recorded November 13, 2019, as Instrument No. 20191113000420930.
6. Terms and conditions as set forth in a Right of Way Easement made between Clarence E. Jones, and South Central Bell Telephone Company, dated as of December 27, 1985, and recorded January 22, 1986, as Instrument No. 19860122000022660.
7. Terms and conditions as set forth in Grant to Land Easement made between Shiloh Creek, LLC, and Alabama Power Company, dated as of November 29, 2005, and recorded April 14, 2006, as Instrument No. 20060414000173990.
8. Terms and conditions as set forth in Grant to Land Easement made between Shiloh Creek, LLC, and Alabama Power Company, dated as of July 17, 2006, and recorded December 12, 2006, as Instrument No. 20061212000601010.
9. Terms and conditions as set forth in an easement made between Shiloh Creek, LLC, and Bellsouth Telecommunication, Inc., a Georgia Corporation, recorded August 17, 2007, as Instrument No. 20070817000388910.
10. Terms, conditions, easements, covenants, restrictions, or rights of way as set forth in Restrictive Covenant and Grant to Land Easement made between Shiloh Creek, LLC, and Alabama Power Company, dated as of July 07, 2008, and recorded August 29, 2008, as Instrument No. 20080829000346760.
11. Terms and conditions as set forth in Plat Map, dated and recorded as of October 1, 2022, as Plat Map Book 52, Page 80.
12. Title to all oil, gas, and minerals within and underlying the premises, together with all oil and ~~mining~~ rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 121, Page 175, in the Probate Office of Shelby County, Alabama. (Affects Lots 83 and 84 Only)
13. Right of way granted to Alabama Power Company as set forth in Deed Book 98, Page 77; Deed Book 121, Page 359 and Deed Book 136, Page 292. (Affects Lots 83 and 84 Only)

and

14. Easement to South Central Bell Telephone Company, dated December 27, 1985, and recorded January 9, 1986, Real Book 58, Page 274, in the Probate Office of Shelby County, Alabama. (Affects Lots 83 and 84 Only)

(the "Property").

Grantor does for itself, and its successors, and assigns, covenant with Grantee and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property subject to the encumbrances identified herein, and that Grantor and its successors and assigns shall warrant and defend the same to Grantee and its successors and assigns forever against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise. Any and all warranties contained or implied herein are expressly limited to acts done or suffered by Grantor.

**TO HAVE AND TO HOLD** the Property unto Grantee and its successors and assigns, forever.

**[SIGNATURE ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed this 24 day of May, 2024.

GRANTOR:

**SPRING ROCK BRIDGE PROPERTY OWNER LLC**, a Delaware limited liability company

By: 

Name: Geoffrey Kristof

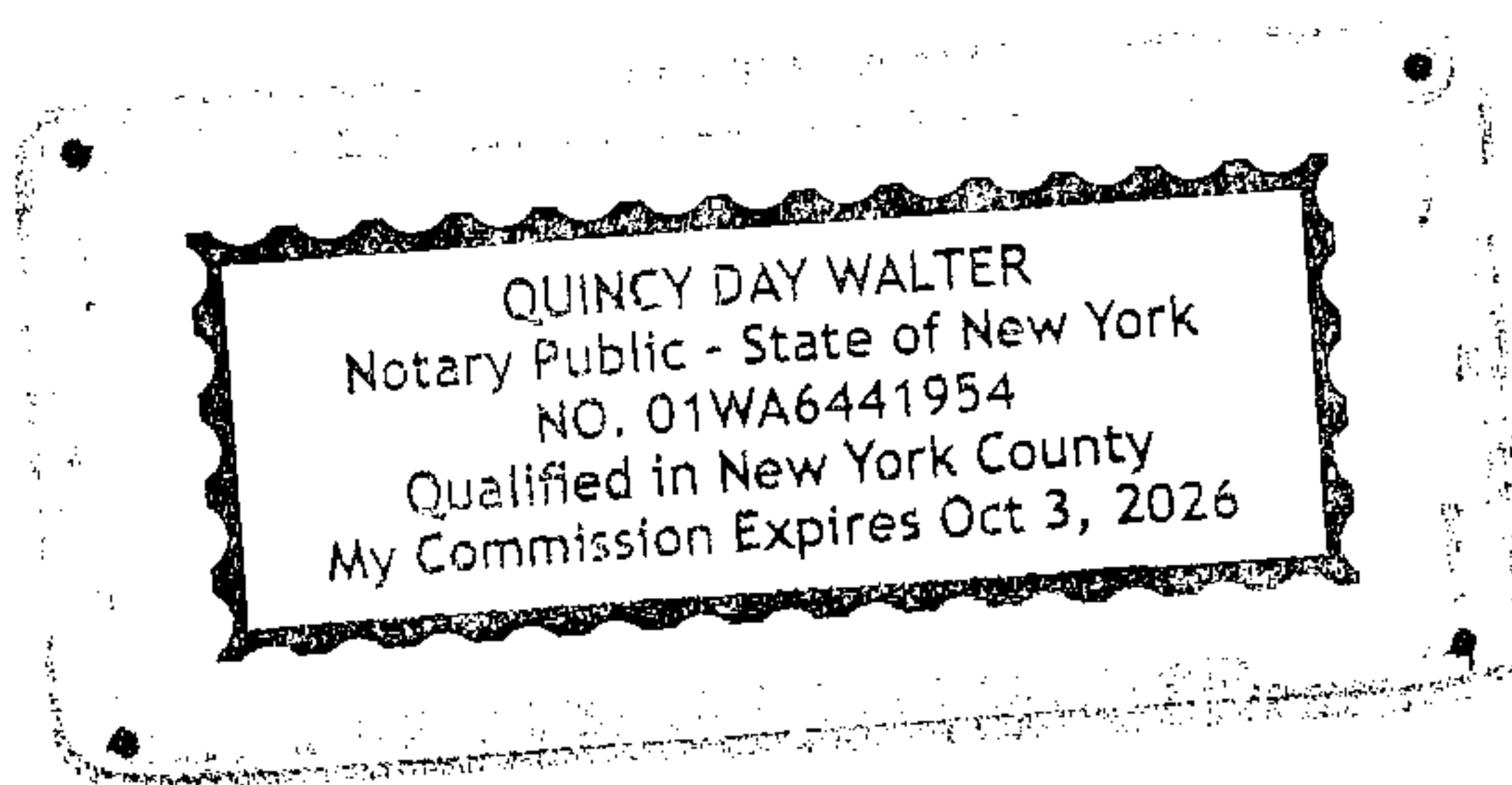
Its: Officer

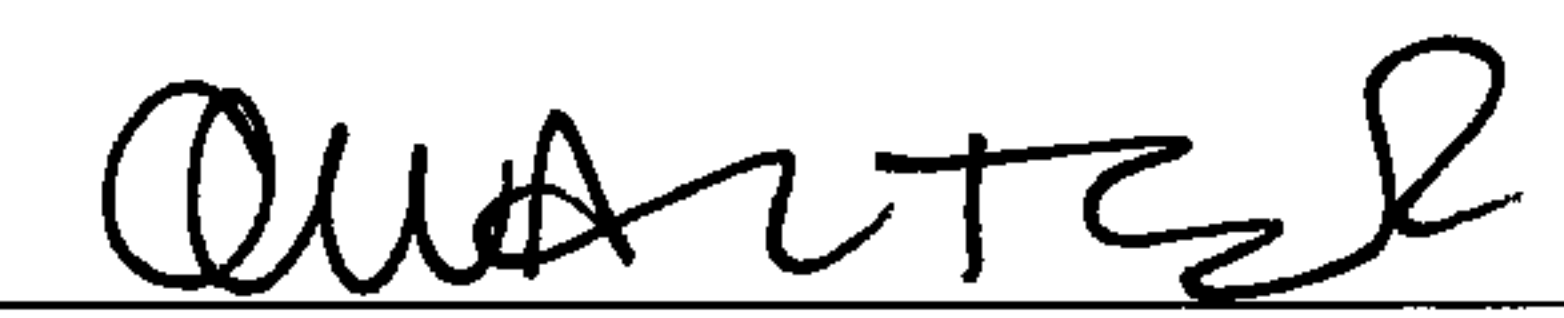
STATE OF NEW YORK )

COUNTY OF NEW YORK)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Geoffrey Kristof, whose name as Officer of **SPRING ROCK BRIDGE PROPERTY OWNER LLC**, a Delaware 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 officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this 16 day of April, 2024.



  
Notary Public  
My Commission Expires: Oct 3 2026

**EXHIBIT "A"**

**Legal Description**

ALL THOSE TRACTS or parcels of land lying and being in Land Lots 80, 83 and 84 on Plat entitled Final Plat Shiloh Creek Phase II Sector 1, A Residential Subdivision City of Calera Alabama, prepared by Insite Engineering, LLC, dated June 12, 2020, and recorded as Plat Map 52, Page 80, Shelby County, Alabama records.



**Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

|                  |  |                         |                                       |
|------------------|--|-------------------------|---------------------------------------|
| Grantor's Name   | <u>Spring Rock Bridge Property Owner LLC</u> | Grantee's Name          | <u>IPSUS LLC</u>                      |
| Mailing Address  | <u>c/o APL (New York) Corporation</u>        | Mailing Address         | <u>c/o APL (New York) Corporation</u> |
|                  | <u>599 Broadway, 9th Floor East</u>          |                         | <u>599 Broadway, 9th Floor East</u>   |
|                  | <u>New York, NY 10012</u>                    |                         | <u>New York, NY 10012</u>             |
| Property Address | <u>243, 247, and 259 Creek Run Way</u>       | Date of Sale            | <u>May 24, 2024</u>                   |
|                  | <u>Calera, AL 35040</u>                      | Total Purchase Price    | <u>\$</u>                             |
|                  |  | or                      |                                       |
|                  |  | Actual Value            | <u>\$</u>                             |
|                  |  | or                      |                                       |
|                  |  | Assessor's Market Value | <u>\$ 697,900.00</u>                  |

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)

|  |   |
|--|---|
| <input type="checkbox"/> Bill of Sale      | <input type="checkbox"/> Appraisal                                      |
| <input type="checkbox"/> Sales Contract    | <input checked="" type="checkbox"/> Other County tax assessment records |
| <input type="checkbox"/> Closing Statement |   |

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).

Date May 24, 2024Print see attached☐ Unattested

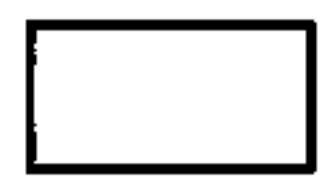
(verified by)

Sign \_\_\_\_\_

(Grantor/Grantee/Owner/Agent) circle one

**Form RT-1**

Date: May 24, 2024



Unattested

*Cindy D. [Signature]*  
(verified by)

Print: Geoffrey Kristof

Sign: *[Signature]*

(Grantee)



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/29/2024 09:11:14 AM  
\$738.00 PAYGE  
20240529000158470

*Alex S. Bayl*