



20250116000016410 1/3 \$4078.00
Shelby Cnty Judge of Probate, AL
01/16/2025 10:53:47 AM FILED/CERT

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Cloud Enterprises Corporation, Inc.
241 Somerset Dr.
Gadsden, AL 35901

STATE OF ALABAMA)

STATUTORY WARRANTY DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Four Million Fifty Thousand and NO/100 Dollars (\$4,050,000.00)**, and other good and valuable consideration, this day in hand paid to the undersigned, **Fowl Play, Inc., an Alabama corporation** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Cloud Enterprises Corporation, Inc., an Alabama corporation** (hereinafter referred to as GRANTEE), its successors and assigns, the following described Real Estate, lying and being in the County of **Shelby** State of Alabama, to-wit:

Parcel I:

Lot 4B, according to the re-subdivision of The Village at Lee Branch as recorded in Map Book 31, Page 130 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel II:

Together with all rights and easements that constitute a beneficial interest in real property as set out in the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions as recorded in Inst. No. 20030701000412990 and amended in Inst. No. 20030827000569970 in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel III:

Together with all rights and easements that constitute a beneficial interest in real property as set out in the Declaration of Covenants, Conditions and Restrictions and Declaration of Easements as recorded in Inst. No. 20061025000527560, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

1. Easement(s), building line(s) and restriction(s) as shown on Map Book 31, Page 130 A and B.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
3. Right-of-way granted to Alabama Power Company recorded in Deed Book 109, Page 496; Deed Book 183, Page 132 and Deed Book 109, Page 497.
4. Rights of others in and to the use of ingress and egress easements as recorded in Deed Book 174, Page 402; Amended by Deed Book 247, Page 645 as to Parcel I & II, and in Deed Book 314, Page 344 as to Parcel II.
5. Terms and conditions of that certain temporary construction and slope easement agreement as recorded under Instrument No. 20021108000557110.
6. Easement(s)/Right(s) of Way granted to Alabama Power Company as recorded under Instrument No. 2004-00610.
7. That certain Reciprocal Easement Agreement between AIG Baker Brookstone, LLC and Lee Branch, LLC as recorded under Instrument No. 20030701000412990; Amended by Instrument No. 20030827000569970.
8. Terms and conditions of that certain settlement decree as recorded under Instrument No. 20030904000589000.
9. That certain Reciprocal Easement Agreement for the benefit of Compass Bank as recorded under Instrument No. 20030827000569990.
10. Easements, notes, conditions and building line as show non recorded map.
11. Restrictions as set out in Instrument No. 20020729000351020; Amended in Instrument No. 20020826000405690 and Instrument No. 20040622000339810.
12. Terms, agreements and right of way to Alabama Power Company as recorded in Instrument No. 20040312000127270.

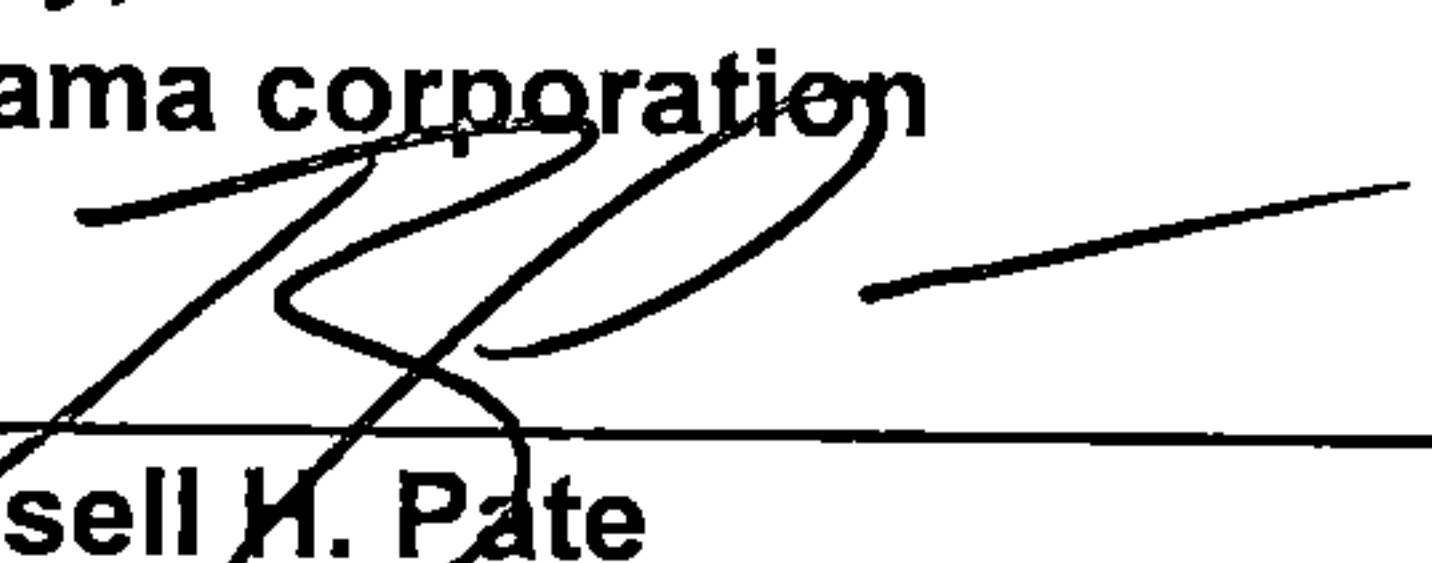
Shelby County, AL 01/16/2025
State of Alabama
Deed Tax: \$4050.00

13. Right-of-way granted to Bellsouth recorded in Instrument No. 200060607000269310.
14. Covenants, Conditions, restrictions and Declaration of Easements as set out in Instrument No. 20061025000527560.
15. Lease and Right of First Refusal by and between Fowl Play, Inc. and Credit to CTC AL, LLC as evidenced by Memorandum of Lease recorded in Inst. No. 20240821000261250.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, said GRANTOR has through the duly authorized officer hereunto set its hand and seal this the 9th day of January, 2025.

Fowl Play, Inc.
an Alabama corporation

By: 
Russell H. Pate
Its: President

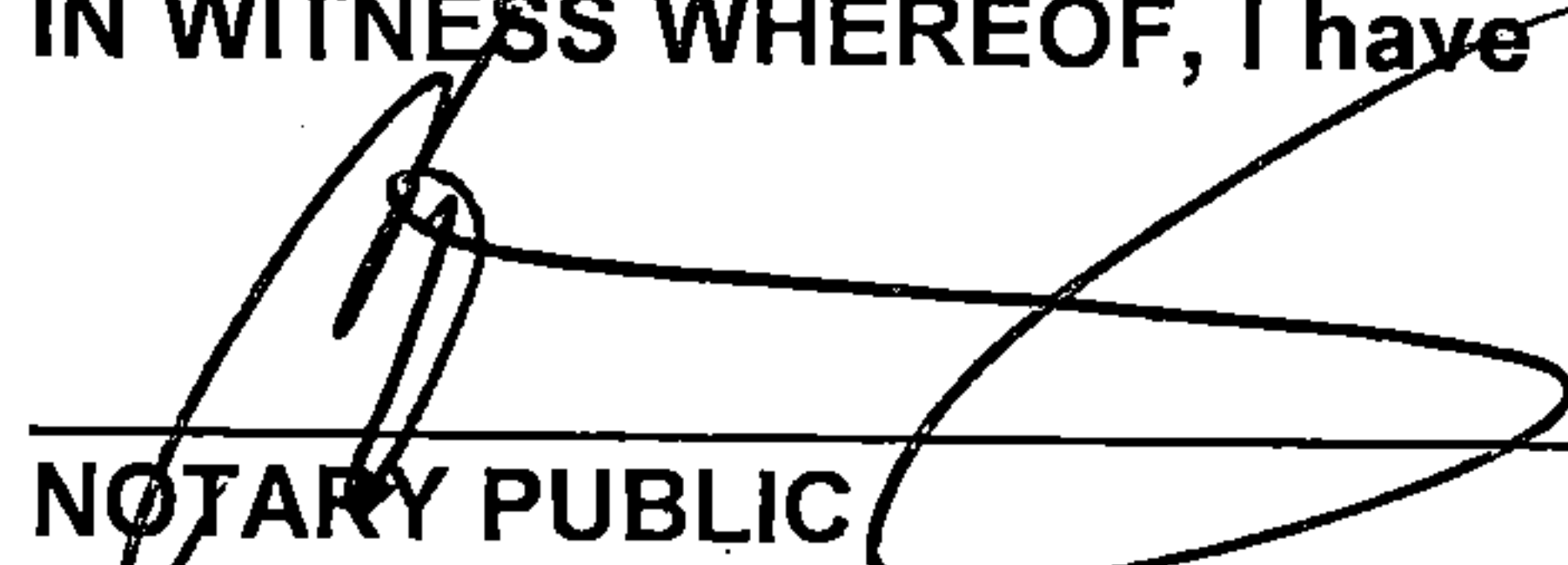


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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Russell H. Pate, whose name as President of Fowl Play, Inc., an Alabama corporation, 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 the Instrument, he as such officer and with full authority, signed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 9th day of January, 2025.


NOTARY PUBLIC
My Commission Expires: 06-02-2027



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Fowl Play, Inc.
Mailing Address 2908 Pump House Road, Suite 150
Mountain Brook, AL 35243

Grantee's Name Cloud Enterprises Corporation, Inc.
Mailing Address 241 Somerset Dr
Gadsden, AL 35901

Property Address 110 Doug Baker Blvd.
Birmingham, AL 35242

Date of Sale January 9, 2025

Total Purchase Price \$ 4,050,000.00

or

Actual Value \$

or

Assessor's Market Value \$



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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
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Tax Assessor's Market Value
☐ Deed

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 _____

Fowl Play, Inc.
Print by: Russell H. Pate, President

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one