

**PREPARED BY:**  
**GINA M. STEFFENS, ESQ**  
**NNN REIT, LP**  
**450 S. ORANGE AVE, STE 900**  
**ORLANDO, FL 32801**

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**WHEN RECORDED MAIL TO:**

**FIDELITY NATIONAL TITLE CO – NCS DIV**  
**ONE EAST WASHINGTON STREET, SUITE 450**  
**PHOENIX, AZ 85004**  
**ATTN: KELLI VOS**  
**(602) 343-7572**

**TITLE NO.: AL251649-P**

**ESCROW NO.: AZ252270-KV**

**MASTER NO.: AZ252269**

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED  
DOCUMENT.**

**DOCUMENT TO BE RECORDED:**

**SPECIAL WARRANTY DEED**

THIS INSTRUMENT WAS PREPARED  
BY AND SHOULD BE RETURNED TO:

Gina M. Steffens, Esquire  
NNN REIT, LP  
450 S. Orange Avenue, Suite 900  
Orlando, Florida 32801

SEND TAX NOTICE TO:

NNN REIT, LP  
450 S. Orange Avenue, Suite 900  
Orlando, Florida 32801

Parcel No. 13-7-36-1-001-003.003

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

THAT **KENT STORE DEVELOPMENT, LLC**, a Delaware limited liability company, whose mailing address is P.O. Box 908001, Midland, Texas 79708-0001, hereinafter referred to as “**Grantor**,” for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration to Grantor in hand paid by **NNN REIT, LP**, a Delaware limited partnership, whose mailing address is 450 South Orange Avenue, Suite 900, Orlando, Florida 32801, hereinafter referred to as “**Grantee**,” has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee all that certain lot, tract, or parcel of land situated in Bibb County, Alabama, more particularly described on **Exhibit A** attached hereto;

TOGETHER WITH all of the improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property, and all of Grantor’s right, title and interest in and to (i) any and all property lying in a bed of any street, road or avenue, open or proposed, in front of or adjoining such real property to the center line thereof, (ii) any strips and gores of land adjacent to, abutting or used in connection with such real property, and (iii) any easements and rights, if any, inuring to the benefit of such real property or to Grantor in connection therewith (the land and all of the foregoing being hereinafter referred to as the “**Property**”);

PROVIDED, HOWEVER, the following improvements will not be conveyed by Grantor to Grantee:

- (1) Any personal property owned by Grantor including, but not limited to, inventory and furniture, fixtures and equipment; and,

- (2) All signs and other improvements containing trade names, trademarks, trade dress, copyrights, patents, trade secrets, brands, other intellectual property owned by or associated with Seller, Chevron U.S.A, Inc., or their respective affiliates, or any other tangible and intangible property needed for the operation of the business at the real property.

PROVIDED FURTHER, that this conveyance is made and accepted subject to those matters described on **Exhibit B** attached hereto and made a part hereof by this reference for all purposes but not any other title matters;

THE PERSONAL PROPERTY TRANSFERRED TO GRANTEE IS SOLE, TRANSFERRED, AND DELIVERED “AS IS” AND “WITH ALL FAULTS”; FURTHER, GRANTOR EXCLUDES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.


TO HAVE AND TO HOLD the Property, subject to the exceptions and reservation hereinafter stated, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, unto the said Grantee, Grantee’s successors and assigns forever, and Grantor does hereby bind itself and its successors to Warrant and Forever Defend all and singular the Property unto the said Grantee, Grantee’s successors and assigns, against every person whomsoever lawfully claiming by, through or under the said Grantor but against no other subject, however, to those matters described on **Exhibit B** hereto.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

EXECUTED as of this 16 day of NOVEMBER, 2025.

**GRANTOR:**

**Kent Store Development, LLC**, a Delaware limited liability

By: 

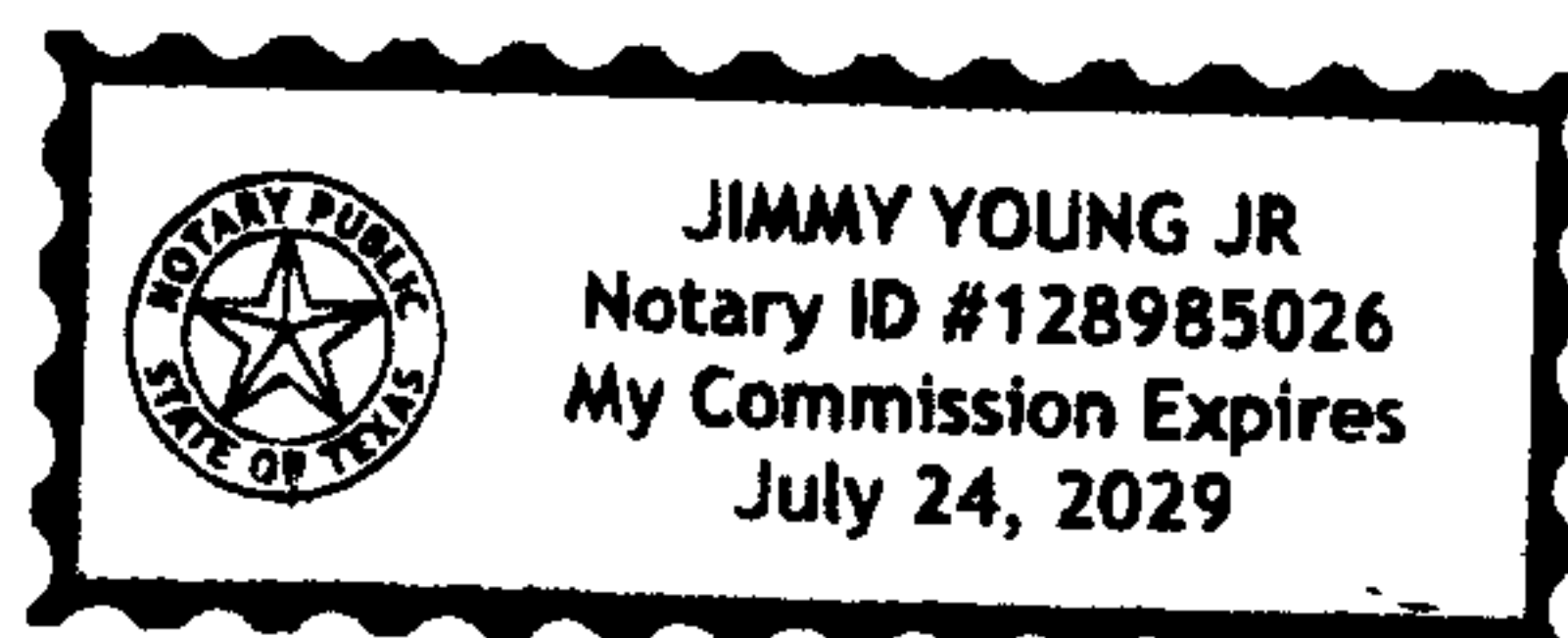
Name: Adam STURDIVANT

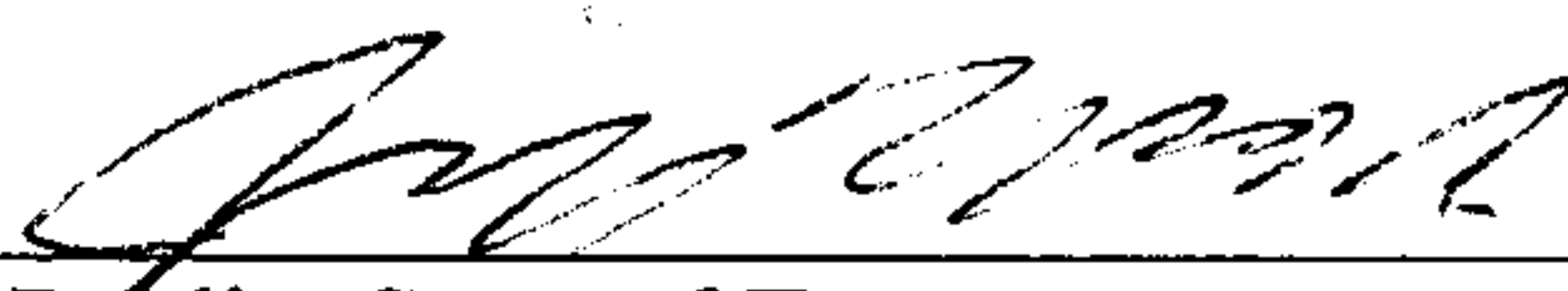
Title: VICE PRESIDENT

STATE OF TEXAS §

COUNTY OF Midland §

Before me, on the 16<sup>th</sup> day of November, 2025, personally appeared Adam Sturdivant  
\_\_\_\_\_ of **Kent Store Development, LLC**, on behalf of **Kent Store Development, LLC**, a  
Delaware limited liability.



  
Notary Public, State of Texas

My commission expires: July 24<sup>th</sup>, 2029

**EXHIBIT A****LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of **Shelby**, State of **Alabama**, and is described as follows:

Commencing at concrete monument found at the Northeast corner of a tract of land, said point also at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence continue along said West right of way with a curve turning to the left with an arc length of 344.99 feet, with a radius of 1717.04 feet, with a chord bearing of South 46°09'39" West with a chord length of 344.41 feet to a 5/8" rebar set and the point of beginning; thence continue along said West right of way with a curve turning to the left with an arc length of 115.02 feet, with a radius 1717.04 feet, with a chord bearing of South 38°29'09" West, with a chord length of 115.00 feet to a 5/8" rebar set; thence South 36°34'00" West along said West right of way a distance of 14.71 feet to a 5/8" rebar set; thence South 67°07'56" West along said West right of way a distance of 103.33 feet to a 5/8" rebar set at the intersection of the North right of way of Shelby County Road No. 68; thence North 82°18'08" West along said North right of way a distance of 104.00 feet to a 5/8" rebar set; thence North 07°41'52" East a distance of 134.03 feet to a 5/8" rebar set; thence North 36°34'43" East a distance of 151.02 feet to a 5/8" rebar set; thence South 53°33'00" East a distance of 212.15 feet to the point of beginning.

Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

**EASEMENT #1 (Permanent Ingress, Egress and Utility Easement)**

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point; thence North 53°33'30" West and leaving said highway right of way, run a distance of 212.15 feet to a point; South 36°34'43" West run 151.02 feet to a point; thence South 07°41'52" West run 87.93 feet to the point of beginning of Easement #1, which is an ingress, egress and utility easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence North 82°18'08" West run 20.00 feet to a point; thence North 07°41'52" East and leaving said right of way run 46.10 feet to a point; thence South 82°18'09" East run 20.00 feet to the point of beginning.

Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

**EASEMENT #2 (Permanent Ingress and Egress)**



Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°34'43" to a point; thence North 53°33'30" West and leaving said highway right of way, run a distance of 212.15 feet to a point; South 36°34'43" West run 151.02 feet to a point; thence South 07°41'52" West run 87.93 feet to the point of beginning of Easement #2, which is a permanent driveway easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence South 82°18'08" East run 20.00 feet to a point; thence North 07°41'52" East and leaving said right of way run 46.10 feet to a point; thence North 82°18'09" West run 20.00 feet to the point of beginning.

Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

**EASEMENT #3** (Ingress, Egress and Utility Easement)

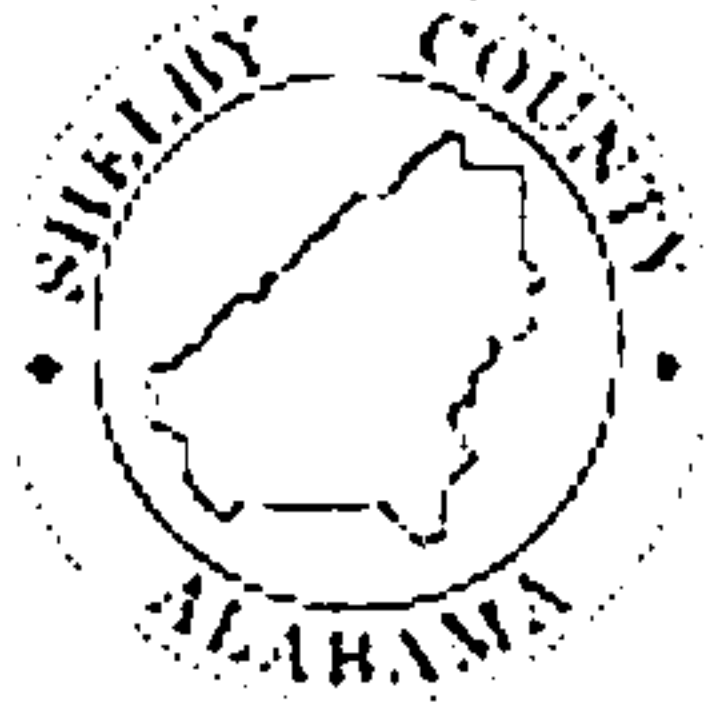
Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point of beginning of Easement #3, an ingress, egress and utility easement; thence North 53°33'30" West and leaving said highway right of way, run a distance of 121.15 feet to a point; thence North 36°27'00" East and run 31.30 feet to a point; thence South 00°00'00" West run 75.74 feet to a point; thence South 08°31'51" West run 77.62 feet to a point on the West right of way of said Shelby County Highway #11, being a point on a curve to the left having a radius of 1717.04, a delta angle of 01°24'05", thence run along the arc of said curve and said right of way a distance of 42.90 feet to the point of beginning.

Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

For informational purposes only: Parcel No. 13-7-36-1-001-003.003; Municipal Address: 1565 Simmsville Road, Alabaster, AL 35007

**EXHIBIT B**  
**Exceptions**

1. 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.
2. Taxes and assessments for the year 2026, and subsequent years, which are not yet due and payable.
3. All matters that would be disclosed by a current and accurate survey and inspection of the property.
4. Easement(s) for right-of-way in favor of the State of Alabama dated April 18, 1972, and recorded in Book 274, Page 411, in the Office of the Judge of Probate of Shelby County, Alabama, as affected by Deed of Correction dated March 5, 1973, and recorded in Book 282, Page 408, aforesaid records.
5. Terms and conditions of those Permanent Ingress, Egress and Utility Easement(s) granted in Warranty Deed from Robert J. Dow et al. to D C Oil Company, Inc., dated October 26, 1999, and recorded in Inst. # 1999-44429, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Terms and conditions of that Permanent Ingress and Egress Easement granted in Warranty Deed from Robert J. Dow et al. to D C Oil Company, Inc., dated October 26, 1999, and recorded in Inst. # 1999-44429, in the Office of the Judge of Probate of Shelby County, Alabama.
7. Subject to that Restrictive Covenant as set forth in Warranty Deed from Robert J. Dow et al. to D C Oil Company, Inc., dated October 26, 1999, and recorded in Inst. # 1999-44429 in the Office of the Judge of Probate of Shelby County, Alabama.
8. All matters of public record.
9. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 12/01/2025 08:24:59 AM  
 \$2043.00 PAYGE  
 20251201000364730

*Allen S. Bayl*

### 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>KENT STONE DEVELOPMENT</u>                           | Grantee's Name          | <u>NNN REIT LP</u>  |
| Mailing Address  | <u>P.O. Box 908001</u><br><u>MIDLAND, TX 79706</u>      | Mailing Address         | <u>450 S. Orange Ave, Ste 900</u><br><u>Orlando, FL 32801</u> |
| Property Address | <u>1565 SIMMSVILLE RD</u><br><u>ALABASTER, AL 35007</u> | Date of Sale            | <u>11/7/2025</u>  |
|                  |   | Total Purchase Price    | <u>\$2,000,000.00</u>   |
|                  |   | or                      |   |
|                  |   | Actual Value            | <u>\$</u>   |
|                  |   | or                      |   |
|                  |   | Assessor's Market Value | <u>\$</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 checked="" type="checkbox"/> Sales Contract | <input type="checkbox"/> Other     |
| <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 11-6-2025

Print ADAM STURDIVANT

☐ Unattested

Sign *[Signature]*

(verified by)

(Grantor/Grantee/Owner/Agent) circle one