


THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
David R. Busby
3336 Facing Road
Birmingham, AL 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

**LIMITED LIABILITY COMPANY
JOINT SURVIVORSHIP DEED**


20060427000197930 1/3 \$217.00
Shelby Cnty Judge of Probate, AL
04/27/2006 01:08:36PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Two Hundred Thousand and 00/100 (\$200,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Southern Land Partners, LLC, a Limited Liability Company** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **David R. Busby and Madeline M. Busby, husband and wife**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

See legal description attached as Exhibit "A"

The covenants and restrictions attaches as Exhibit "B" are incorporated herein by reference and shall be binding on the above described property and shall run with the land.

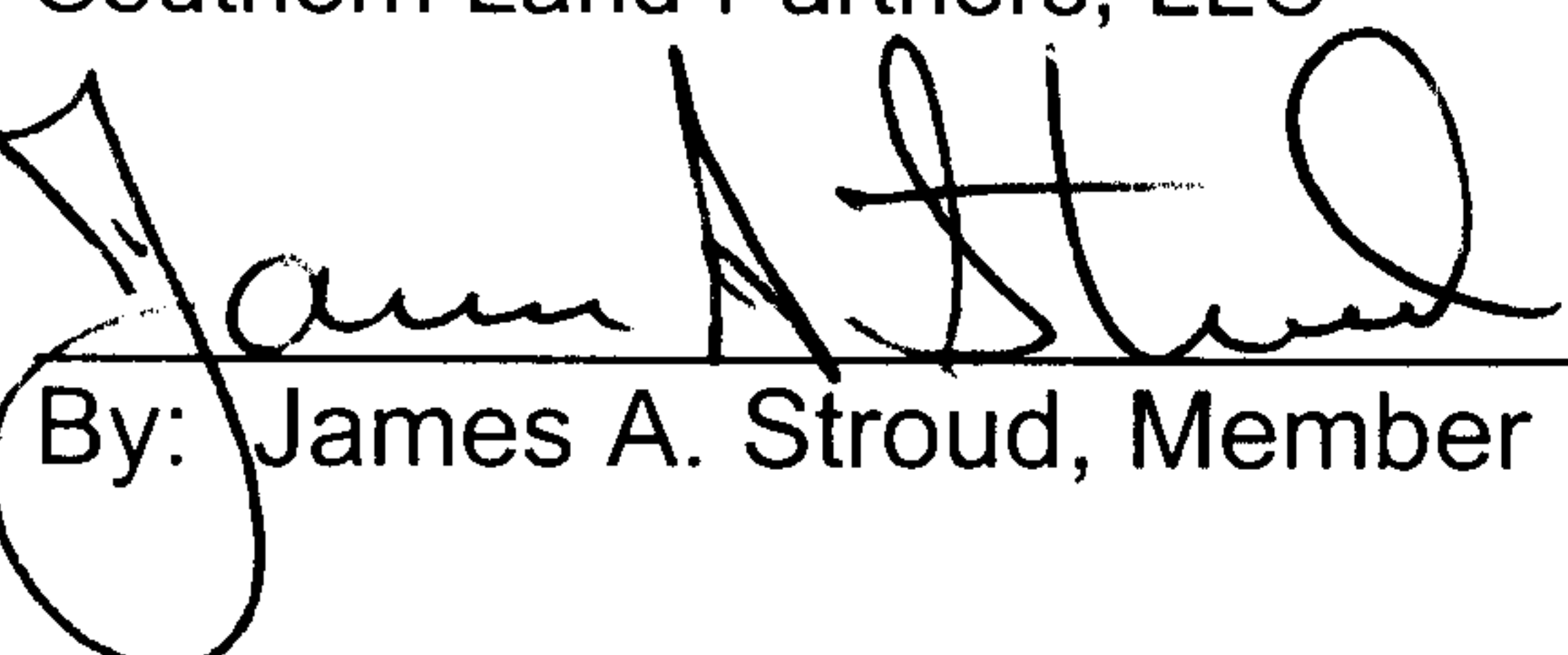
Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

This warranty deed is executed as required by the Articles of Organization and Operating Agreement and the same Articles of Organization and Operating Agreement have not been modified or amended.

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 GRANTEES, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the GRANTEES herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and, if one does not survive the other, then the heirs and assigns of the GRANTEES herein shall take as tenants in common, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

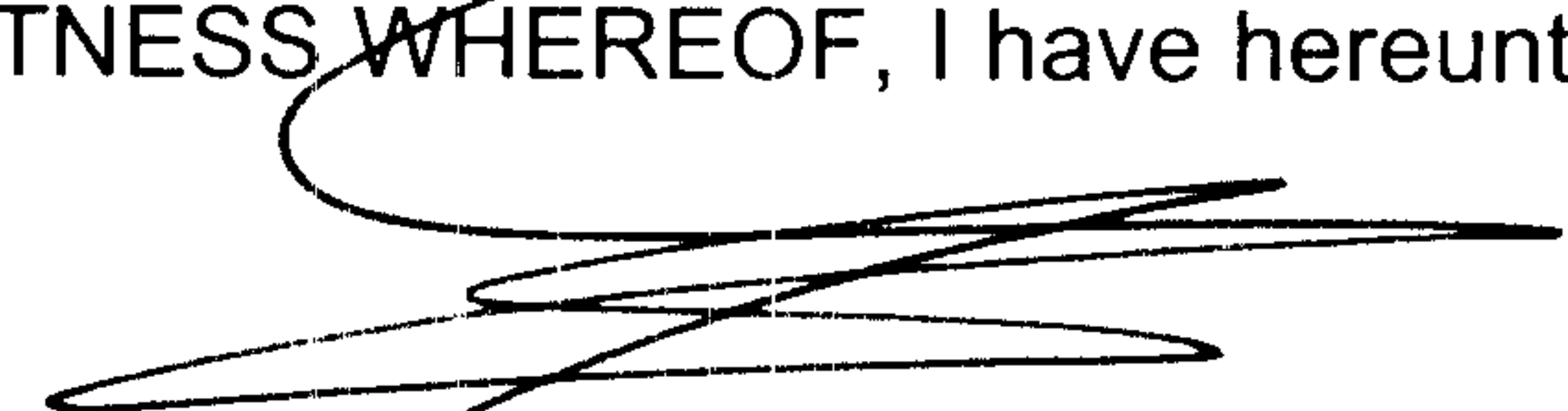
IN WITNESS WHEREOF, the said GRANTOR by its Member, James A. Stroud who is authorized to execute this conveyance, hereto set his signature and seal this the 25th day of April, 2006.

Southern Land Partners, LLC

By: James A. Stroud, Member

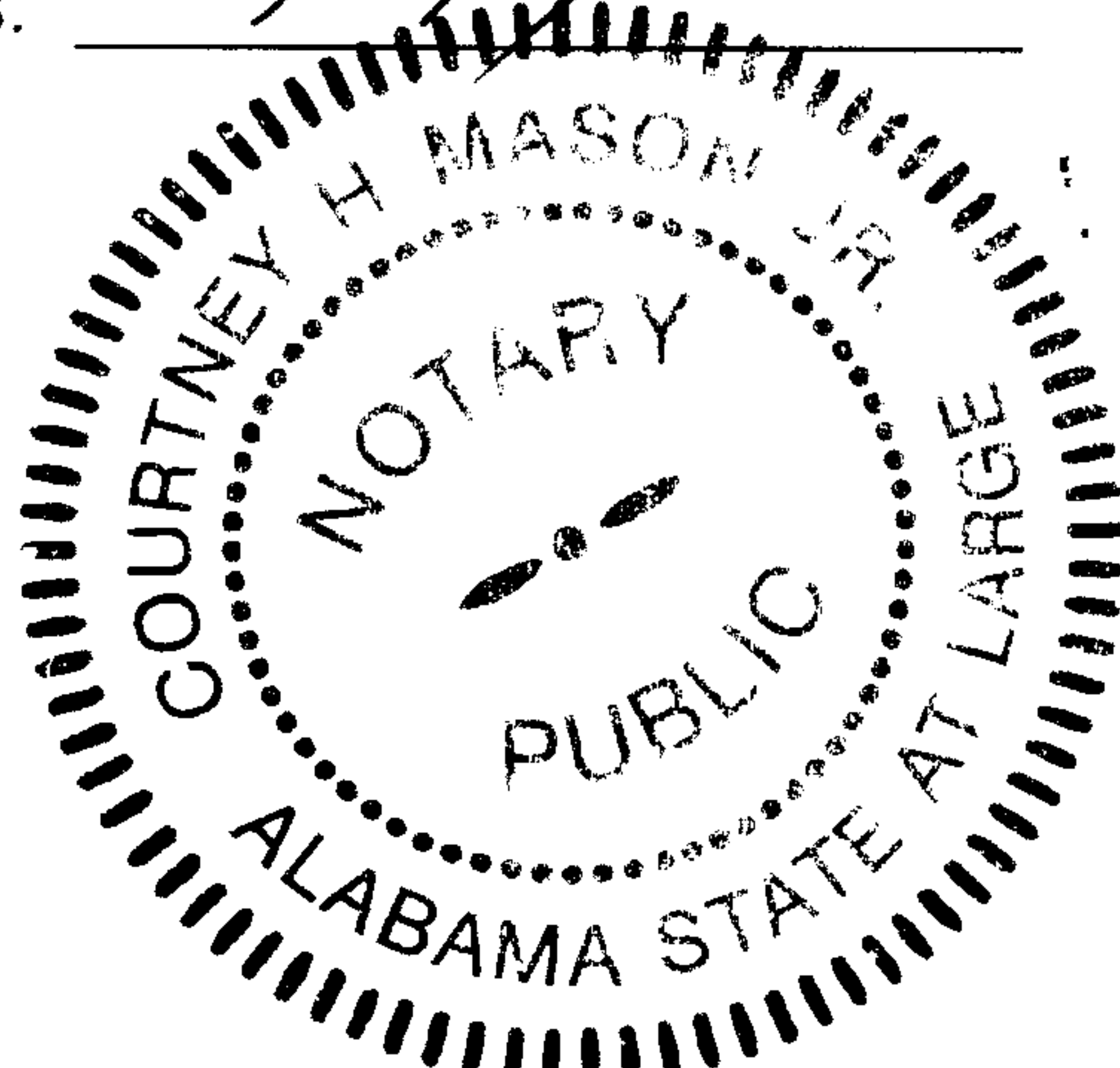
STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James A. Stroud, whose name as Member of Southern Land Partners, LLC, a limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 25th day of April, 2006.


NOTARY PUBLIC
My Commission Expires: 3/5/07

COURTNEY H. MASON, JR
COMMISSION EXPIRES MARCH 5, 2007



Shelby County, AL 04/27/2006
State of Alabama
Deed Tax: \$200.00

C. Mason



20060427000197930 2/3 \$217.00
Shelby Cnty Judge of Probate, AL
04/27/2006 01:08:36PM FILED/CERT

Exhibit "A"

Parcel I

Lot 8 of the unrecorded Subdivision known as Shoal Ridge being a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3 and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 18 South, Range 1 East Shelby County, Alabama; being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 18 South, Range 1 East; thence run North 85 deg. 56 min. 12 sec. West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 279.57 feet; thence run South 23 deg. 22 min. 29 sec. East for 23.66 feet to a point on a fence and the point of beginning; thence continue on the last described course for 903.04 feet to a point in the centerline of a 60 foot wide easement for access and utilities; thence run South 63 deg. 34 min. 43 sec. West along said centerline for 262.57 feet; thence run North 49 deg. 32 min. 47 sec. West for 732.21 feet; thence run North 71 deg. 27 min. 51 sec. West for 1259.45 feet to a point in the center of a creek; thence run North 18 deg. 10 min. 44 sec. East along said center of creek for 174.67 feet; thence run North 58 deg. 04 min. 53 sec. East along said center of creek for 23.11 feet; thence run South 88 deg. 32 min. 02 sec. East for 518.97 feet; thence run South 3 deg. 29 min. 12 sec. West for 21.00 feet to an old fence; thence run South 85 deg. 56 min. 12 sec. East along said old fence for 1039.12 feet to the point of beginning in the Probate Office of Shelby County, Alabama; being situated Shelby County, Alabama.

Parcel II

A non-exclusive sixty foot wide private access easement the centerline of which is described as follows: Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 18 South, Range 1 East, Shelby County, Alabama and run thence North 85 deg. 55 min. 35 sec. West along the north line of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of 476.76 feet to a point; thence run South 75 deg. 09 min. 08 sec. West a distance of 873.71 feet to a point in the centerline of a sixty foot wide access easement and the point of beginning on the centerline of the easement being described: thence run South 70 deg. 31 min. 14 sec. West 636.77 feet to a point; thence run South 70 deg. 20 min. 55 sec. West 427.02 feet to a point; thence run South 63 deg. 34 min. 43 sec. West 976.73 feet to the P.C. of a curve to the left having a central angle of 23 deg. 53 min. 11 sec. and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 72.96 feet to the P.T. of said curve; thence run South 39 deg. 41 min. 32 sec. West 320.28 feet to the P.C. of a curve to the right having a central angle of 34 deg. 19 min. 29 sec. and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 104.84 feet to the P.T. of said curve; thence run South 74 deg. 01 min. 01 sec. West 706.79 feet to the P.C. of a curve to the left having a central angle of 48 deg. 59 min. 37 sec. and a radius of 200.00 feet; thence run along the arc of said curve an arc distance of 171.02 feet to the P.T. of said curve; thence run South 25 deg. 01 min. 24 sec. West a distance of 213.53 feet to the centerline of Alabama Highway No. 25 and the end of required easement. Less and except any part of Highway 25 right of way that lies within this description, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



20060427000197930 3/3 \$217.00
Shelby Cnty Judge of Probate, AL
04/27/2006 01:08:36PM FILED/CERT

Exhibit "B"

Rights of others in and to the sixty (60) foot wide access easement, together with the responsibility for 1/11th of the cost of maintenance of said easement.

BUILDING AND USE RESTRICTIONS

- The parcel conveyed may not be subdivided.
- There may be only one dwelling constructed on this parcel and it can be constructed no closer than 100 feet to the closest boundary line of the sixty (60) foot wide access easement.
- No structure may be constructed closer than 100 feet to any property boundary line.
- Minimum square footage of a home is to be 2500 square feet of heated and cooled area on the ground or first floor.
- Exterior finishes of all structures are to blend with the natural surroundings and be similar to that used for the primary dwelling.
- No metal buildings of any type will be permitted.
- Metal roofs will be permitted only as long as color and style blend with the natural surroundings.
- No mobile or modular homes of any type will be permitted.
- Fencing along the access easement may be only wood, plastic or similar material, but in no event may wire be employed.
- Business activity is limited to an in-house activity with no more than three (3) employees.
- No commercial greenhouses will be permitted, and those for personal use must be constructed in a location and setting so as not to be directly visible from the access easement.
- Horses and/or cattle will be permitted, but can not exceed a combined total of ten (10) head on this parcel.

THE BUILDING AND USE RESTRICTIONS SHALL CONSTITUTE COVENANTS
RUNNING WITH THE LAND.

DRB / mmb
Purchasers Initials