

THIS INSTRUMENT PREPARED BY:  
JOSEPH CHARLES SOMMA, ESQ.  
CARIBOU NATIONAL TITLE, INC.  
2084 VALLEYDALE ROAD  
BIRMINGHAM, ALABAMA 35244

PLEASE SEND TAX NOTICES TO:  
PROMINENCE HOMES, LLC  
2084 VALLEYDALE ROAD  
BIRMINGHAM, ALABAMA 35244

# CORPORATION WARRANTY DEED

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of *consideration paid from the proceeds of a mortgage recorded simultaneously* **Twenty Thousand Five Hundred and No/100 Dollars (\$20,500.00)** to the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt and sufficiency whereof is hereby acknowledged, I/we **South Grande View Development Company, Inc., an Alabama Corporation** (herein referred to as **GRANTOR(S)**), do hereby grant, bargain, sell and fully convey unto **Prominence Homes, LLC** (herein referred to as **GRANTEE(S)**), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lot 1525, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster 15th Addition, as recorded in Map Book 32, page 126, in the Probate Office of Shelby County, Alabama.**

Property address: 1088 Grande View Way, Alabaster, AL 35007.

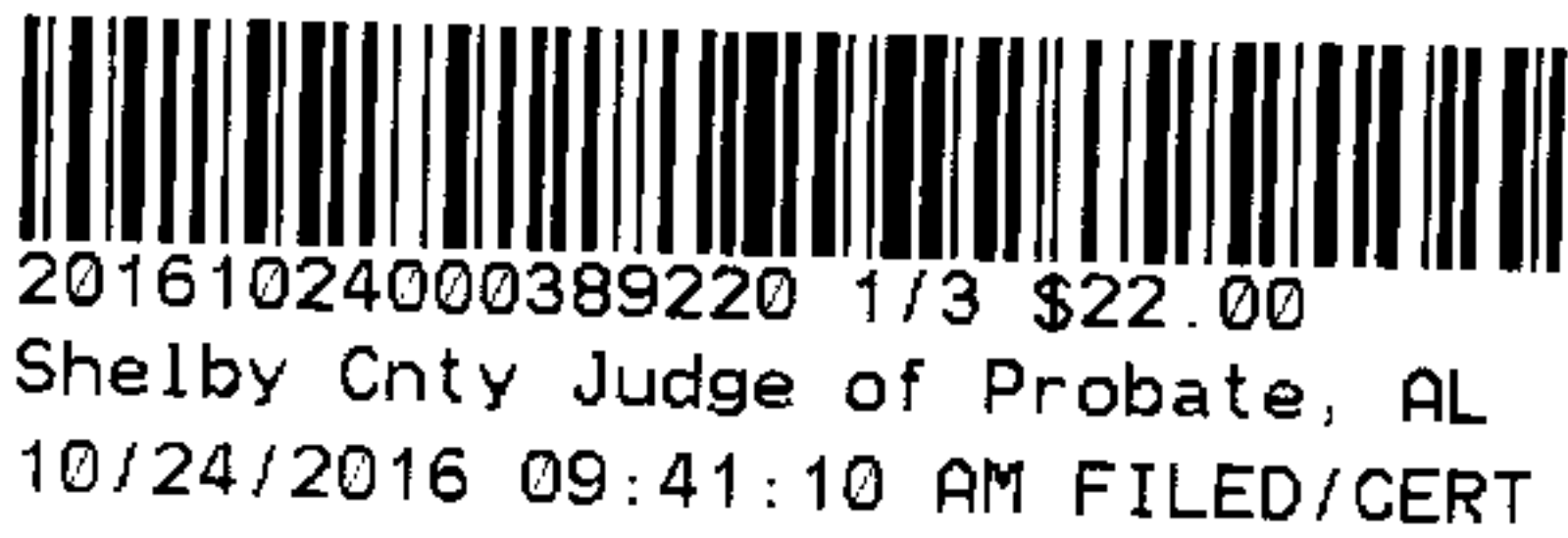
Subject to: (1) Property taxes for the current year and any previous or subsequent years  
(2) easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any (3) mineral and mining rights, if any.

**TO HAVE AND TO HOLD** unto the said **GRANTEE(S)**, his/her/their heirs and assigns, forever.

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in instrument #1995-05892, First Amendment to Declaration of Protective Covenants recorded in Instrument #1995-28543, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 2<sup>nd</sup> Addition, recorded in Instrument #1995-28544, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 3<sup>rd</sup> Addition as recorded in Instrument #1996-00339, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 4<sup>th</sup> Addition, recorded in Instrument #1996-29192, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabster, 9<sup>th</sup> Addition, Phase I, recorded in Instrument #2000-4501, and Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 9<sup>th</sup> Addition, Phase 2, recorded in Instrument #2001-1048 Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Additon to Alabaster, 15<sup>th</sup> Addition, recorded in Instrument # 20040223000092860, Articles of Incorporation of Grande View Estates homeowners' Association, Inc. recorded in Instrument #1995-05890 and By-Laws recorded in Instrument #1995-05891, in the Office of the Judge of Probate of Shelby County, Alabama (ii) the lien of ad valorem and similar taxes for 2001 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.


Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells, or buried tanks and other objects, soils conditions; utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

By their acceptance of this deed, Grantee hereby covenants and agrees for themselves and their heirs, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or






Grantee does, for themselves, their heirs and/or assigns, herewith covenant and agree to take all measures to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMP's) for control of pollutants in storm water runoff and to comply with all city and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, subcontractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided guarantee does not reimburse Grantor for such costs within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and/or assigns.


  
\_\_\_\_\_  
**South Grande View Development Company, Inc., an Alabama Corporation**  
**BY: Concetta Givianpour, President**

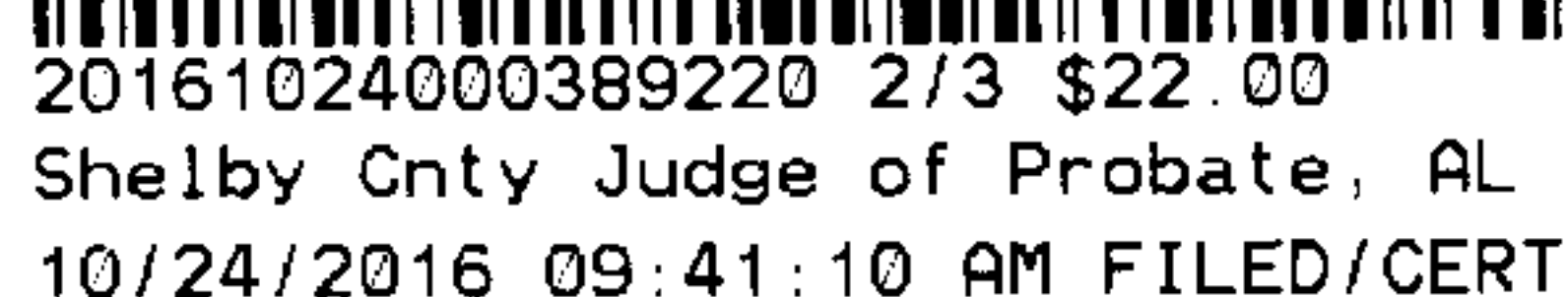
**STATE OF ALABAMA**  
**COUNTY OF JEFFERSON**

Given under my hand this 15th day of September, 2016.

September, 2016.

  
\_\_\_\_\_  
Notary Public  
My commission expires:





## Real Estate Sales Validation Form

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

Grantor's Name: **South Grande View  
Development Company, Inc.**

Grantee's Name: **Prominence Homes, LLC**

Mailing Address: **1969 Rocky Brook Drive  
Birmingham, AL 35244**

Mailing Address: **2084 Valleydale Road  
Birmingham, AL 35244**

Property Address: **1088 Grande View Way  
Alabaster, AL 35007**

Date of Sale: **September 15, 2016**  
Purchase Price: **\$20,500.00**

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

☐ Appraisal

☐ SalesContract

☐ Other

☒ 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: **September 15, 2016**

Print: **Joseph A. Macon, III**

\_\_\_\_ Unattested \_\_\_\_\_

(verified by)

Sign: \_\_\_\_\_

(Grantor/Grantee/Owner/Agent) circle one

**Form RT-1**



20161024000389220 3/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
10/24/2016 09:41:10 AM FILED/CERT