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This instrument was prepared by: Joshua L. Hartman P. O. Box 846 Birmingham, Alabama 35201

Send Tax Notice To:
William Massey Tayloe
Cristy T. Tayloe
534 Riverwoods Landing
Helena, AL 35080

# <u>CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor</u>

Three Hundred Ninety-three Thousand Five Hundred Two & no/100
SB DEV. CORP., an Alabama corporation, (herein referred to as GRANTOR) in herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by in, sell and convey unto William Massey Tayloe and Cristy T. Tayloe
, (herein referred to as Grantees), for and during ne death of either of them, then to the survivor of them in fee simple, together with r and right of reversion, the following described real estate, situated in Shelby

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

TO HAVE AND TO HOLD 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.

And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron, ore, gas, oil, methane, hydrocarbons,

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occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) SB DEV. Corp; (ii) the agents, employees, contractors and subcontractors of SB DEV. Corp.; (iii) the officers, directors, employees, agents, contractors and subcontractors of SB DEV. Corp; (iv) any successors and assigns of SB DEV. Corp.'s interest in the Property; and (v) the municipality in which the property is located, its officials, agent, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

SB D

SB DEV. CORP.

Authorized Representative

Spears

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears \_\_\_\_\_, whose name as Authorized Representative of SB DEV. CORP. a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 28th day of February \_\_\_\_\_, 20\_\_19\_, 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 corporation.

Given under my hand and official seal this 28th day of February, 20 19

My Commission Expires: 3/23/19

Notary Public

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#### **EXHIBIT "A"**

Lot 849A, according to the Final Plat of the Subdivision of Riverwoods Eighth Sector Phase II Sector "D" Resurvey No. 1, as recorded in Map Book 45, Page 47 in the Probate Office of Shelby County, Alabama.

#### Subject to:

- 1. Taxes and assessments for the year 2019 and subsequent years and not yet due and payable;
- 2. Easement(s), building line(s) and restriction(s) as shown on recorded map;
- 3. 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;
- 4. Twenty-foot conservation easement, building setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector Phase II Sector "A" Resurvey No. 1 recorded in Map Book 45, Page 47 as Instrument No. 20151026000372110 in the Probate Office of Shelby County, Alabama on October 26, 2015;
- 5. Terms and conditions of Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 2002-07338 (20020212000073381) in the Probate Office of Shelby County, Alabama on February 12, 2002, as corrected in Corrected Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 20061025000526430 in said Probate Office on October 15, 2006, and as amended in Amended and Restated Riverwoods Covenants, Conditions and Restrictions dated September 14, 2007, recorded in Instrument No. 20070917000435160 in said Probate Office on September 17, 2007;
- 6. Annual and/or other special assessments or charges pertaining to the insured premises, as contained in said Declaration of Covenants, Conditions and Restrictions. No liability is assumed for the payment of maintenance assessments as set forth in said Declaration, which assessments shall be subordinate to the lien of a first mortgage;
- 7. Bylaws of Riverwoods Association, Inc. recorded in Instrument No. 20020731000345170 in the Probate Office of Shelby County, Alabama on July 31, 2002;
- 8. Title to all minerals within and underlying the premises, together with all mining and other rights, reservations, provisions and conditions as set forth in deed from CSX Transportation, Inc., a Virginia Corp, to Western Pocahontas Properties Limited Partnership recorded in Real Book 112, page 876 in the Probate Office of Shelby County, Alabama on February 2, 1987, corrected in deed recorded in Real Book 328, page 1 on February 4, 1991, as affected by the Quitclaim Deed from CSX Transportation, Inc., to River Oaks Properties, LLC, recorded in Inst. No. 2000-31941 in the Probate Office of Shelby County, Alabama on September 14, 2000;
- 9. Oil, gas and mineral rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715 recorded April 20, 1988, leased by Total Minatome Corporation, successor by merger to CSX Oil and Gas Corporation, to Cabot Oil & Gas Corporation as evidenced by Memorandum of Lease recorded in Real 370, page 923 on October 31, 1991, with a 31 percent interest being further conveyed by Deed of Quitclaim to Westport Oil and Gas Company, Inc. in Instrument No. 2001-20356 recorded on May 21, 2001;
- 10. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Quitclaim Deed from CSX Transportation, Inc., a Virginia Corp., to River Oaks Properties, LLC, an Alabama limited liability company, dated September 11, 2000, recorded in Inst. No. 2000-31941 in the Probate Office of Shelby County, Alabama on September 14, 2000;
- 11. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Statutory Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Riverwoods Properties, LLC, an Alabama limited liability company, dated August 24, 2001, recorded in Instrument No. 2001-37300 in the Probate Office of Shelby County, Alabama on August 30, 2001;

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- 12. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated January 16, 2015, recorded in Instrument No. 20150318000084440 in the Probate Office of Shelby County, Alabama on March 18, 2015;
- 13. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated January 16, 2015, recorded in Instrument No. 20150318000084450 in the Probate Office of Shelby County, Alabama on March 18, 2015;

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#### Real Estate Sales Validation Form

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

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Grantor's Name	SB Dev Corp	
Mailing Address	3545 Market Street Hoover, AL 35226	
Grantee's Name	William Massey Tayloe Cristy T. Tayloe	
Mailing Address	534 Riverwoods Landin Helena, AL 35080	Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 03/01/2019 12:45:30 PM
Property Address	534 Riverwoods Landin Helena, AL 35080	20190301000065430 Que 5 Bend
Date of Sale	February 28, 2019	
Total Purchase Price or Actual Value \$	\$393,502.00	
or Assessor's Market Value	\$	
Bill of Sale Sales Contract X Closing State	etement	be verified in the following documentary evidence: (check one) AppraisalOther  ins all of the required information referenced above, the filing of this form
is not required.		
mailing address.		Instructions he person or persons conveying interest to property and their current he person or persons to whom interest to property is being conveyed.
Property address – the physical	address of the property being	g conveyed, if available.
Date of Sale – the date on whic	h interest to the property was	conveyed.
Total Purchase price – the total offered for record.	amount paid for the purchase	e of the property, both real and personal, being conveyed by the instrument
		e of the property, both real and personal, being conveyed by the appraisal conducted by a licensed appraiser or the assessor's current
	he local official charged with	e current estimate of fair market value, excluding current use valuation, of the responsibility of valuing property for property tax purposes will be Alabama 1975 § 40-22-1 (h).
	<del></del>	mation contained in this document is true and accurate. I further ay result in the imposition of the penalty indicated in Code of Alabama
Date February 28, 2019		Print: Joshua L. Hartman
Jnattested	Sign:	
	fied by)	(Grantor/Grantee/Owner/Agent) circle one