

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Tommy Lyals
Send Tax Notice to:
✓Windy Oaks Homeowners Association
P.O. Box 1426
Alabaster, AL 35007

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid to the undersigned grantor, **SOUTH GRANDE VIEW DEVELOPMENT CO., INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **SOUTH GRANDE VIEW DEVELOPMENT CO., INC.** (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **Windy Oaks Homeowners Association** (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Part of the SE 1/4 of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the NE corner of the SE 1/4 of said Section 16, run in a southerly direction along the east line of said quarter section for a distance of 91.08 feet to an existing iron pin being on the southwest right-of-way line of Big Oak Drive and being the point of beginning; thence turn an angle to the right of 138 degrees 43 minutes 26 seconds and run in a northwesterly direction along said southwest right-of-way line for a distance of 123.62 feet to an existing iron pin being on the north line of said southeast quarter; thence turn an angle to the left of 47 degrees 26 minutes 25 seconds and run in a westerly direction along the north line of said quarter section for a distance of 6.79 feet; thence turn an angle to the left of 132 degrees 33 minutes 35 seconds and run in a southeasterly direction along a line parallel to and 5 feet southwesterly of the existing right-of-way line for Big Oak Drive and run in a southeasterly direction for a distance of 133.91 feet to a point on the east line of said southeast quarter; thence turn an angle to the left of 138 degrees 43 minutes 26 seconds and run in a northerly direction along the east line of said quarter section for a distance of 7.58 feet, more or less, to the point of beginning. Containing 644 square feet, more or less.

The GRANTOR reserves for itself, its successors and assigns an easement for the installation and maintenance of all utilities in, over, and under the above described property.

Legal Description provided by GRANTOR and title has not been examined.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, (ii) the lien of ad valorem and similar taxes for 1994 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, 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 to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor

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shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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 the Grantee.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, South Grande View Development Co., Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this **17th** day of **November**, **1994**.

GRANTOR:

SOUTH GRANDE VIEW DEVELOPMENT CO., INC.

BY: C-S-V
Charles S. Givianpour
ITS: **President**

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **Charles S. Givianpour** whose name as **President** of South Grande View Development Co., Inc., Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, 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 office seal of office this the **17th** day of **November**, **1994**.

[Signature]
Notary Public
My Commission Expires: 5-25-95

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