

**SEND TAX NOTICES TO:**

STAGECOACH TRACE RESIDENTIAL ASSOCIATION  
C/O LINDSEY DEVELOPMENT COMPANY, L.L.C.  
2223 1st AVENUE NORTH  
BIRMINGHAM, ALABAMA 35203

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA   )  
COUNTY OF SHELBY   )

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Five Hundred and No/100 Dollars (\$ 500.00) and other good and valuable consideration to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **LINDSEY DEVELOPMENT COMPANY, L.L.C.**, (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **STAGECOACH TRACE RESIDENTIAL ASSOCIATION, A NOT FOR PROFIT CORPORATION**, (herein referred to as "Grantee") as joint tenants with rights of survivorship the following described land, subject to the conditions and limitations contained herein, situated in Shelby County, Alabama, to wit:

The property described on Exhibits A, B and C attached hereto and incorporated herein by this reference.

Mineral & mining rights excepted.

Said land is conveyed subject to the following:

1. Real Estate ad valorem taxes due and payable for the current year, and any other taxes, charges, and assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. Any existing leases, licenses, agreements, restrictions, easements, rights-of-way, or encroachments.
4. All matters of public record affecting said land.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land.
6. Mineral and mining rights not owned by Grantor.
7. Building setback line(s) of public record affecting said land.
8. Public utility easement(s) of public record affecting said land.
9. Declaration of Protective Covenants of Stage Coach Trace (First Sector) recorded in Instrument Number 1999-4656, in the Office of the Judge of Probate of Shelby County, Alabama, and Amended Declaration of Protective Covenants of Stage Coach Trace, Sector 2, to be recorded in the Office of the Judge of Probate of Shelby County, Alabama.
10. Grantor has not made and specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property, including, but not limited to, the water, soil, sub-soil and geological conditions of the Property, and the suitability thereof for any and all activities and uses which Grantee may elect to conduct thereon. Grantee expressly acknowledges that no such other warranties, guaranties or representations have been made by or on behalf of Grantor. It is expressly understood and agreed that with respect to the physical condition of the Property, the Property is being sold hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by or on behalf of Grantor. GRANTOR HAS NOT MADE OR DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO (1) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR (2) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED OR TO BE PROVIDED BY GRANTOR TO GRANTEE. Grantee expressly acknowledges to Grantor that Grantee has made its own independent inspections and investigations of the Property and has purchased the Property (i) based solely upon and in reliance upon its own independent inspections and investigations of the Property, and (ii) without relying upon any representation, warranty or agreement by Grantor, its agents or contractors, or by any other person or entity purporting to act or speak for or on behalf of Grantor with respect to the condition of the Property or any part thereof. Grantee, for itself and its heirs, successors and assigns, waives and releases all claims of every nature whatsoever, present and future, against Grantor based upon or in connection with the condition of the Property, the soil or the sub-soil conditions including but not limited to the presence of any underground mines, tunnels or sinkholes, or any subsidence of the surface of the Property related thereto or caused thereby and hereby releases Grantor from any liability whatsoever with respect thereto. The provisions of this paragraph shall run with the land and

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005 MSB 32.50

Inst. # 2001-38953

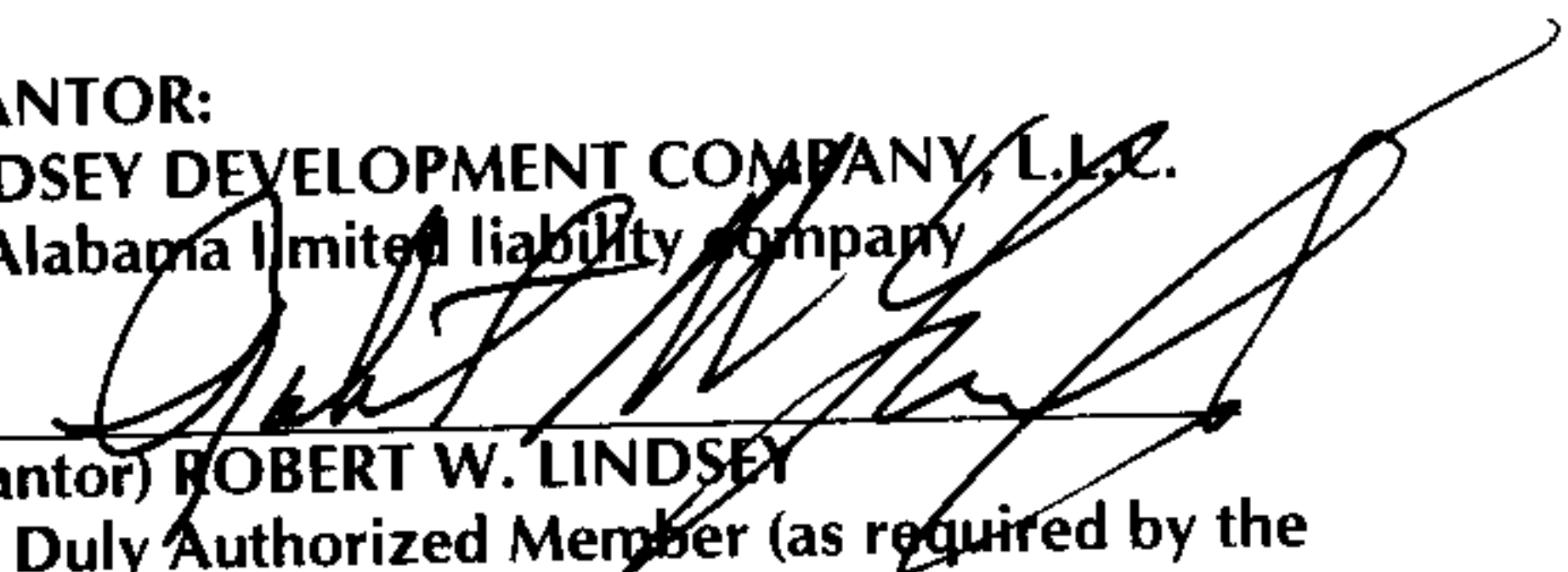
shall be binding upon Grantee and all subsequent owners of any interest in the Property or any part thereof.

**TO HAVE AND TO HOLD** unto Grantee and to Grantee's successors and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that it has good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by or under Grantor.

**IN WITNESS WHEREOF**, the Grantor has caused this conveyance by its duly authorized member effective this 7th day of September, 2001.

**GRANTOR:**  
**LINDSEY DEVELOPMENT COMPANY, L.L.C.**  
An Alabama limited liability company

By:   
(Grantor) **ROBERT W. LINDSEY**  
It's: Duly Authorized Member (as required by the  
Articles of Organization and Operating Agreement  
which have not been amended or modified.)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County of said State, hereby certify that ROBERT W. LINDSEY, whose name as duly authorized member of Lindsey Development Company, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such duly authorized member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 7th day of September, 2001.



NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES 09/01/04  
BOSTON, MASS. 02108-1000

THIS INSTRUMENT PREPARED BY:  
Anne R. Strickland, Attorney at Law  
5330 Stadium Trace Parkway, Suite 250  
Birmingham, AL 35244  
(205) 733-1303

## EXHIBIT A

### Common Area 1

Commence at the SW Corner of Lot 17 of Stage Coach Trace, Sector 1, Sheet 3 of 3, as recorded in the office of the Judge of Probate in Shelby County, in Map book 25, Page 24C, said point being the POINT OF BEGINNING; thence N00°01'23"E, a distance of 190.75'; thence N79°41'35"E, a distance of 55.36'; thence S15°00'47"E, a distance of 75.82'; thence S35°03'04"E, a distance of 156.96'; thence S56°53'31"W, a distance of 26.19'; thence S46°42'43"W, a distance of 44.20'; thence N62°06'41"W, a distance of 19.82'; thence N19°36'35"W, a distance of 35.65'; thence S88°03'10"W, a distance of 70.87' to the POINT OF BEGINNING.

Said Area containing 0.50 acres, more or less.

EXHIBIT B

Common Area 2

Commence at the NW Corner of Lot 21 of Stage Coach Trace, Sector 1, Sheet 3 of 3, as recorded in the office of the Judge of Probate in Shelby County, in Map book 25, Page 24C, said point being the POINT OF BEGINNING; thence N86°12'01"W, a distance of 637.68'; thence S01°26'16"E, a distance of 588.67' to a point, said point being the beginning of a non tangent curve to the right, having a radius of 55.00', a central angle of 22°15'21", and subtended by a chord which bears N09°41'24"E, and a chord distance of 21.23'; thence along the arc of said curve, a distance of 21.36'; thence N15°38'05"E, a distance of 203.30'; thence N74°19'34"E, a distance of 40.00'; thence S52°00'42"E, a distance of 282.33'; thence S35°30'03"W, a distance of 103.13'; thence S00°09'08"W, a distance of 314.79'; thence S89°50'52"E, a distance of 347.07'; thence N07°50'11"E, a distance of 512.06'; thence N07°59'34"W, a distance of 388.66' to the POINT OF BEGINNING.

Said Area containing 10.47 acres, more or less.

**EXHIBIT C**

**Common Area 3**

Commence at the NW Corner of the NW 1/4 of Section 36, Township 21 South, Range 3 West, Shelby County, Alabama; thence S86°11'13"E along the Section line, a distance of 499.60'; thence S12°35'04"E, a distance of 183.51' to the POINT OF BEGINNING; thence N73°25'33"E, a distance of 311.51'; thence N42°27'42"E, a distance of 151.48'; thence N27°01'45"W, a distance of 122.08'; thence S85°47'54"W, a distance of 490.95'; thence S27°49'23"E, a distance of 309.12' to the POINT OF BEGINNING.

Said Area containing 2.50 acres, more or less.

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