

Send Tax Notice to:

Stephen Edward Parker & Pamela Ann Parker
14557 Dauphin Island Parkway
Codon, AL 36523

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA)
SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Forty-six Thousand, & 00/100 (\$246,000.00) Dollars, to the undersigned grantor in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, the undersigned **SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama** (herein referred to as grantor) does grant, bargain, sell and convey unto **Stephen Edward Parker and wife, Pamela Ann Parker**, (herein referred to as GRANTEES), as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Site 3 according to the Site 3 survey being a resurvey of Lot 1-A-1 Shelby West Corporate Park as recorded in Map Book 27, page 61, and last recorded in Map Book 28, page 97, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING:

- (1) Any prior reservation or conveyance of minerals or mining rights, together with release of damages of minerals of every kind and character including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
- (2) General and special taxes or assessments for 2001 and subsequent years not yet due and payable.
- (3) Matters shown on the survey by Paragon Engineering, Inc. dated 11-18-2000 (as depicted on Map Book 28, page 97).
- (4) Restrictions, covenants and conditions as set out in instruments recorded in Inst. #1996-38767 and Inst. #2001-20649 in Probate Office.
- (5) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 270 page 714 in Probate Office.
- (6) All existing, future or potential common law or statutory rights of access between the right of way of I-65 and subject property as conveyed and relinquished to the State of Alabama.
- (7) Transmission line permit(s) to Alabama Power Company as set out in Deed Book 67, Pages 373-376 and as shown in Map Book 28, Page 97 in the Probate Office.
- (8) The Special Conditions & Contingencies Relating to Purchase, copy of which is attached hereto as Exhibit "A", and made a part and parcel hereof.

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 undersigned does for itself, its successors and assigns covenant with the said grantees, their heirs 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 a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall, warrant and defend the same to the said grantees, theirs heirs and assigns forever, against the lawful claims of all persons.

09/13/2001-39551
08:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 MSB 39.00

Inst # 2001-39551

IN WITNESS WHEREOF, the said **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama, by its County Manager, Alex Dudchock, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 11th day of Sept, 2001.

SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama

By

Its

Alex Dudchock
Co. Mgr.

STATE OF ALABAMA
SHELLY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alex Dudchock, whose name as County Manager of Shelby County, Alabama, a political Subdivision of the State of Alabama, 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, in capacity as such County Manager, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of September, 2001.

Lanice Brasher
Notary Public

EXHIBIT "A"

SECTION II

SPECIAL CONDITIONS & CONTINGENCIES RELATING TO PURCHASE

Any additional provisions set forth hereof, initialed by all parties, are hereby made a part of this contract.

- AP AD 1. The Purchaser is responsible for obtaining all necessary permits, utility taps, water and sewer service from the City of Alabaster and/or the City of Alabaster Water Board.
- SEP AP 2. The Purchaser agrees to file a form 7460 Notice of Proposed Construction or Alteration with the Federal Aviation Administration (FAA).
- SEP AP 3. No construction can begin until the building plans and specifications have been approved by the Shelby West Corporate Park Design Review Committee.
- SEP AP 4. Purchaser agrees to conform to all covenants and restrictions at Shelby West Corporate Park as recorded in instrument 1996-38767 and as amended prior to closing.
- SEP AP 5. Construction must begin on the site no later than twelve (12) months after the date of closing, or the site, at the option of the Seller, will revert back to the Seller. The Purchaser will receive a refund of the purchase price less any commission paid and a 2% penalty.
- SEP AP 6. This Contract is contingent of approval of development plans by the Shelby West Corporate Park Design Review Committee.
- SEP AP 7. Purchaser agrees to allow grading of that portion of the site designated for that purpose as shown on Sheet C2-RO of the construction plans for Shelby West Corporate Park, Phase I, Sector II, mass grading package, as prepared by Gonzales, Webb, Strength dated 2/28/01 and in strict compliance with the resulting elevation and specifications shown therein.
- SEP AP 8. Seller agrees that all soil removal authorized herein shall be completed no later than six (6) months after closing of this transaction.
- SEP AP 9. Seller and Purchaser agree that time for commencing construction on property required by Covenants shall not commence until soil removal authorized hereunder by Seller is completed.
- SEP AP 10. Seller to have environmental survey performed at Seller's sole expense by certified environmental company establishing no adverse environmental conditions or hazards on said property.
- SEP AP 11. Seller agrees to survey and particularly describe thereby the 10 acre tract which is the subject of this agreement.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, any other agreements not incorporated herein are void and of no force effect.

Witness to Purchaser's Signature

Allison A Henderson

Witness to Purchaser's Signature

William B Bullock

Witness to Seller's Signature

Witness to Seller's Signature

Purchaser

(SEAL)

Steve Park

Purchaser

(SEAL)

Ally Dandah

Seller

(SEAL)

Seller

(SEAL)

Receipt is hereby acknowledged of the earnest money ☐ CASH

☒ CHECK as herein above set forth

By

James Lee

Inst # 2001-39551

09/13/2001-39551
08:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 39.00