

THIS INSTRUMENT PREPARED BY:

Kathryn S. Carver, Esq.  
1000 Urban Center Drive, Suite 250  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:

William O. Smith and Gale T. Smith  
2280 Tanglewood Brook Lane  
Birmingham, Alabama 35243

STATE OF ALABAMA  
SHELBY COUNTY

STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Three Hundred Seventy-Five Thousand and no/100 Dollars (\$375,000.00) to **JOANNE E. BOYD**, a single woman (the "Grantor"), in hand paid by **WILLIAM O. SMITH AND GALE T. SMITH** (the "Grantees"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantees, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 13, according to the Survey of Stonegate Realty-Phase One, as recorded in Map Book 29, page 4A and 4B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2002, and taxes for subsequent years, not yet due and payable.
2. 30 foot storm and trail easement along Galway Trail, as shown by recorded map.
3. 20 foot drainage easement along south line of lot, as shown by recorded map.
4. Restrictions, limitations and conditions as shown by recorded map.
5. Buffer as shown by recorded map
6. Restrictions, covenants and conditions as set out in instrument(s) recorded in Instrument #2001/5954 as amended and restated in Instrument # 2001/12016 together with Articles of Incorporation of Stonegate Farms Property Owners Association, Inc. recorded in Instrument #2001/5955, in the Probate Office of Shelby County.
7. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 176, page 381; Deed Book 185, page 475; Real 15, page 899; Deed Book 148, page 18; Deed Book 182, page 326; Deed Book 184, page 172; Deed Book 138, page 307; Deed Book 240, page 444; Deed Book 321, page 269; Deed Book 331, page 840; Deed Book 310, page 991; Deed Book 242, page 148 and Deed Book 180, page 35, in said Probate Office
8. Agreement as set out in Instrument #1993/8112 in said Probate Office. (Applies only to that part of the land lying within 100 feet of the water's edge of each to the two lakes on the land)
9. Rights of upper and lower riparian owners in and to the use of the waters of the lake contiguous to subject property and the natural flow thereof.
10. Terms, conditions, reservations and restrictions contained in the agreement dated March 19, 1993 by and between "Smyer" and Shelby Lake Corporation as set out by Instrument #1993/8110 in said Probate Office.
11. Easement and Use Restrictions Agreement recorded as Instrument #2001/02969 in said Probate Office.
12. Option Agreement by and between Ingrid Frances Smyer-Dubrow, Harald L. Smyer, Jr. and S.W. Smyer, Jr. (Lake Lot Owners); Ingrid Frances Smyer-Dubrow, Harald L. Smyer, Jr., Sidney W. Smyer, III and S.W. Smyer, Jr. (Hollybrook Owners) and Stonegate Farms, LLC recorded as Instrument # 2001/02970 in said Probate Office.
13. Terms, conditions, restrictions, easements, reservations, and release of damages as set forth in Instrument #2001/4492, as recorded in said Probate Office.
14. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad

01/02/2002-00030  
09:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 389.00

Inst # 2002-00030

valorem taxes for subject property have been paid under a current use assessment. (See 1975 Code of Alabama Section 40-7-25.3).

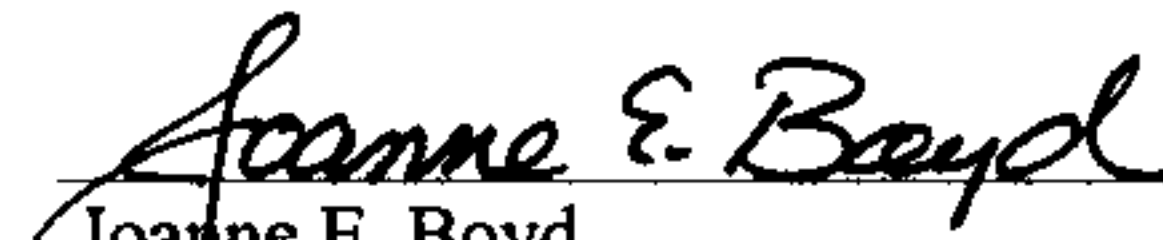
15. Any prior reservations or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property

Together with the nonexclusive easement to use the Development Roads as more particularly defined and described in the Covenants.

**TO HAVE AND TO HOLD** unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantees hereby covenant and agree 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 Lot or to any buildings, improvements, or structures now or hereafter located upon the Lot, or on account of past or future injuries to any owner, occupant or other person in or upon the Lot, 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 Lot or any other property now or hereafter owned by the Grantor, whether contiguous or non-contiguous to the Lot conveyed hereunder. For purposes of this paragraph, the terms "Grantor" shall mean and refer to (a) Joanne E. Boyd, (ii) Stonegate Farms, LLC; (iii) the members of Stonegate Farms, LLC both in their capacity as a member and in their separate corporate or limited liability company capacities, as applicable including without limitation and as maybe applicable, their capacity as the owner of any minerals adjacent to the Lot; (iv) the agents and employees of Stonegate Farms, LLC; (v) the officers, directors, employees and the agents of the member of Stonegate Farms, LLC; (vi) any successors and assigns of Stonegate Farms, LLC; and (vii) any successors and assigns of Stonegate Farms, LLC's interest in remaining property of Stonegate Farms, LLC. 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.


**IN WITNESS WHEREOF**, Grantor, JOANNE E. BOYD, has executed this conveyance on this the 20<sup>th</sup> day of December, 2001.

  
Joanne E. Boyd

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOANNE E. BOYD, whose name 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, she executed the same voluntarily on this bears same date.

Given under my hand and official seal this 20<sup>th</sup> day of December, 2001.

  
Notary Public  
My Commission expires: 7/23/05

Inst. # 2002-00030

01/02/2002-00030  
09:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 389.00