

THIS INSTRUMENT PREPARED BY:

✓ Kristy Liggan Riley, LLC  
1000 Urban Center Drive, Suite 250  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:

Sam and Donna Hendrickson  
849 Ridgecrest Dr.  
Gardendale, Alabama 35071

STATE OF ALABAMA  
SHELBY COUNTY

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Eighty-Five Thousand and no/100 Dollars (\$85,000.00) to **STONEGATE FARMS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **SAM M. HENDRICKSON AND DONNA L. HENDRICKSON** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, 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 26, 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. General and special taxes or assessments for 2002 and subsequent year not yet due and payable.
2. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment. (See 1975 Code of Alabama Section 40-7-25.3).
3. 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.
4. 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.
5. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 185, page 475; Deed Book, 182 page 326; Deed Book 184, page 172 and Deed Book 180, page 35, in said Probate Office.
6. 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).
7. 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.
8. Easement and Use Restrictions Agreement recorded as Instrument #2001/02969 in said Probate Office.
9. 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.
10. Restrictions, limitations and conditions as set out in Map Book 29, page 4A and 4B.

03/05/2002-10454  
09:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 99.00

Inst # 2002-10454

11. Buffer as shown on Map Book 29, page 4A and 4B.

12. A 30 foot storm and trail easement as shown on Map Book 29, page 4A and 4B.

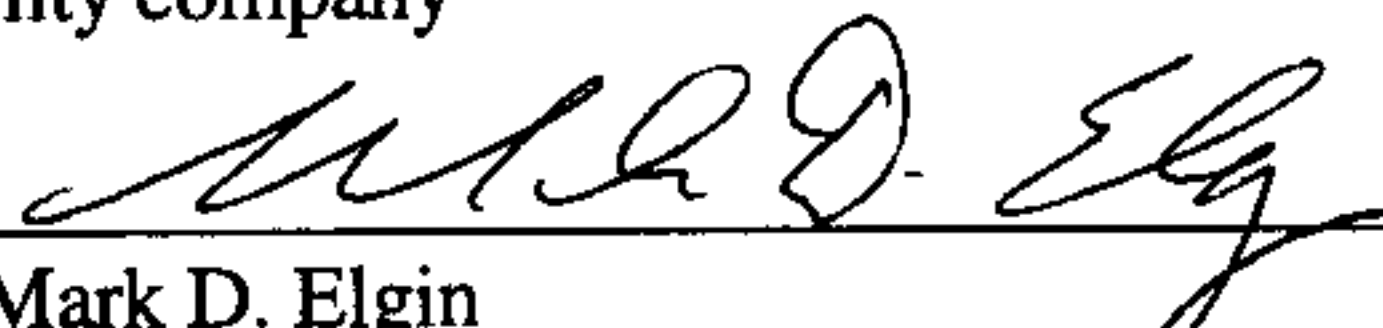
Together with the nonexclusive easement to use the Development Roads, as more particularly defined and described in the Covenants.

**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, 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 the 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) Stonegate Farms, LLC; (ii) the partners of Stonegate Farms, LLC, both in their capacity as a partner and in their separate corporate and limited liability capacities including, without limitation and as may be applicable, their capacity as the owner or prior owner of any minerals subjacent to Stonegate Farms; (iii) the agents, employees, contractors and subcontractors of Stonegate Farms, LLC; (iv) the officers, directors, employees, agents, contractors and subcontractors of the partners of Stonegate Farms, LLC; (v) any successors and assigns of Stonegate Farms, LLC; and (vi) 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, STONEGATE FARMS, LLC, has caused this conveyance to be executed by its duly authorized President as of the 28<sup>th</sup> day of February, 2002.


**STONEGATE FARMS, LLC** an Alabama limited liability company

By:   
Mark D. Elgin  
Its: President

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MARK D. ELGIN, whose name as President of Stonegate Farms, LLC, an Alabama limited liability company, 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, as such officer 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 29<sup>th</sup> day of February, 2002.

  
Notary Public  
My Commission Expires 7/23/05

03205/2002-10454  
09:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 99.00