

1,300

STATUTORY WARRANTY DEED



20021230000652990 Pg 1/4 21.00
Shelby Cnty Judge of Probate, AL
12/30/2002 16:00:00 FILED/CERTIFIED

STATE OF ALABAMA

Send Tax Notice To:

COUNTY OF SHELBY

Caldwell Mill, LLP
5502 Caldwell Mill Road
Birmingham, Alabama 35242

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid to the undersigned, **CALDWELL MILL PROPERTIES, LLC**, an Alabama limited liability company ("Grantor"), by **CALDWELL MILL, LLP**, an Alabama registered limited liability partnership ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY, forever, unto Grantee, its successors and assigns, in fee simple, together with every contingent remainder and right of reversion, the following described property situated in Shelby County, Alabama to-wit:

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, both of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3" capped iron pipe being the locally accepted southeast corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 3, run in a northerly direction along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and along the west line of the Amended Map of Wyngate First Sector, as recorded in Shelby County in the Office of the Judge of Probate in Map Book 11, Page 13, for a distance of 1308.59 feet to an existing 3" capped iron pipe being the locally accepted northeast corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 3; thence turn an angle to the left of 88°-16'-15" and run in a westerly direction along the south line of the Amended Map of Wilmington Place, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 30, Page 23, for a distance of 861.64 feet to an existing iron rebar; thence turn an angle to the left of 33°-31'-04" and run in a southwesterly direction for a distance of 608.19 feet to an existing #5 iron rebar set by Paragon Engineering; thence turn an angle to the left of 11°-16'-55" and run in a southwesterly direction for a distance of 1400.55 feet to an existing #5 Paragon iron rebar; thence turn an angle to the left of 135°-39'-14" and run in an easterly direction for a distance of 1072.28 feet to an existing #5 iron rebar being the locally accepted southeast corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 3; thence turn an angle to the right of 0°-11'-07" and run in an easterly direction along the south line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3 for a distance of 1329.75 feet, more or less, to the point of beginning. Containing 51.01 acres, more or less.

together with all and singular the improvements thereon, fixtures, rights, easements, privileges, tenements and appurtenances thereunto belonging or in anywise appertaining (collectively, the "Property"); subject, however, to the following:

1. All zoning and building laws, regulations or restrictions, ordinances and any violations thereof.
2. Any taxes, charges or assessments levied and/or assessed against the Property or any portion thereof for the current and any subsequent years, not yet due and payable, including, but not limited to, fire district dues and library charges.
3. All easements, leases, agreements, rights-of-way, covenants, conditions, restrictions and other matters of record affecting title to or use of the Property.
4. All restrictive covenants, rights of way, reservations, easements, leases, agreements, encroachments, changes in street lines, covenants, conditions, restrictions and other matters which are shown on the survey of Laurence D. Weygand of Weygand Surveyors, Inc., dated December 20, 2002.
5. Easement Agreement recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1997-20513.
6. Release of Damages as recorded in Instrument 1997-23467, in the in the office of the Judge of Probate of Shelby County, Alabama.
7. Easements, reservation of mineral and mining rights, reservation of "Lake Easement," release of damages, restriction of right of action and any other matters in document recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1997-20511.
8. Possible Easement to Alabama Power Company along southerly line as shown by survey of Laurence D. Weygand of Weygand Surveyors, Inc., dated December 20, 2002.
9. The following matters of survey as delineated on the survey of Laurence D. Weygand of Weygand Surveyors, Inc., dated December 20, 2002:
 - (a) encroachment of wire fence over the easterly line of property;
 - (b) encroachment of pond over the easterly line of property.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries or damage to the Property herein conveyed or to any building, improvements, structures, pipelines or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from past mining and/or gas or oil producing operations, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded

natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports, whether said past mining and/or gas or oil producing operations be in or on the Property or other lands, shall ever accrue to, or be asserted by, Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries and damages, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

As a condition of the conveyance hereunder, Grantee acknowledges that the physical condition of the Property has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspections and not upon any agreement, representation or warranty made by Grantor. Grantee accepts the physical condition of the Property **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases Grantor from any liability of any nature arising from, or in connection with, the physical condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

No private right of action shall accrue with respect to the physical condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns, or any of them, for any costs, loss, damage or liability such purchaser or its successors and assigns may incur as a result of the physical condition of the Property or the need or desirability to do any removal, corrective or remediation work, including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, forever, together with every contingent remainder and right of reversion.

All of the consideration paid for the Property was paid from the proceeds of a mortgage loan closed simultaneously herewith.

IN WITNESS WHEREOF, Grantor has executed this instrument on this the 27TH day of DECEMBER, 2002.

GRANTOR:

CALDWELL MILL PROPERTIES, LLC

By: Henry Craft O'Neal
Henry Craft O'Neal, manager

STATE OF ALABAMA)
 :
Jefferson COUNTY)

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Henry Craft O'Neal**, whose name as manager of **Caldwell Mill Properties, LLC**, 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 manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this the 27TH day of DECEMBER, 2002.

Anna Funderburk Buchanan
NOTARY PUBLIC
My Commission Expires: 1/22/06

[SEAL]

This instrument prepared by:

Herbert Harold West, Jr., Esq.
Cabaniss, Johnston, Gardner,
Dumas & O'Neal
Post Office Box 830612
Birmingham, AL 35283-0612