

VALUE: \$28,970.00



20030224000111590 Pg 1/4 49.00
Shelby Cnty Judge of Probate, AL
02/24/2003 09:40:00 FILED/CERTIFIED

THIS INSTRUMENT PREPARED BY:

Kathryn S. Carver, Esq.
Kathryn Carver & Associates P.C.
1000 Urban Center Drive, Suite 250
Birmingham, Alabama 35242

SEND TAX NOTICE TO:

Stonegate Farms Property Owners'
Association, Inc.
1000 Urban Center Drive, Suite 650
Birmingham, Alabama 35242

PREPARED WITHOUT BENEFIT OF TITLE SEARCH

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten and no/100 Dollars (\$10.00) to **STONEGATE FARMS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **STONEGATE FARMS PROPERTY OWNERS' ASSOCIATION, INC.**, an Alabama non-profit corporation (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee certain real property situated in Shelby County, Alabama, which real property is comprised solely of certain common areas, private roads and private road rights-of-way located within the Stonegate Farms development, such common areas, private roads and private road rights-of-way being depicted upon certain recorded subdivision maps, and being more particularly described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Property").

TOGETHER WITH all improvements, appurtenances and hereditaments thereunto belonging, including all easements for maintenance and installation with respect to the Property, as reserved by Grantor in the Covenants (as defined in Exhibit "B" attached hereto and made a part hereof) and in any applicable record map executed and recorded by Grantor.

It is the intention of Grantor to convey to Grantee all its right, title and interest in and to the Property, whether or not any or all of the Property is accurately described herein, subject to the matters set forth herein.

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns forever, subject, however, to the matters set forth on Exhibit "B" attached hereto and made a part hereof, including, without limitation, and as further set forth in the Covenants, a perpetual non-exclusive easement of access to and the use and enjoyment of the Property, subject to and in common with Grantor, its successors and assigns, and all other Owners and Occupants (as defined in the Covenants), and the rights of all other parties having any interests or rights therein.

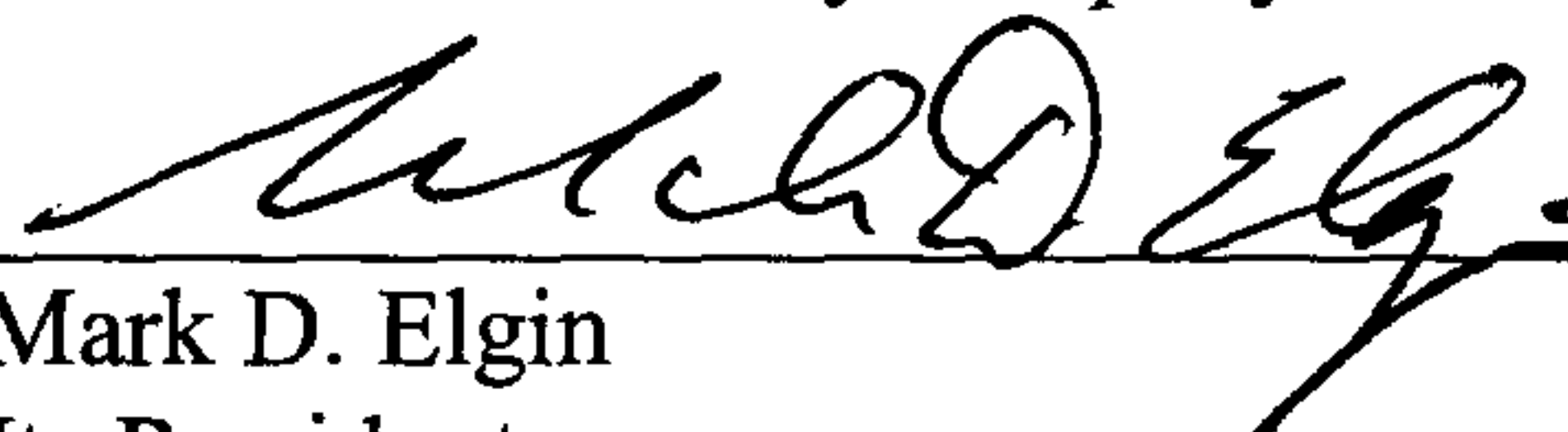
This conveyance is also made subject to the condition that the portion of the Property consisting of 0.45 acre and designated as "Common Area" on the recorded subdivision map of Stonegate Realty – Phase One, as described in Exhibit "A" hereto, which portion of the Property is located adjacent to and northeast of Galway Trail, shall be utilized by Grantee, its successors and assigns, as private road right of way and for no other purpose.

By acceptance of this Deed, Grantee hereby covenants and agrees for Grantee and its successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against 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 members of Stonegate Farms, LLC, both in their capacity as a member and in their separate 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 other property owned by 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 officer as of the 12th day of December, 2002.

STONEGATE FARMS, LLC,
an Alabama limited liability company

By: 
Mark D. Elgin
Its President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned 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 such 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 on this the 13th day of December, 2002.


Notary Public
My Commission Expires March 6, 2004
Notary Public, Alabama State at Large
My Commission Expires March 6, 2004

NOTARIAL SEAL

EXHIBIT “A”

DESCRIPTION OF PROPERTY

All that certain real property designated as “Common Area”, together with those certain private roads designated as Stonegate Drive and Galway Trail, as set forth in the map or plat of Stonegate Realty – Phase One, as recorded in Map Book 29, pages 4A & B, in the Probate Office of Shelby County, Alabama, and as set forth in the map or plat of Stonegate Realty – Lake Lots Resurvey, as recorded in Map Book 29, page 139, in said Probate Office.

EXHIBIT “B”

TITLE EXCEPTIONS

1. Taxes for 2002 and subsequent years.
2. Title to all minerals within and underlying the Property, together with all mining rights and other rights, privileges and immunities relating thereto, not owned by Grantor.
3. Restrictions, covenants and conditions as set out in instrument recorded in Instrument #2001/5954 as amended and restated in Instrument #2001/12016 in the Probate Office of Shelby County, Alabama, and all other applicable covenants, conditions, and restrictions of record (collectively, the “Covenants”), and all applicable easements and rights of way, including without limitation, the non-exclusive rights of ingress and egress granted and reserved for the benefit of all Owners (as defined in the Covenants) within the Covenants and any other document.
4. Such matters as may be revealed by a personal inspection and accurate survey of the Property.
5. All applicable zoning ordinances.