

20031223000824350 Pg 1/3 67.50  
Shelby Cnty Judge of Probate,AL  
12/23/2003 13:14:00 FILED/CERTIFIED

CWD, LLC

7. Right(s) of Way(s) granted to Shelby County by instrument(s) recorded in Deed 95 page 519 in the Probate Office.
8. Building setbacks line of 40 feet as reserved from Highway No. 280, as shown by recorded plat.
9. Easements as shown by recorded plat, including an easement of 10 feet for Alabama Power Company easement on the southeasterly side and a 30 foot access easement on the Southeasterly side of the lot.
10. Restrictions, covenants, conditions and building setback lines as set out in amended and restated restrictions and covenants as set out in Real Book 265 page 96 in the Probate Office.
11. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 109 page 491, Deed Book 141 page 180, Real Book 333 page 138, Real Book 333 page 201, and Real Book 377 page 441 in the Probate Office.
12. Agreement by and between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. by instrument(s) recorded in Real Book 350 page 545 in the Probate Office.
13. Non-exclusive easement as set out in Inst. # 1993-22439 in the Probate Office.
14. 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 Deed Book 4 pages 493 and 495 and 497 and Deed Book 121 page 294 in the Probate Office.
15. Release(s) of damages as set out in instrument(s) recorded in Inst. # 1993-22439 in the Probate Office.
16. Restrictions, covenants and conditions as set out in Inst. # 1993-22439 and Inst. # 1994-3409 in the Probate Office.
17. Unrecorded Agreement by and between Taylor Properties, L.L.C. and Greystone Ridge Homeowners Development Protection Committee, dated June 14, 1995.
18. Agreement in regard to water services and covenants as set out therein between Dantract and Shelby County, as set out in Real Book 235 page 574, as amended by Inst. # 1992-20786 and Inst. # 1993-20840 in the Probate Office.
19. Declaration of Restrictions and Easement Agreement as set out in Inst. # 1998-39832 in the Probate Office.
20. No existing right of access to and from the Property.
21. The following matters as shown on the survey by Rowland Jackins, dated August 6, 2003:
  - a) encroachment of gravel drive onto Southeasterly side and right of others to the use thereof
  - b) encroachment of fence into access easement and sanitary sewer easement of Southeasterly portion
  - c) access easement for Lot 2C of Southeasterly portion
  - d) sanitary sewer easement on Southeasterly portion

The property being conveyed is sold "AS IS", "WHERE IS" AND "WITH ALL ITS FAULTS".

TO HAVE AND TO HOLD Unto the said GRANTEE, its successors and assigns forever.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this Deed.

IN WITNESS WHEREOF, the said GRANTOR has hereto set his signature and seal, this the 18<sup>th</sup> day of December, 2003.

CWD, L.L.C., an Alabama Limited Liability Company

By: Charles W. Daniel  
Charles W. Daniel

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Its: Member

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel as Manager of CWD, L.L.C., an Alabama limited liability company whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that being advised of the contents of this Affidavit, that he on this day executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 18<sup>th</sup> day of December, 2003.

[Notary Seal]

[Signature]  
Notary Public  
My Commission Expires: Dec 8, 06