


This Instrument Prepared By:
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Birmingham, Alabama 35226

Send Tax Notice To:
LEONARD SACHS
1468 S. CHERMAN DR.
IRVING, TX.
75080

STATUTORY JOINT TENANCY WARRANTY DEED

STATE OF ALABAMA)
JEFFERSON COUNTY)


20040216000078360 Pg 1/2 54.00
Shelby Cnty Judge of Probate, AL
02/16/2004 10:28:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Forty thousand and 00/100 Dollars (\$40,000.00), and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, Southland Development, LLC (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Leonard C. Sachs and Lynn D. Sachs (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Final Plat of Lakewood Acres, as recorded in Map Book 32, Page 122 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 2004 and thereafter; (2) Easements, restrictions, reservations and rights-of-way of record; (3) Mineral and mining rights not owned by the Grantor; (4) Covenants recorded in Instrument Number 20040128000047140, as recorded in the Office of the Judge of Probate, Shelby County, Alabama it being expressly understood that the property conveyed herein is subject to all requirements as set forth in said covenants; **(5) THE REQUIREMENTS SET FORTH IN THE ATTACHED EXHIBIT A.**

Grantor represents and warrants that the Articles of Organization and Operating Agreement of Grantor have not been modified or amended and that the undersigned signatory for Grantor has full power and authority to execute this conveyance.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives 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.

IN WITNESS WHEREOF, the undersigned, has hereunto set their hand and seal, this the 12th day of February, 2004.

Southland Development, LLC
By: 
Connor Farmer

Its: Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Connor Farmer as Member of Southland Development, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of February, 2004.


Notary Public

My Commission Expires: 3.1.05

EXHIBIT "A"

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures necessary to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water run-off and to comply with all city, county and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or situation in storm water run-off. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein:

Leand C. Sacks Lynn D. Sacks