

Send Tax Notice To:  
Old South Builders, Inc.

This instrument was prepared by:  
James W. Fuhrmeister  
ALLISON, MAY, ALVIS, FUHRMEISTER,  
KIMBROUGH & SHARP, L.L.C.  
P. O. Box 380275  
Birmingham, AL 35238

## WARRANTY DEED

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS,

922,800

THAT IN CONSIDERATION OF **Ten and 00/100 (\$10.00) Dollars** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Stan Parker Development, LLC, a limited liability company**, (herein referred to as Grantor) does grant, bargain, sell and convey unto **Old South Builders, Inc., a corporation**, (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

See Exhibit "A" for legal description.

Subject to:

1. As to all property conveyed herein, existing easements, restrictions, current taxes, set-back lines, rights of way, limitations, if any, of record; and, in addition,
2. As to Lot 13, that certain Easement recorded as Inst. 20040302000107530 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever.

And Grantor does for itself and for its successors and assigns covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors, assigns, heirs, executors, personal representatives and administrators shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, this 3<sup>rd</sup> day of March, 2004.

STAN PARKER DEVELOPMENT, LLC

By: Stan Parker

STAN PARKER  
Member

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stan Parker, whose name as Member of Stan Parker Development, LLC 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 and with full authority, he executed the same voluntarily on the date the same bears date as the act of said Stan Parker Development, LLC.

Given under my hand and official seal, this 3<sup>rd</sup> day of March, 2004.

James W. Fuhrmeister  
Notary Public

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jul 16, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Alliant Bank

## **EXHIBIT “A”**

Lots 4, 7, 9, 11, 13 and 14, according to the Survey of Chinaberry Subdivision, Phase 1, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama.

Lot 15, 16, 17, 18 and 20, according to the Survey of Chinaberry Subdivision, Phase 1, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama.

Lot 5, according to the Survey of Chinaberry Subdivision, Phase 1, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama.

Lot 8, according to the Survey of Chinaberry Subdivision, Phase 1, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama.

Lot 21, according to the Survey of Chinaberry Subdivision, Phase 1, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama.

Lot 22, according to the Survey of Chinaberry Subdivision, Phase 1, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama.

Lot 23, according to the Survey of Chinaberry Subdivision, Phase 1, Final Plat, as recorded in Map Book 32, Page 119, in the Probate Office of Shelby County, Alabama.

The parties provided the legal descriptions contained herein.  
Attorney makes no warranty or certification as to legal descriptions.

Prepared By:  
James W. Fuhrmeister  
ALLISON, MAY, ALVIS, FUHRMEISTER,  
KIMBROUGH & SHARP, L.L.C.  
P. O. Box 380275  
Birmingham, AL 35238

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## EASEMENT

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**STAN PARKER DEVELOPMENT, L.L.C.**, a limited liability company ("Grantor"), fee simple owner of Lot 13 according to the Survey of Chinaberry Subdivision, Phase I, as recorded in Map Book 32, Page 119 in the Probate Office in Shelby County, Alabama does hereby grant, bargain, sell and convey to **STAN PARKER DEVELOPMENT, L.L.C.**, a limited liability company, its licensees, successors, and assigns ("Grantee"), fee simple owner of Lot 12 according to the Survey of Chinaberry Subdivision, Phase I, as recorded in Map Book 32, Page 119 in the Probate Office in Shelby County, Alabama, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an easement for the erection and continued operation, maintenance, repair, alteration, inspection, and replacement of a fence of the Grantee ("Fence") together with the necessary attachments and incidental equipment thereto, over, on, and across the premises belonging to Grantor in the city of Alabaster, Shelby County, Alabama, at the location described in Exhibit "A" attached hereto ("Easement Area").

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto which are necessary for the use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's Fence.

Grantee, at its sole cost and expense, shall maintain the Fence in good order and repair.

Grantee herewith agrees to and does indemnify, defend and save harmless Grantor from any and all liability, damage, expense, cause of action, suits, claims, judgments and cost of defense (including without limitation reasonable attorneys' fees) arising from injury to person or property in and on, or connected with the use of, the Fence which arise out of any intentional misconduct or negligent act or omission of Grantee or its invitees.

The provisions of this easement shall run with the land and bind the parties and



their respective successors and assigns including, without limitation, any purchaser at foreclosure of any mortgage encumbering Grantor's property or any grantee of any deed given in lieu of foreclosure.

This Easement shall be construed and enforced in accordance with the laws of the State of Alabama.

Executed and delivered this 2<sup>nd</sup> day of March, 2004.

WITNESS the following signatures and seals:

**GRANTOR:**

STAN PARKER DEVELOPMENT, L.L.C., a  
limited liability company

By: Stan Parker  
STAN PARKER, Member

**GRANTEE:**

STAN PARKER DEVELOPMENT, L.L.C., a  
limited liability company

By: Stan Parker  
STAN PARKER, Member

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stan Parker, whose name as Member of Stan Parker Development, L.L.C., a 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 Member 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 the 2<sup>nd</sup> day of March, 2004.

Melba Wom  
Notary Public  
My commission expires: 2-2-05

# EXHIBIT "A"

20040302000107530 Pg 3/3 17.50  
Shelby Cnty Judge of Probate, AL  
03/02/2004 13:33:00 FILED/CERTIFIED

STATE OF ALABAMA  
SHELBY COUNTY

20040308000116610 Pg 5/5 24.00  
Shelby Cnty Judge of Probate, AL  
03/08/2004 09:32:00 FILED/CERTIFIED

**LEGAL DESCRIPTION FOR A PORTION OF LOT 13 OF CHINABERRY  
SUBDIVISION PHASE I FINAL PLAT AS RECORDED BY**

**PLAT BOOK 20040202000052480, PAGE 1 OF 1 MB 527119  
IN THE OFFICE OF THE JUDGE OF PROBATE  
SHELBY COUNTY, ALABAMA**

A PARCEL OF LAND LOCATED IN THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE NORTH 64 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF WOODLAND HILLS 1<sup>st</sup> PHASE, 5<sup>th</sup> SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 152 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, A DISTANCE OF 1270.77 FEET TO A FOUND IRON PIN; THENCE WITH A DEFLECTION ANGLE TO THE LEFT OF 102 DEGREES 32 MINUTES 27 SECONDS AND GO IN A SOUTHWESTERLY DIRECTION 12.89 FEET TO A FOUND IRON PIN; THENCE WITH A DEFLECTION ANGLE OF 73 DEGREES 44 MINUTES 29 SECONDS AND GO IN A NORTHWESTERLY DIRECTION 1428.55 FEET TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF LOT 13, CHINABERRY SUBDIVISION PHASE I FINAL PLAT AS RECORDED BY PLAT BOOK 20040202000052480, PAGE 1 OF 1 IN THE SHELBY COUNTY JUDGE OF PROBATE OFFICE, ALABAMA; THENCE WITH A DEFLECTION ANGLE OF 63 DEGREES 26 MINUTES 55 SECONDS TO THE RIGHT AND GO IN A NORTHWESTERLY DIRECTION ALONG THE WESTERLY BOUNDARY OF SAID LOT 13 20.69 FEET; THENCE WITH A DEFLECTION ANGLE OF 116 DEGREES 17 MINUTES 51 SECONDS AND GO IN A SOUTHEASTERLY DIRECTION 5.32 FEET; THENCE WITH A DEFLECTION ANGLE TO THE LEFT OF 111 DEGREES 51 MINUTES 06 SECONDS AND GO IN A NORTHWESTERLY DIRECTION A DISTANCE OF 108.08 FEET; THENCE WITH A DEFLECTION ANGLE TO THE LEFT OF 80 DEGREES 26 MINUTES 31 SECONDS AND GO IN A SOUTHWESTERLY DIRECTION 13.55 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 13; THENCE WITH A DEFLECTION ANGLE TO THE LEFT OF 104 DEGREES 00 MINUTES 15 SECONDS AND GO IN A SOUTHEASTERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID LOT 13 108.67 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.02 ACRES.