This Instrument was prepared by:
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205.871-9905

Please send tax notice to: The City of Alabaster

20051024000550890 1/2 $15.00
Shelby Cnty Judge of Probate, AL
10/24/2005 10:37:30AM FILED/CERT

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of one hundred and no/100, dollars ($100.00),

to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is acknowledged,

Lacey's Grove, LLC

(herein referred to as grantor), does grant, bargain, sell and convey unto

The City of Alabaster

(herein referred to as grantee), the following described real estate, situated in Shelby County, Alabama, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

Subject to:
(1.)Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto. (2.)Transmission line permit to Alabama Power Company as recorded in Deed Book 102, Page 266; Deed Book 102, page 264 and Deed Book 102, page 265. (3.)Easement(s)/Right(s) of Way granted Shelby County as recorded in Deed Book 154, Page 501 and Deed Book 154, Page 499. (4.)Riparian and other rights created by the fact that subject property lies adjacent to or is bounded by a creek. (5.)Easement(s)/Right(s) of Way granted Alabama Power Company as recorded under Instrument Number 20050801000385500 and Instrument Number 20050803000393820. (6.)All easements, current taxes, restrictions, limitations, conditions, reservations, agreements, rights-of-way, building setback lines and any other matters of record. (7.)Grantee does hereby covenant and agree as evidenced by acceptance of this deed, to construct a fire station upon the above described real estate. Grantee, does further agree and covenant, that Grantor, its successors and assigns shall have the sole and absolute discretion to approve or disapprove the architectural design and concept prior to commencement of construction, and Grantee shall construct said edifice upon the real estate in accordance with the approved design and concept by a separate written agreement by and between Grantor and Grantee. (8.)In the event Grantee does not construct a fire station upon the real estate conveyed herein within the time period of thirty-five years, from the date hereof, said title to the real estate shall revert to the Grantor, its successors and or assigns. In so far as Grantee shall construct a fire station upon the real estate, then this condition precedent shall be removed and title shall thereafter be unencumbered and fully vested in Grantee.

Grantee, by acceptance of this deed, acknowledges, covenants, and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor its officers, agents, employees, members, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property as to Grantee, or any owner, occupant, or other person who enters upon any portion of the property, as a result of any past, present, or future soil, surface, and/or subsurface conditions, known or unknown (including, without limitation, radon, sinkholes, underground mines, tunnels, and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

TO HAVE AND TO HOLD to said grantee, his/her/their heirs and assigns forever.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed.

IN WITNESS WHEREOF, the said Lacey's Grove, LLC, an Alabama Limited Liability Company, by P.K. Smartt, its, Sole Member who is authorized to execute this conveyance, has hereto set its signature and seal, this the 12th day of October, 2005.

Lacey's Grove, LLC, an Alabama Limited Liability Company

By: P.K. Smartt (SEAL)
By: P.K. Smartt
Its: Sole Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

Acknowledgment

I, Jennifer Nichole Pilgreen the undersigned, a Notary Public in and for said County, in said State, hereby certify that P.K. Smartt, whose name as Sole Member of Lacey's Grove, LLC a Alabama Limited Liability Company, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, P.K. Smartt as such officer and with full authority executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this the 12th day of October, 2005.

Jennifer Nichole Pilgreen
Notary Public

My Commission Expires: 4/01/09

EXHIBIT A

LEGAL DESCRIPTION

20051024000550890 2/2 $15.00
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Description
Lacey's Grove Residential Subdivision – Lot 58B

State of Alabama
Shelby County

A Parcel of land situated in Section 9, Township 21 South, Range 3 West, Huntsville Principle Meridian, Shelby County, Alabama, and being more particularly described as follows; Begin at the Southwest corner of the Southwest quarter of the Northwest quarter of said section; Thence S89°15'28"E along and with the South line of said quarter quarter section 985.08' to a capped rebar set by Paragon Engineering on the Right of Way of Shelby County Road number 63; thence N02°03'33"E 79.63' along and with said Right of Way to a point, said point being the Point of Beginning; thence continue along and with said course 320.68' to a capped rebar set by Paragon Engineering; thence N89°29'30"W 199.57' to a point; thence S00°30'30"W 315.39' to a point; thence S87°56'27" 190.96' back to the Point of beginning, containing 1.43 Acres more or less.