

This instrument prepared by
William Cunningham, Jr.
2233 2nd Avenue North
Birmingham, Alabama 35203


20080529000218310 1/5 \$273.00
Shelby Cnty Judge of Probate, AL
05/29/2008 03:33:15PM FILED/CERT

Send Notice to:

After Recording Return To:
Ashley Kirby
Fidelity National Title Insurance Company
200 Galleria Parkway, SE, Suite 2060
Atlanta, GA 30339

STATE OF ALABAMA)
 :
SHELBY COUNTY)

\$250,000.00

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, paid in hand to Riverwoods Properties, LLC, an Alabama limited liability company f/k/a River Oaks Properties, LLC (herein called the "Grantor"), by Primrose School Franchising Company, a Georgia corporation (herein called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantor does, by these presents, grant, bargain, sell and convey unto the Grantee the following described real property, together with all improvements thereon, situated in Shelby County, Alabama, to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

SUBJECT TO THOSE MATTERS SET FORTH ON EXHIBIT B ATTACHED HERETO

And the Grantor does for itself, its successors assigns, covenant with the Grantee, its successors and assigns, (i) that the above-described real property is free and clear from all encumbrances whatsoever created by, from, through or under the Grantor, and (ii) that the Grantor will forever warrant and defend the same, with the appurtenances thereunto belonging, unto the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, except as hereinabove stated.

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

IN WITNESS WHEREOF, Riverwoods Properties, LLC has caused this conveyance to be signed in its corporate name by its duly authorized officer, as of the 20th day of May, 2008.

GRANTOR

Riverwoods Properties, LLC
f/k/a River Oaks Properties, LLC

By: _____

Its: _____

STATE OF ALABAMA)

:

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kendall Zettler, as managing member of Riverwoods Properties, LLC, an Alabama limited liability company f/k/a River Oaks Properties, 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 the said instrument, he/she executed the same voluntarily and with full authority, on behalf of said corporation.

GIVEN under my hand and seal, this 20th day of May, 2008.

[NOTARIAL SEAL]

Notary Public _____

My commission expires 8/18/08

Shelby County, AL 05/29/2008
State of Alabama

Deed Tax: \$250.00

EXHIBIT A
Legal Description

Lot 2, according to the Survey of Riverwoods Commercial, as recorded in Map Book 38, Page 131 in the Probate Office of Shelby County, Alabama.

Condition and Stipulation:

The property conveyed herein shall be used by the grantee or it's successors and assigns as a child care facility or school. The grantor shall not convey any other property within Riverwoods Commercial Village, described as Lots 4 through 10 inclusive (excluding Lots 1 and 3 as shown in Map Book 38, Page 131 and Map Book 39, Page 107) on the Final Plat of Riverwoods Commercial – Phase II recorded in Map Book 39, Page 107, Shelby County, Alabama records, for use or development as a child care facility or school (excluding such similar uses as Child Tutoring, Sylvan Learning Center, Kumon, Math Monkey and other educational tutoring centers). No property within the Riverwoods Commercial Village (excluding Lots 1 and 3 as shown in Map Book 38, Page 131 and Map Book 39, Page 107) shall be developed for, or used as, a child care facility or preschool (excluding such uses as Child Tutoring, Sylvan Learning Center, Kumon, Math Monkey and other educational tutoring centers). Grantor agrees to restrict future use in the development or sale of any other property within the Riverwoods Commercial Village described as Lots 4 through 10 inclusive (excluding Lots 1 and 3 as shown in Map Book 38, Page 131 and Map Book 39, Page 107) on the Final Plat of Riverwoods Commercial – Phase II recorded in Map Book 39, Page 107, Shelby County, Alabama records, to any use other than as a child care facility or school (excluding such uses as Child Tutoring, Sylvan Learning Center, Kumon, Math Monkey and other educational tutoring centers). In the event the grantee it's successors or assigns have not used and occupied Lot 2 subject property, as a child care facility or school, for a period of sixty (60) continuous days, then in such event, this condition and stipulation shall be considered null and void and with no force or effect without any further actions on the part of Grantor, it's successors and assigns and/or the Grantee it's successors and assigns, as to this property Lot 2.

EXHIBIT B
Encumbrances

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
4. General and special taxes or assessments for 2008 and subsequent years not yet due and payable.
5. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
6. Notes as shown on recorded map.
7. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in and as referenced in deeds recorded in Real 112, Page 876; Instrument 2000-31940; and corrected in Instrument #2000-36466 and Instrument #2000-31941.
8. Articles of Incorporation for Riverwoods Association, Inc. as recorded in Instrument #2002-35616 with By-Laws as recorded in Instrument #2002-35617.
9. Memorandum of Oil and Gas Lease between Total Minatone Corporation and Cabot Oil and Gas Corporation, dated August 8, 1991, as recorded in Real 370, Page 923.
10. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including those set out in Real 112, Page 876 as corrected in Real 328, Page 1 and as set forth in that certain Deferred Interest Agreement of record in Real 247 Page 599 as amended in Real 247 Page 636 as affected by the Quit Claim Deed from CSX Transportation, Inc. to River Oaks Properties, LLC as recorded in Instrument #2000-31941.
11. Terms, provisions and conditions as recorded in Instrument #2000-31941.
12. Unrecorded Lease dated December 1, 1992, by and between Western Pocahontas Properties Limited Partnership and Daniel Johns, as referenced in the deed recorded in Instrument #2000-31940, as corrected in Instrument #2000-36466, as assigned by Assignment of Lease by Western Pocahontas Properties Limited Partnership to River Oaks Properties, LLC to be recorded in the Probate Office.

13. Restrictions, Conditions and Limitations appearing of record in Instrument 20070917000435160.
14. Rights of way to Southern Natural Gas as recorded in Deed Book 213, Page 882 and Supplement recorded in Instrument 2001-54741.
15. Relocation of CP Ground Bed Agreement as recorded in Instrument 200508088000404150.
16. Matters appearing on the survey of Jon P. Strength dated March 12th, 2008 which affect subject property and are set forth in abovementioned survey.
17. Subject to any assessments, annual association fees or dues which may become payable.


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