

1208-16824

20080730000307480 1/3 \$237.00
Shelby Cnty Judge of Probate, AL
07/30/2008 03:49:46PM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
Five Riverchase Ridge
Birmingham, Alabama 35244

ED GRAY, LLC

2069 Old Montgomery Hwy
Bham AL
35244

STATE OF ALABAMA
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **TWO HUNDRED TWENTY THOUSAND DOLLARS 00/100 (\$220,000.00)** to the undersigned grantor, **RIVERWOODS PROPERTIES, LLC**, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto **ED GRAY, LLC**, (herein referred to as GRANTEES, the following described real estate, situated in **Shelby County, Alabama**, to-wit:

LOT 3, ACCORDING TO THE FINAL PLAT OF RIVERWOODS COMMERCIAL-PHASE II, AS RECORDED IN MAP BOOK 39, PAGE 107, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. **TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2007 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2008.**
2. **DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE ACQUIRED FOR VALUE OF RECORD THE ESTATES OR INTEREST OR MORTGAGE.**
3. **RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.**
4. **EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.**
5. **ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.**
6. **ANY PRIOR RESERVATION OR CONVEYANCE, TOGETHER WITH RELEASE OF DAMAGES, OF MINERALS OF EVERY KIND AND CHARACTER, INCLUDING, BUT NOT LIMITED TO OIL, GAS, SAND, LIMESTONE, AND GRAVEL IN, ON AND UNDER THE SUBJECT PROPERTY.**
7. **STORM SEWER EASEMENT OVER THE NORTHERLY SIDE OF SUBJECT PROPERTY AS SHOWN BY RECORD PLAT RECORDED IN MAP BOOK 39, PAGE 007.**
8. **RIVERWOODS COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN 2006102500526430.**
9. **AMENDED AND RESTATED RIVERWOODS COVENANTS, CONDITIONS**

Shelby County, AL 07/30/2008
State of Alabama

Deed Tax: \$220.00

AND RESTRICTIONS RECORDED IN 20070917000435160.

- 10. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RIGHTS AS SET OUT IN REAL 112, PAGE 876 AND CORRECTED IN REAL 328, PAGE 1, AND AS SET FORTH IN THAT CERTAIN DEFERRED INTEREST AGREEMENT OF RECORD IN REAL BOOK 247, PAGE 599 AND AMENDED IN REAL BOOK 247, PAGE 636, AS AFFECTED BY THE QUIT CLAIM DEED FROM CSX TRANSPORTATION, INC. TO RIVER OAKS PROPERTIES, LLC AS RECORDED IN INST. NO. 2000-31941.**
- 11. RELEASE OF DAMAGES, RESTRICTIONS, MODIFICATIONS, COVENANTS, CONDITIONS, RIGHTS, PRIVILEGES, IMMUNITIES AND LIMITATIONS, AS APPLICABLE AS SET FORTH IN DEED RECORDED IN REAL BOOK 112, PAGE 876 AND CORRECTED IN REAL 309, PAGE 1; INSTRUMENT 2000-31940; AND CORRECTED IN INSTRUMENT 2000-36466 AND INSTRUMENT 2000-31941.**
- 12. MEMORANDUM OF OIL AND GAS LEASE BETWEEN TOTAL MINSTONE CORPORATION AND CABOT OIL AND GAS CORPORATION DATED AUGUST 8, 1991 IN REAL 370, PAGE 923.**
- 13. EASEMENT DISTRIBUTION FACILITIES IN FAVOR OF ALABAMA POWER COMPANY RECORDED IN INST. NO. 2007111400521980 AND 20071114000522010.**
- 14. UNRECORDED LEASE AGREEMENT DATED 12-1-92 BETWEEN WESTERN POCAHONTAS PROPERTIES AND DANIEL JOHNS AND ASSIGNED TO RIVER OAKS PROPERTIES LLC AS REFERRED TO IN 2000-36466.**
- 15. ARTICLES OF INCORPORATION OF RIVERWOODS ASSOCIATION INC. AS RECORDED IN INSTRUMENT 2002-35616 WITH BY-LAWS AS RECORDED IN INST. NO. 2002-35617.**
- 16. RIGHT OF WAY TO SOUTHERN NATURAL GAS AS RECORDED IN DEED BOOK 213, PAGE 882 AND SUPPLEMENT RECORDED IN INST. NO. 2001-54741.**
- 17. RESTRICTIONS AS SET FORTH IN DEED TO PRIMROSE SCHOOL FRANCHISING COMPANY RECORDED IN 20080529000218310.**
- 18. ANY LIEN FOR SERVICES, LABOR OR MATERIAL IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS.**

\$.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said real estate in its existing condition, including any existing physical and environmental conditions, and to release Grantor from any and all

liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of said real estate.

TO HAVE AND TO HOLD unto the said GRANTEES, their heirs and assigns forever.
IN WITNESS WHEREOF, the said **KENDALL ZETTLER** as **VP OF PZ, INC**
MANAGING MEMBER of **RIVERWOODS PROPERTIES, LLC** , has hereunto subscribed
his/her/their name on this the 19th day of June, 2008.

RIVERWOODS PROPERTIES, LLC

KENDALL ZETTLER
VP OF PZ, INC MANAGING MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENDALL ZETTLER**, whose name as **VP OF PZ, INC MANAGING MEMBER** of **RIVERWOODS PROPERTIES, 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, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 19th day of June, 2008.



Notary Public

My commission expires: 7/14/10

