  
20090406000123710 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
04/06/2009 09:58:55AM FILED/CERT

Send Tax Notice To:  
FLAGSTONE CONSTRUCTION, LLC  
1776 Independence Court  
Suite 203  
Birmingham, Alabama 35216

*This instrument was prepared by:*  
Laurie Boston Sharp,  
ATTORNEY AT LAW, LLC  
P. O. Box 567  
Birmingham, AL 35007

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**Statutory Warranty Deed**

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**STATE OF ALABAMA     )**

**KNOW ALL MEN BY THESE PRESENTS,**

**COUNTY OF SHELBY     )**

THAT IN CONSIDERATION OF Two Hundred Eighty Thousand Five Hundred and No/100 Dollars (\$280,500.00) paid to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **WESTOVER DEVELOPMENT, LLC**, an Alabama limited liability company (herein referred to as Grantor), does grant, bargain, sell and convey unto **FLAGSTONE CONSTRUCTION, LLC**, an Alabama limited liability company (herein referred to as Grantee), the following described real estate (herein referred to as the Property), situated in the State of Alabama, County of Shelby, to-wit:

LOTS 21, 49, 50, 82, 91, 96, 97, 100 and 129 of the Villages of Westover according to Map Book 39, Pages 9A & 9B, as recorded in the Probate Office of Shelby County, Alabama.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF WESTOVER DEVELOPMENT, LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

ALL OF THE ABOVE PROCEEDS WERE PAID PURSUANT TO A MORTGAGE LOAN CLOSED SIMULTANEOUSLY HERewith.

**The above Property is conveyed subject to:**

1. the lien of ad valorem and similar taxes for 2009 and subsequent years;
2. Matters such as, but not limited to, easements, building setback lines, right of ways, and limitations as to use as shown on the Record Map of the Villages at Westover, as recorded in Map Book 39, Pages 9A & 9B, in the Office of the Judge of Probate of Shelby County, Alabama;

3. All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants for the Villages at Westover, A Residential Subdivision, as recorded in the Probate Office of Shelby County, Alabama;
4. Right of Way granted to Alabama Power Company as set out in Instrument # 20070517000229750;
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights; and
6. Any and all matters of record.

Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Grantee accepts the Property in its present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures, now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future, soil and/or subsurface conditions, known or unknown, (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the members, agents and employees of Grantor; and (ii) any successors and assigns of Grantor. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

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

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.



IN WITNESS WHEREOF, the undersigned said Grantor, has executed this conveyance on this the \_\_\_\_\_ day of March, 2009.

**WESTOVER DEVELOPMENT, LLC,**  
an Alabama limited liability company

  
By: Lynal Chappell

Its: Member

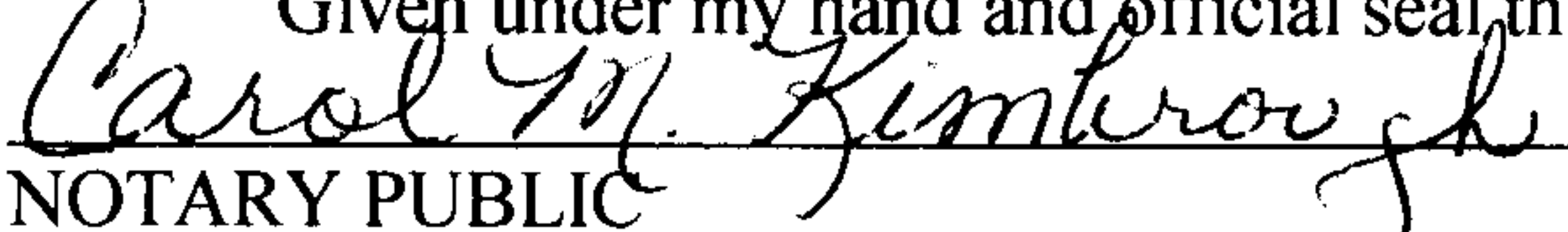
  
By: John B. Davis, Jr.

Its: Member

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that LYNALL CHAPPELL and JOHN B. DAVIS, whose names as Members of WESTOVER DEVELOPMENT, LLC, an Alabama limited liability company, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, in their capacity as such Members and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of March, 2009.

  
NOTARY PUBLIC

My commission expires: 2-2-2013

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF INCORPORATION AND OPERATING AGREEMENT OF FLAGSTONE CONSTRUCTION, LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions and waivers contained hereinabove and Grantee, its successors and assigns, hereby agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions and waivers.

FLAGSTONE CONSTRUCTION, LLC.

By: 


John B. Davis, Jr.

Its: Member

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOHN B. DAVIS, JR., whose name as Member of FLAGSTONE CONSTRUCTION, LLC. an Alabama 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, in his capacity as such member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of March, 2009.

  
NOTARY PUBLIC

My commission expires: 2-2-2013