

R09-17295

20090603000209880 1/3 \$67.00
Shelby Cnty Judge of Probate, AL
06/03/2009 08:33:23 AM 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

RIVERWOODS PROPERTIES, LLC
100-B BROOK DRIVE
HELENA, AL 35080

Shelby County, AL 06/03/2009

State of Alabama

Deed Tax : \$50.00

STATE OF ALABAMA
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** to the undersigned grantor, **AUTHENTIC BUILDING COMPANY, 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 **RIVERWOODS PROPERTIES, LLC**, (herein referred to as **GRANTEES**, the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Lot 757, according to the Final Plat of Riverwoods, Seventh Sector, Phase II, as recorded in Map Book 36, Page 102, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. **TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2008 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2009.**
2. **BUILDING SETBACK LINE AS SHOWN BY PLAT MAP 36, PAGE 102.**
3. **EASEMENTS AS SHOWN BY RECORDED PLAT MAP 36, PAGE 102.**
4. **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 BY 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.**
5. **LESS AND EXCEPT ANY PORTION OBTAINED BY OR CONVEYED TO ALABAMA POWER COMPANY BY AND THROUGH CONDEMNATION PROCEEDINGS FILED IN CASE NO. 27-254 AND CASE NO. 28-57.**
6. **UNRECORDED SEWER SERVICE AGREEMENT BY AND BETWEEN WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP, CITY OF HELENA, ALABAMA, AND THE UTILITIES BOARD OF THE CITY OF HELENA DATED NOVEMBER 22, 1999, AS ASSIGNED TO RIVER OAKS PROPERTIES, LLC BY THE UNRECORDED ASSIGNMENT OF SEWER SERVICE AGREEMENT.**
7. **RESTRICTIVE CONVENANTS AND GRANT OF LAND EASEMENT IN FAVOR OF ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT(S) RECORDED IN INST. NO. 20050801000383330.**
8. **RELEASE(S) OF DAMAGES AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. NO. 2000-31940, INST. NO. 2000-36466 AND INST.**

- NO. 20060619000290810.**
- 9. RIGHT(S) OF WAY(S) GRANTED TO SOUTHERN NATURAL GAS BY INSTRUMENT(S) RECORDED IN INST. NO. 2001-54741.**
 - 10. EASEMENT(S) TO BELLSOUTH AS SHOWN BY INSTRUMENT RECORDED IN INST. NO. 20051012000530710.**
 - 11. MEMORANDUM OF OIL AND GAS LEASE BETWEEN TOTAL MINATONE CORPORATION AND CABOT OIL AND GAS CORPORATION DATED AUGUST 8, 1991 IN REAL 370, PAGE 923.**
 - 12. TERMS AND CONDITIONS OF UNRECORDED LEASE DATED 12/01/92 BY AND BETWEEN WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP AND DANIEL JOHNS AS ASSIGNED BY UNRECORDED ASSIGNMENT OF LEASE BY WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP TO RIVER OAKS PROPERTIES, LLC.**
 - 13. EASEMENT(S) TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT RECORDED IN INST. NO. 20040102000000380 AND INST. NO. 20040102000000390.**
 - 14. LESS AND EXCEPT ANY PORTION OF SUBJECT LAND LYING WITHIN ANY RAILROAD RIGHT OF WAY.**
 - 15. RIGHTS OF OTHERS TO USE OF CREEK.**
 - 16. RESTRICTIONS, LIMITATIONS, CONDITIONS AND OTHER PROVISIONS AS SET OUT IN MAP BOOK 36, PAGE 102.**
 - 17. RELEASE OF DAMAGES, RESTRICTIONS, MODIFICATIONS, COVENANTS, CONDITIONS, RIGHTS, PRIVILEGES, IMMUNITIES AND LIMITATIONS, AS APPLICABLE, AS SET OUT IN AND AS REFERENCED IN DEED(S) RECORDED IN INST. NO. 20070525000245750.**
 - 18. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. NO. 2002-7338 AND BY-LAWS RECORDED IN INST. NO. 20020731000356170, INST. NO. 20061025000526430 AND INST. NO. 20070917000435160.**

\$0.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

This instrument is executed as required by the Articles of Organization and Operating Agreement and that same have not been modified or amended.

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 **BRETT G. WINFORD** as **MEMBER** of **AUTHENTIC BUILDING COMPANY, LLC**, has hereunto subscribed his/her/their name on this the 27th day May of 2009.

AUTHENTIC BUILDING COMPANY, LLC



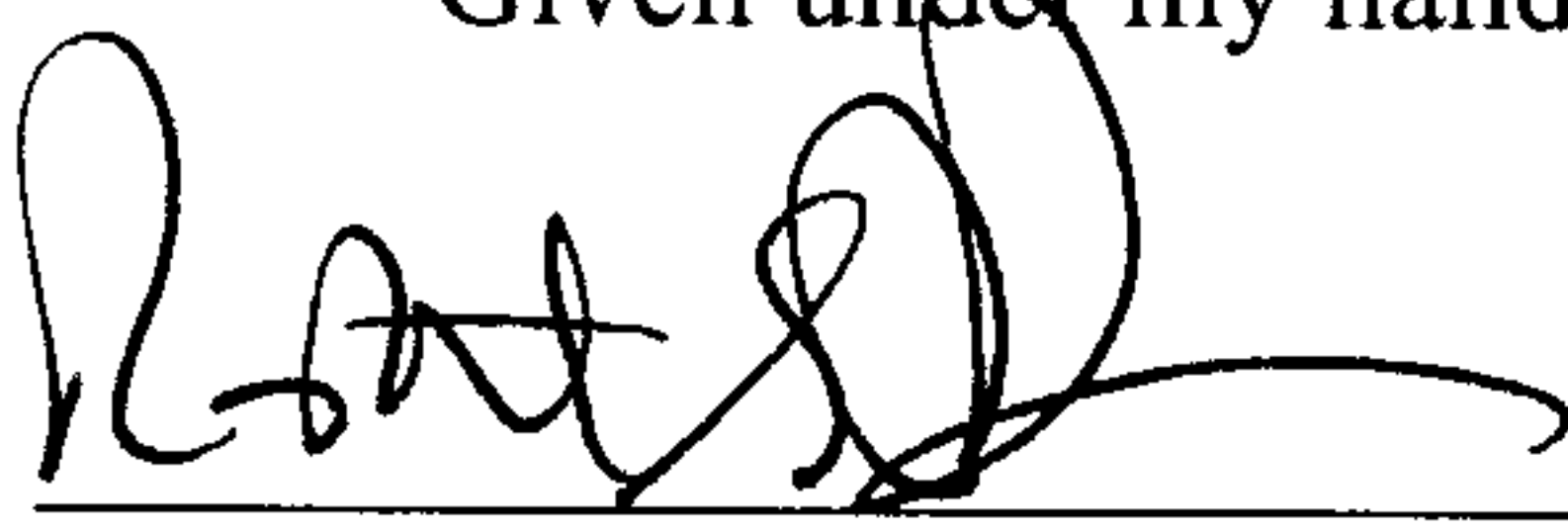
BRETT G. WINFORD, MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **BRETT G. WINFORD**, whose name as **MEMBER** of **AUTHENTIC BUILDING COMPANY, 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 27th day May of 2009.



Notary Public
My commission expires: 7/16/10

