

Send tax notice to:
Thornton New Home Sales, Inc.
3570 Grandview Parkway, suite 100
Birmingham, Alabama 35243

20090604000212500 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
06/04/2009 09:59:17 AM FILED/CERT

- (1) The lien of Ad valorem taxes for the year 2008 are a lien but neither due nor payable until October 1, 2008;
- (2) Municipal improvements, assessments and fire district dues against subject property, if any;
- (3) Building setback lines and easements as shown on recorded plat recorded in Map Book 33 page 45;
- (4) Transmission Line Permits to Alabama Power Company as recorded in Deed Book 127, page 317;
- (5) Easement(s) to Alabama Power Company as recorded in Instrument # 20030612000368390 in the Probate Office of Shelby County, Alabama;
- (6) Title to all oil, gas minerals within and underlying the premises, together with all oil and 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 as recorded in Deed Book 69, page 177 in the Probate Office of Shelby County, Alabama;
- (7) Reciprocal Easement Agreement as recorded in Instrument # 20030429000262650 in said Probate Office;
- (8) Restrictions, limitations, conditions and other provisions as set out in Map Book 33 page 45 in said Probate Office.
- (9) Restrictive covenants as recorded in Instrument No. 20040511000248910, in said Probate Office.
- (10) Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20040910000504210 and Instrument No. 2004062900035550.

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, 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 or to Grantee or any owner, occupants 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 (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; provided, however, that this paragraph is inapplicable to soil, surface and/or subsurface conditions resulting from or arising out of development or construction activities.

IN WITNESS WHEREOF, Grantor **CHESSER DEVELOPMENT, LLC**, by its Manager, who are authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and Operating Agreement, which as of this date have not been modified or amended, has hereto set its signature and seal as of May 28, 2009.

By: Its Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Given under my hand and official seal, this the 28 day of May, 2009.

Carrie J. Worthington
Notary Public

My Commission Expires:

12-21-09