

THIS DEED WAS PREPARED WITH INFORMATION PROVIDED BY THE GRANTOR. NO TITLE SEARCH WAS REQUESTED AND NONE HAS BEEN DONE. PREPARER MAKES NO REPRESENTATIONS AS TO TITLE.

This instrument was prepared by: HARRY W. GAMBLE 105 Owens Parkway, Suite B Birmingham, Alabama 35244

Send tax notice to: City of Helena Post Office Box 262 Helena, AL 35080

STATE OF ALABAMA COUNTY OF SHELBY

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **RM PROPERTIES, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto the **City of Helena, Alabama**, an Alabama Municipal Corporation (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

See attached Exhibit "A"

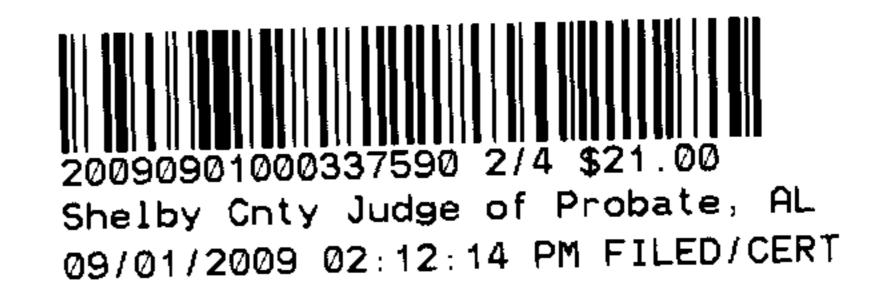
Subject to:

(1) Taxes or assessments for the year 2009 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record.

This conveyance is made with the express reservation and condition that Grantee, for itself and on behalf of its successors, assigns, contractors, permitees, licensees, transferees and lessees, hereby release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. By acceptance of this deed, Grantee acknowledges that it has made its own independent inspections and investigations of the subject property and is purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

The grantor covenants and agrees that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of RM Properties, LLC, which have not been modified or amended.

To Have And To Hold to the said grantee, its successors and assigns forever.



In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this day of ______, 2009.

RM PROPERTIES, LLC

By: Mw//w (SEAL)

Ronnie Morton
Its: Managing Member

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that RONNIE MORTON, whose name as MANAGING MEMBER of RM 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this day of ___

<u>Sust</u>, 2009.

(SEAL)

HARRY GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES FEB. 18, 2012

Notary Public

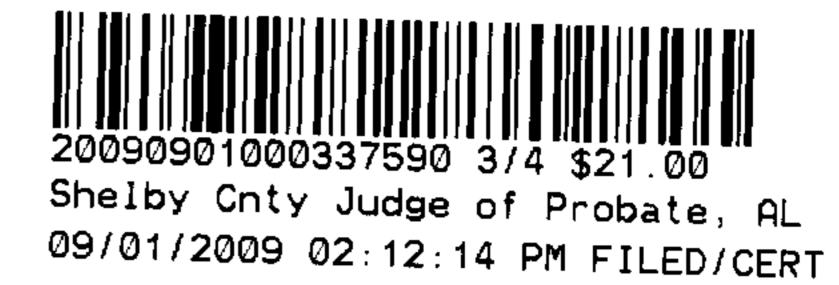


Exhibit "A"

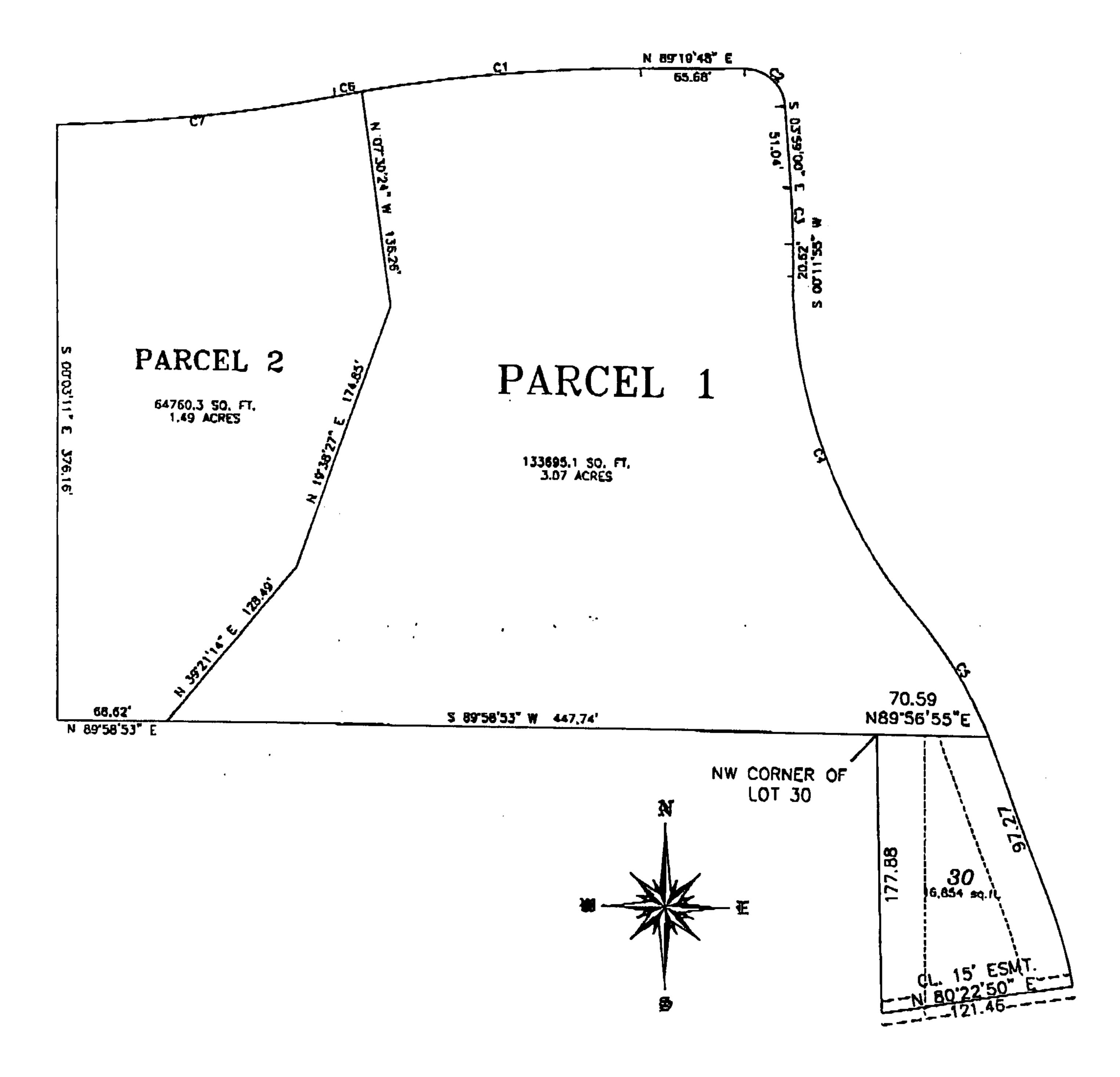
A Parcel of land being part of the Common Area at Twelve Oaks at Bridlewood, as recorded in Map Book 34, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of Lot 30 of Twelve Oaks Bridlewood as recorded in Map Book 34, Page 106, in the Office of the Judge of Probate, thence S89°58'53"W, a distance of 447.74'; thence N39°21'14"E, a distance of 128.49'; thence N19°38'27"E, a distance of 174.85', thence N07°30'24"W, a distance of 136.26' to a point on the Southerly R.O.W. line of Bridlewood Drive, 50' R.O.W., said point also being the beginning of the curve to the right, having a radius of 1,048.54, a central angle of 09°42'58", and subtended by a chord which bears N84°28'13"E, and a chord distance of 177.60'; thence along the arc of said curve and said R.O.W. line, a distance of 177.81'; thence N89°19'48"E and along said R.O.W. line, a distance of 65.68' to the beginning of a curve to the right, having a radius of 25.00, a central angle of 86°41'12", and subtended by a chord which bears S47°19'36"E, and a chord distance of 34.32"; thence along the arc of said curve and said R.O.W. line, a distance of 37.82 to a point on the Westerly R.O.W. line of English Oak Drive, 50' R.O.W.; thence S03°59'00"E and along said R.O.W. line, a distance of 51.04' to the beginning of a curve to the right, having a radius of 475.00, a central angle of 04°10'54", and subtended by a chord which bears S01°53'32'E, and a chord distance of 34.66'; thence along the arc of said curve and said R.O.W. line, a distance of 34.67'; thence S00°11'55"W and along said R.O.W. line, a distance of 20.62' to the beginning of a curve to the left, having a radius of 325.00, a central angle of 40°41'57", and subtended by a chord which bears S20°09'04"E, and a chord distance of 226.04"; thence along the arc of said curve and said R.O.W. line, a distance of 230.86' to the beginning of a reverse curve to the right, having a radius of 275.00, a central angle of 18°25'08", and subtended by a chord which bears S31°17'29"E, and a chord distance of 88.02'; thence along the arc of said curve and said R.O.W. line, a distance of 88.40; thence N69°59'39"W and leaving said R.O.W. line, a distance of 70.59' to the POINT OF BEGINNING.

Said Parcel containing 3.07 acres, more or less.



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