

20140324000081050 1/7 \$33.00
Shelby Cnty Judge of Probate, AL
03/24/2014 12:51:58 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
TITLE NOT EXAMINED OR REVIEWED

SEND TAX NOTICE TO:

Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

NSH CORP.
3545 Market Street
Hoover, Alabama 35226
Attn. Jonathan Belcher

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 28th day of February, 2014 by **RIVERWOODS PROPERTIES, LLC**, an Alabama limited liability company ("Grantor"), in favor of **NSH CORP.**, an Alabama corporation ("Grantee").

Article I Conveyance

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of (a) the sum of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) (the "Initial Purchase Price"), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and (b) the payment of the Additional Purchase Price, as hereinafter defined, which Grantee covenants and agrees to pay to Grantor as provided below, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (individually a "Lot" and collectively the "Lots") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference, **MINING AND MINERAL RIGHTS EXCEPTED**.

Grantor does hereby RESERVE AND EXCEPT from this conveyance, for Grantor and its successors and assigns, all Minerals and Mining Rights, as such terms are hereinafter defined, in, on, under or upon the Lots, subject, however, to the limitations and restrictions set forth below. As used herein, the term "Minerals" shall mean and refer to all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone, and all other minerals and non mineral substances in and under the Lots, including water associated with the production of coal bed methane gas situated in, on, under or upon that portion of the Lots. As used herein, the term "Mining Rights" shall mean and refer to the right to explore for, to drill for, to mine, to produce and to remove any Minerals from the Lots; provided, however, that the exercise of the Mining Rights reserved herein shall not be exercised by Grantor or any of its successors and assigns in a manner which would disturb the surface of the Lots or any buildings, improvements or structures located on the Lots with gas wells, roads, pipelines, pumping or collection facilities or any other above-ground facilities or improvements.

As used herein, the following terms shall have the meanings set forth below:

"Additional Purchase Price" means an amount equal to one percent (1%) of the Initial Purchase Price plus 17 ½% of same sale which exceeds \$400,000 to be paid to Grantee or any of its successors and assigns at the closing of the sale of a Completed Dwelling on each of the Lots to the First Purchaser. The Additional Purchase Price is payable at the closing of the sale of each Lot and the Completed Dwelling

✓ **The entire purchase price is being paid by a mortgage loan recorded simultaneously herewith.**

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thereon to the First Purchaser.

“Completed Dwelling” means a single-family residential home which has been constructed and completed on each Lot in accordance with the plans and specifications therefore approved by the ARC under the Declaration.

“First Purchaser” means any independent third party purchaser who is not related to or affiliated with Grantee who is purchasing each Lot and the Completed Dwelling thereon.

“Declaration” means the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 12, 2002, and recorded as Instrument No. 20070917000435160 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

“Total Purchase Price” means the total, gross amount payable by the First Purchaser to Grantee, or any of its successors and assigns, for a Completed Dwelling on each Lot including, without limitation, all upgrades, add-ons and extras.

In addition to the Initial Purchase Price paid contemporaneously herewith to Grantor, Grantee, for itself and its successors and assigns, covenants and agrees to pay to Grantor the Additional Purchase Price at the time of closing the sale by Grantee or any of its successors and assigns of each Lot and a Completed Dwelling thereon to the First Purchaser. Upon the payment in full of the Additional Purchase Price for each Lot (and the Completed Dwelling situated on each Lot), Grantor agrees to acknowledge receipt and payment in full of the Additional Purchase Price. All costs and expenses incurred by Grantor in enforcing the foregoing obligations, including reasonable attorneys’ fees and expenses, shall be payable by Grantee in addition to the payment of the Additional Purchase Price.

The Lots are conveyed subject to the following (collectively, the **“Permitted Exceptions”**):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.
2. All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, but without limitation the Declaration.
3. The Minerals and Mining Rights hereinabove reserved by Grantor.
4. Mining and mineral rights not owned by Grantor.
5. Government actions, including zoning ordinances and restrictions and building and use restrictions, including variances.
6. All matters which a current and accurate survey and a physical inspection of the Lots would reveal; and
7. All riparian rights, if any, including rights of federal or state government in all navigable waters on or abutting any of the Lots;
8. Any Dwelling, as defined in the Declaration, built on each Lot, shall contain no less than 1,900 square feet of Living Space, as defined in the Declaration (regardless of whether such Dwelling is a single-story or a multi-story home);

9. Subject to the provisions of Sections 6.04(a) and 6.05 of the Declaration, minimum building setback requirements for any Dwelling to be constructed, erected, placed or maintained on each Lot shall be as follows:

- (a) Front Setback: 25 feet;
- (b) Rear Setback: 25 feet; and
- (c) Side Setbacks: 7-1/2 feet.

10. All of the remaining terms and provisions of this Deed.

Article II

Acknowledgments of Grantee

Grantee, by acceptance of this deed, acknowledges covenants and agrees, for itself and its successors and assigns, that:

(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Lots as Grantee, in its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Lot and all other aspects of the Lots;

(b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lots including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Lots;

(c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Lots or any portion thereof, the suitability or fitness of the Lots for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Lots or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Lots;

(d) Grantee hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, members, managers and the officers, directors and shareholders of the manager of Grantee, and all Affiliates and mortgagees of Grantor and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Lots or any other real property surrounding, adjacent to or in close proximity with the Lots which may be owned by Grantor or any Affiliates thereof;

(e) The Lots are subject to all of the terms and provisions of the Declaration, the Architectural Standards, as defined in the Declaration, and any rules and regulations adopted from time to time by the Association, as fined in the Declaration (collectively, as the same may be amended from time to time, the "Riverwoods Documents"). Grantee acknowledges receipt of a

copy of the Riverwoods Documents and agrees to be bound by all of the terms and provisions of the Riverwoods Documents, a copy of which is available from the City.


(f) The Declaration permits Grantor, who is the Developer under the Declaration, to amend and make various changes and modifications to the Riverwoods Documents from time to time without the consent or approval of any Owners (which includes Grantee).

(g) As provided in the Declaration, each Owner (which includes Grantee) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments against each of the Lots, which Assessments are secured by a lien on each of the Lots and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration.

(h) Grantee shall be bound by and agrees to fully perform and observe all of the requirements set forth in the Architectural Standards, as defined in the Declaration, and all construction guidelines and standards adopted from time to time by the ARC, as defined in the Declaration, as part of the Architectural Standards.

(i) Grantee acknowledges and agrees that Grantor, as Developer under the Declaration, has retained the right to appoint and remove all members of the ARC at all times prior to the relinquishment of contract of the Association by Grantor, as provided in the Declaration.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.


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Pursuant to the provisions of Ala. Code § 40-22-1 (1976), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Address:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080

Grantee's Name and Address:

NSH CORP.
3545 Market Street
Hoover, Alabama 35226

Property Address: None; see Exhibit A

Date of Sale: February 28, 2014

Total Cash Consideration Paid:

\$65,000.00

The Purchase Price can be verified in the Sales Contract.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

RIVERWOODS PROPERTIES, LLC, an
Alabama limited liability company

By: P.Z., INC. an Alabama corporation, Its
Managing Member

By: 
Its: Vice President

STATE OF ALABAMA)

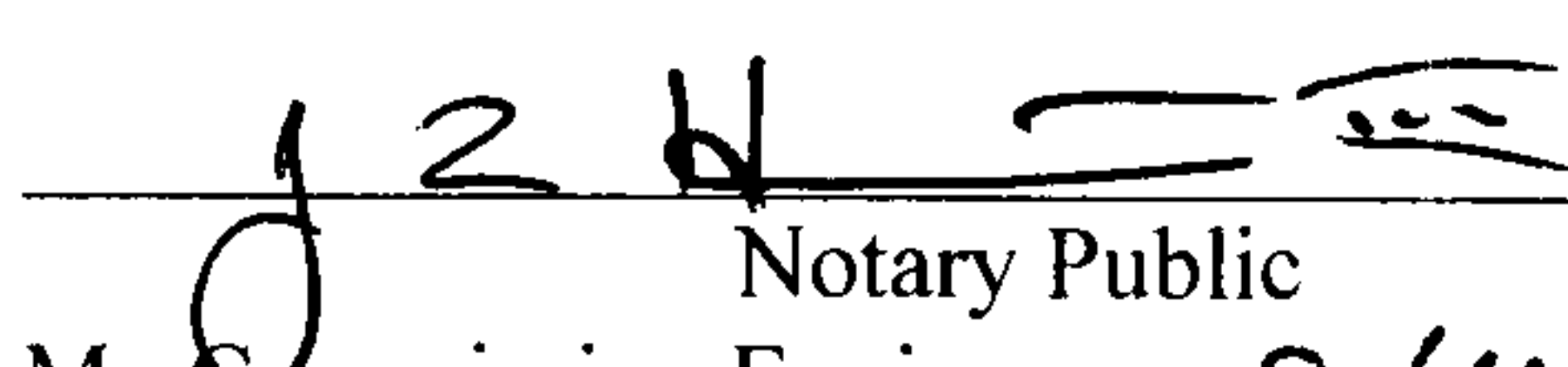
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Kendall Zettler whose name as Vice Pres of P.Z., Inc., an Alabama corporation, as Managing Member of RIVERWOODS PROPERTIES, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as Managing Member of the aforesaid limited liability company.

Given under my hand and official seal, this the 28th day of February, 2014.

[NOTARIAL SEAL]

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Notary Public

My Commission Expires: 8/4/17



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EXHIBIT A

Legal Description of Lots

Lots 832, according to the Final Plat of Riverwoods Eighth Sector, Phase I, as recorded in Map Book 43, Pages 28 A & B in the Office of the Judge of Probate of Shelby County, Alabama.



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Riverwoods Properties, LLC

Mailing Address 123 Riverwoods Pkwy
Helena, AL 35080

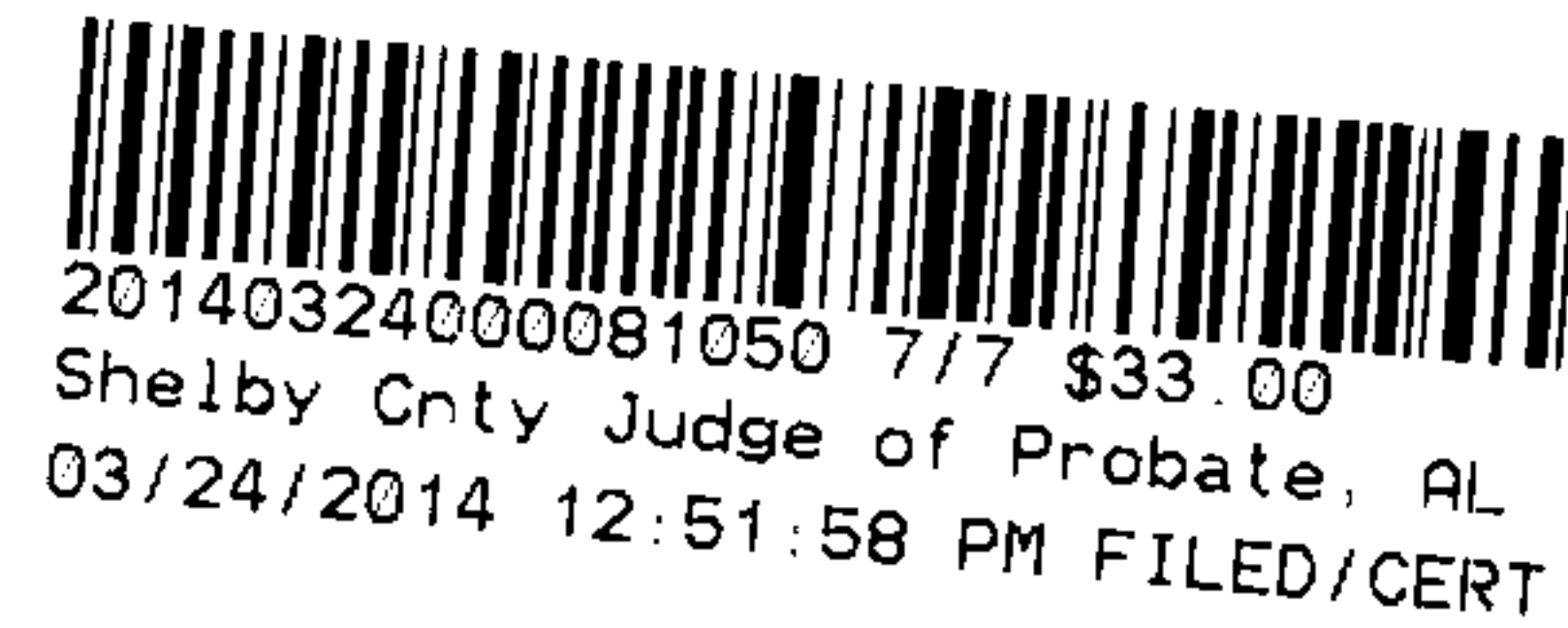
Grantee's Name NSH Corp.

Mailing Address 3545 Market Street
Hoover, AL 35226

Property Address 305 Lakewood Circle
Helena, AL 35080

Date of Sale February 28, 2014

Total Purchase Price \$65,000.00
or Actual Value \$
or Assessor's Market Value \$



The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

<input type="checkbox"/>	Bill of Sale	<input type="checkbox"/>	Appraisal
<input type="checkbox"/>	Sales Contract	<input type="checkbox"/>	Other
<input checked="" type="checkbox"/>	Closing Statement		

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total Purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 §40-22-1 (h).

Date February 28, 2014

Print: John L. Hartman, III

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one