

STATE OF ALABAMA)

COUNTY OF SHELBY)


20150619000206750 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
06/19/2015 01:46:53 PM FILED/CERT

RELEASE OF ALL CLAIMS AND LIENS

one upon receipt of

IN CONSIDERATION of the payment by FOUR FOUR LITTLE MOUNTAIN LLC of the sum of Nine
in collected funds JS

Thousand and No/100 Dollars (\$9,000.00) and other good and valuable consideration, ~~the receipt and~~

JS ~~sufficiency is hereby acknowledged~~, FERGUSON ENTERPRISES, INC., its personal representatives, agents, officers, attorneys, heirs, successors and assigns, (hereinafter collectively referred to as "Releasing Parties" or "Undersigned") **DO HEREBY FULLY AND FOREVER RELEASE, ACQUIT, AND DISCHARGE** FOUR FOUR LITTLE MOUNTAIN LLC, individually, jointly and severally, and its employees, officers, members, directors, attorneys, representatives, partners, agents, principals, servants, affiliates, subsidiaries, parent companies, heirs, predecessors, successors, assigns, and any and all other persons or entities who are or might be chargeable or liable, SNOW FIX IT, individually, jointly and severally, and its employees, officers, members, directors, attorneys, representatives, partners, agents, principals, servants, affiliates, subsidiaries, parent companies, heirs, predecessors, successors, assigns, and any and all other persons or entities who are or might be chargeable or liable and JIMMY SNOW (hereinafter collectively referred to as "Released Parties"), of and from all liens, claims, demands, damages, costs, expenses, actions, causes of action, suits, rights of action, or attorneys' fees, which the Undersigned, or any person or entity acting or claiming to act on behalf of the Undersigned, now has or might ever have, because of any liens, loss or expenses, injuries or damages, to person or property or both, known or unknown, and any liens, claims or causes of action in contract or tort or other culpable or actionable conduct including, but not limited to, any lien, claim or cause of action connected with, relating to, resulting or to result from the provision of any supplies or materials by the Releasing Parties to the property more particularly described on Exhibit "A" attached hereto and made a part hereof.



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In further consideration for the payment of such sum, the Releasing Parties do hereby fully and forever release and discharge the Released Parties from any and all past, present or future claims, demands, damages, loss of services, actions, causes of actions, benefits, rights, damages, subrogation, costs, expenses and compensation of any nature whatsoever whether based upon tort, contract or other theory of recovery or relief, and whether for compensatory or punitive damages which could have been brought by the Releasing Parties against the Released Parties.

It is understood and agreed that this release is a compromise of a claim or claims asserted by the Undersigned against the Released Parties, which said claim or claims are disputed by the Released Parties, and that the above payment to the Undersigned is not to be construed in any way as an admission of liability on the part of any Released Parties, its agents, principals, representatives, insurers, attorneys or any other person or entity acting or claiming to act on behalf of any Release Parties.

The Undersigned hereby declares and represents that the Undersigned relies wholly upon the Undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of the Undersigned's alleged damages and liability therefore and execution of this release of all claims is made without reliance upon any statement or representation of any party hereby released or its representatives.

It is specifically understood and agreed by the Undersigned that this settlement is **FULL, COMPLETE and FOREVER FINAL** as to all claims and liens asserted by the Undersigned against the Released Parties, and that this settlement **DISPOSES OF ALL CLAIMS AND LIENS**, known or unknown, of any nature, which the Undersigned has or could have asserted against the Released Parties. *as of the date of this release* JS

The Undersigned further declares and represents that no representation, promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.



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It is specifically understood and agreed that, in further consideration of the payment of such sum, that the Undersigned will execute and file in Shelby County Probate Court a Release and Satisfaction of Statement of Lien whereby it satisfies and releases its Verified Statement of Lien dated February 12, 2015 and recorded February 23, 2015, as Instrument Number 20150223000055470, Probate Records of Shelby County, Alabama.

The Undersigned acknowledges that this document has been read in full by the Undersigned, has been explained to the Undersigned by its attorney, and is fully understood and agreed to by the Undersigned. The Undersigned hereby expressly acknowledges that it has signed and executed this release freely and voluntarily on this the 27 day of April, 2015.

I STATE I HAVE CAREFULLY READ THE WITHIN AND FOREGOING "RELEASE OF ALL CLAIMS AND LIENS," KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND EXECUTE THE SAME AS MY OWN FREE ACT AND DEED ON BEHALF OF AND IN MY CAPACITY AS A District Credit Mgr OF FERGUSON ENTERPRISES, INC.

IN WITNESS WHEREOF, I hereunto set my hand and seal,

FERGUSON ENTERPRISES, INC.

By:

Its:

John S.
District Credit Manager

Before me, the undersigned, a Notary Public in and for the County of DeKalb, State of Georgia, personally appeared John Salter, who being duly sworn, doth depose and say that he/she has personal knowledge of the facts set forth in the foregoing Release of all Claims and Liens, and that the same are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me on this the 27 day of April, 2015, by said affiant.

[Signature]
Notary Public

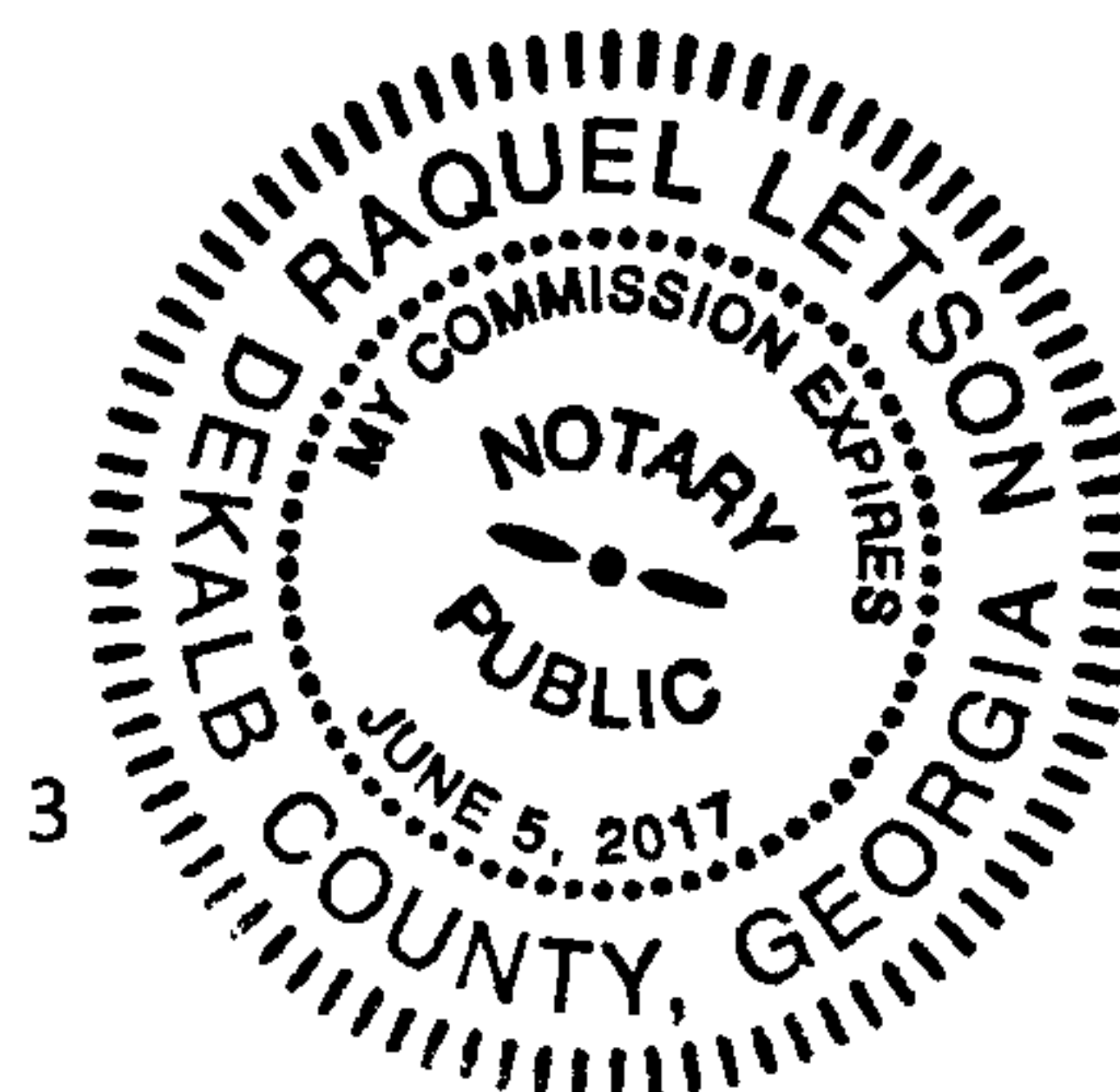


EXHIBIT "A"
LEGAL DESCRIPTION

Part of the Northwest quarter of the Northwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing open top iron pin, being the Southeast corner of the Northwest quarter of the Northwest quarter of Section 31, Township 19 South, Range 2 West, run in a Northerly direction along the East line of said quarter-quarter section for a distance of 207.59 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 86 degrees 42 minutes 13 seconds and run in a Northwesterly direction for a distance of 209.28 feet; thence turn an angle to the right of 92 degrees 20 minutes 15 seconds and run in a Northerly direction for a distance of 21.0 feet to an existing iron rebar; thence turn an angle to the left of 97 degrees 02 minutes 36 seconds and run in a Westerly direction for a distance of 231.61 feet; thence turn an angle to the left of 76 degrees 15 minutes 40 seconds and run in a Southwesterly direction for a distance of 72.22 feet; thence turn an angle to the right of 10 degrees 48 minutes 49 seconds and run in a Southwesterly direction for a distance of 37.95 feet; thence turn an angle to the right of 19 degrees 34 minutes 50 seconds and run in a Southwesterly direction for a distance of 34.92 feet; thence turn an angle to the right of 27 degrees 45 minutes 15 seconds and run in a Southwesterly direction for a distance of 48.83 feet; thence turn an angle to the right of 24 degrees 01 minutes 57 seconds and run in a Westerly direction for a distance of 224.32 feet to an existing iron rebar being on the East right of way line of Little Mountain Circle; thence turn an angle to the right of 105 degrees 42 minutes 34 seconds and run in a Northeasterly direction along the East right of way of said Little Mountain Circle for a distance of 75.32 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a deflection angle of 3 degrees 45 minutes 30 seconds and a radius of 1497.29 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve and along the Southeast right of way line of Little Mountain Circle for a distance of 196.43 feet to the point of ending of said curve; thence continue in a Northeasterly direction along the line tangent to the end of said curve and along the Southeast right of way line of Little Mountain Circle for a distance of 231.06 feet to the point of beginning of a new curve, said new curve being concave in a Southeasterly direction and having a deflection angle of 29 degrees 36 minutes 30 seconds and a radius of 106.91 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve and along the Southeast right of way line of Little Mountain Circle for a distance of 110.49 feet; thence run in a Northeasterly direction along line tangent to the end of said curve and along the South right of way line of Little Mountain Circle for a distance of 67.50 feet to the point of beginning of another curve, said latest curve being concave in a Southerly direction and a deflection angle of 2 degrees 47 minutes 30 seconds and a radius of 1000.32 feet; thence turn an angle to the right and run in an Easterly direction along the arc of said curve and along the Southerly right of way line of Little Mountain Circle for a distance of 97.48 feet to the point of ending of said curve; thence run in an Easterly direction along line tangent to the end of said curve and along the Southerly right of way line of Little Mountain Circle for a distance of 94.94 feet to the point of beginning of another curve, said newest curve being concave in a Southwesterly direction and having a deflection angle of 17 degrees 58 minutes 14.5 seconds and a radius of 128.59 feet; thence turn an angle to the right and run in an Easterly and Southeasterly direction along the Southerly right of way line of Little Mountain Circle and along the arc of said curve for a distance of 80.67 feet to the point of ending of said curve; thence run in a Southeasterly direction along the Southwest right of way line of Little Mountain Circle and along line tangent to the end of said curve for a distance of 137.70 feet to the point of beginning of another curve, said curve being concave in a Northeasterly direction and having a central angle of 60 degrees and a radius of 50.0 feet; thence turn an angle to the right, (60 degrees 26 minutes 19 Seconds to the tangent of said curve) and run in a Southerly and Southeasterly direction along the arc of said curve for a distance of 52.36 feet to the point of ending of said curve; thence turn an angle to the right (51 degrees 05 minutes from the tangent of last mentioned curve) and run in a Southerly direction along the East line of said quarter-quarter section for a distance of 248.68 feet, more or less, to the point of beginning.



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