


STATUTORY WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY


20160721000255410 1/9 \$280.00
Shelby Cnty Judge of Probate, AL
07/21/2016 11:22:33 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS that the **SWF BIRMINGHAM, LLC**, a Delaware limited liability company (the "Grantor"), with a mailing address of c/o The Molpus Woodlands Group, LLC, 654 N. State Street, Jackson, MS 39202, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **FRESH AIR PROPERTIES LLC**, an Alabama limited liability company (the "Grantee"), with a mailing address at 517 Oakline Drive, Birmingham, AL 35226, does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained or mentioned, hereby grant, bargain, sell and convey unto Grantee, that certain real property situated in Shelby County, Alabama, as is more particularly described on Exhibit A, which is attached hereto and adopted and incorporated herein as if fully set out (the "Property"), TOGETHER, with all and singular, the rights, members, privileges, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto, TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Title to the Property shall be subject to those matters set forth on Exhibit B, which is attached hereto and adopted and incorporated herein as if fully set out.

Grantor does hereby further grant, bargain, sell and convey unto Grantee and its successors and assigns a sixty foot (60') wide permanent non-exclusive right-of-way and easement (the "Granted Easement") for ingress and egress purposes on over and across that certain portion of the private road, commonly described and depicted on Exhibit C hereof.

Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, and none other, EXCEPT that no warranty is hereby extended to the conveyance of any mineral rights, including sand, clay and gravel rights, being conveyed herein. Other than any such implied warranties of title, **Grantor makes no warranty whatsoever, whether express or implied and conveys the Property to Grantee as is with all faults.**

All recording references in this deed are to the records appearing in the Office of the Judge of Probate of Shelby County, Alabama.

[Signature Page to Follow]

Shelby County, AL 07/21/2016
State of Alabama
Deed Tax: \$241.00

[Signature Page for Statutory Warranty Deed]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the 12th day of July, 2016 and effective as of the 15th day of July, 2016.

GRANTOR:

SWF BIRMINGHAM, LLC,
a Delaware limited liability company

By: [Signature]
Ken Sewell, Chief Operating Officer of
The Molpus Woodlands Group, LLC,
its Authorized Agent and Property Manager

STATE OF Mississippi

COUNTY OF Forrest

I, Megan Givens, a Notary Public in and for said County in said State, hereby certify that Ken Sewell whose name as Chief Operating Officer of The Molpus Woodlands Group, LLC, the Authorized Agent and Property Manager of SWF Birmingham, LLC, a Delaware 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, after having taken an oath.

Given under my hand and official seal on this the 12th day of July, 2016.

[Signature]
Notary Public
Commission Expires: 2.21.2018

[AFFIX NOTARIAL SEAL]

INSTRUMENT PREPARED BY:
Ashley Harris
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602
(251) 433-3234

Attachments:

Exhibit "A"- Description of the Property
Exhibit "B"- Statutory Warranty Exceptions



EXHIBIT A
Description of the Property

The parcel located in Shelby County, Alabama:

Township 21 South, Range 5 West

Section 25: The South half of the North-East Quarter **less and except** that part previously sold to Shelby Investments, LLC by Statutory Warranty deed dated June 19, 2015, Instrument 20150624000211690 ; And all that part of the West half of the South-East Quarter **less and except** that part previously sold to Shelby Investments, LLC by Statutory Warranty deed dated June 19, 2015, Instrument 20150624000211690.



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EXHIBIT B
Exceptions to Any and All Warranties of Title

All recording references herein are to the records appearing in the Office of the Clerk of Court, Shelby County, Alabama, unless otherwise indicated.

1. The lien for ad valorem taxes not yet due and payable and roll back taxes, if any.
2. All oil, gas and other minerals as may have been previously reserved by or conveyed to others and any mineral leases or other documents concerning the mineral estate.
3. All rights, easements and servitudes incident to and a part of the mineral estate underlying the Property and all oil, gas, salt water or disposal well sites and related agreements.
4. All public and private unrecorded and recorded rights-of-way, public roads, utility easements, utility rights-of-way and pipeline rights-of-way now in existence in, on, under, over and across the surface of the Property and all reservations of such rights whether or not in existence.
5. All rights of the State of Alabama and the United States, if any, in and to any navigable waterways situated on or about the Property and all navigational servitudes arising from any navigable waterways situated on or about the Property, all existing easements relating to flowage rights, locks, dams, canals or other improvements pertaining to waterways on the Property.
6. Riparian and other rights created by the fact that the Property may be bounded by or transversed by a river.
7. The right, if any, of neighboring riparian owners and the public or others to use the waters of a river or the rights of the public to use the beaches or shores for recreational purposes.
8. Land formerly or presently comprising the shores or bottom of navigable waters or to artificial accretions or fill or rights or claims of parties to such land.
9. Sovereignty lands and other land which may lie beneath the ordinary high water mark as established as of the date the State of Alabama was admitted to the Union.
10. Any lack of access to all or any part of the Property.
11. Boundary line disputes, overlaps, encroachments, graveyards, the names of roads, rivers or other monuments in the legal description, the precise location of property having an indefinite description and any other similar matters not of record which would be disclosed by an accurate survey and inspection of the Property.

12. Unrecorded and recorded easements and rights-of-way for existing roads (public or private), railroads and public utility lines running through, over or across the Property.

13. All standard exceptions and limitations or exclusions from coverage shown on the American Land Title Commitment.

14. All land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property.

15. Any other defect in title to the Property, or any portion thereof, that does not materially adversely affect the use of the Property as commercial timber property; provided, however, that no defect in title shall be deemed to have an adverse effect in the use of the Property unless such defect or defects result in a loss of value of \$2,500.00 individually or \$12,900.00 in the aggregate; and provided further, however that the exceptions set forth hereinabove in clauses 1 through 14 shall not be deemed to have any adverse effect on the use of the Property.

16. Terms, conditions, exceptions and reservations as contained in deed from United States Steel Corp. to Valley Creek Land and Timber, LLC as recorded in Inst. No. 2014090800028107, Probate Office, Shelby County, Alabama and in deed from Valley Creek Land & Timber LLC to SWF Birmingham, LLC as recorded in Inst. No. 2014090800028108, Probate Office, Shelby County, Alabama.



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EXHIBIT C
Granted Easement

Thirty feet on either side of a centerline more particularly described as follows and also being depicted on the map attached hereto as Exhibit 1.3 A:

Beginning at the Southwest corner of the Northwest Quarter of Section 30, Township 21 South, Range 4 West, Shelby County, Alabama and thence run north on and along the section line for approximately 250 feet, more or less, to the centerline of an existing woods road to and for the Point of Beginning. From the Point of Beginning, run on and along said centerline in a generally easterly direction for 2,790 feet to a point on the west margin of County Road 251 to and for the point of terminus.


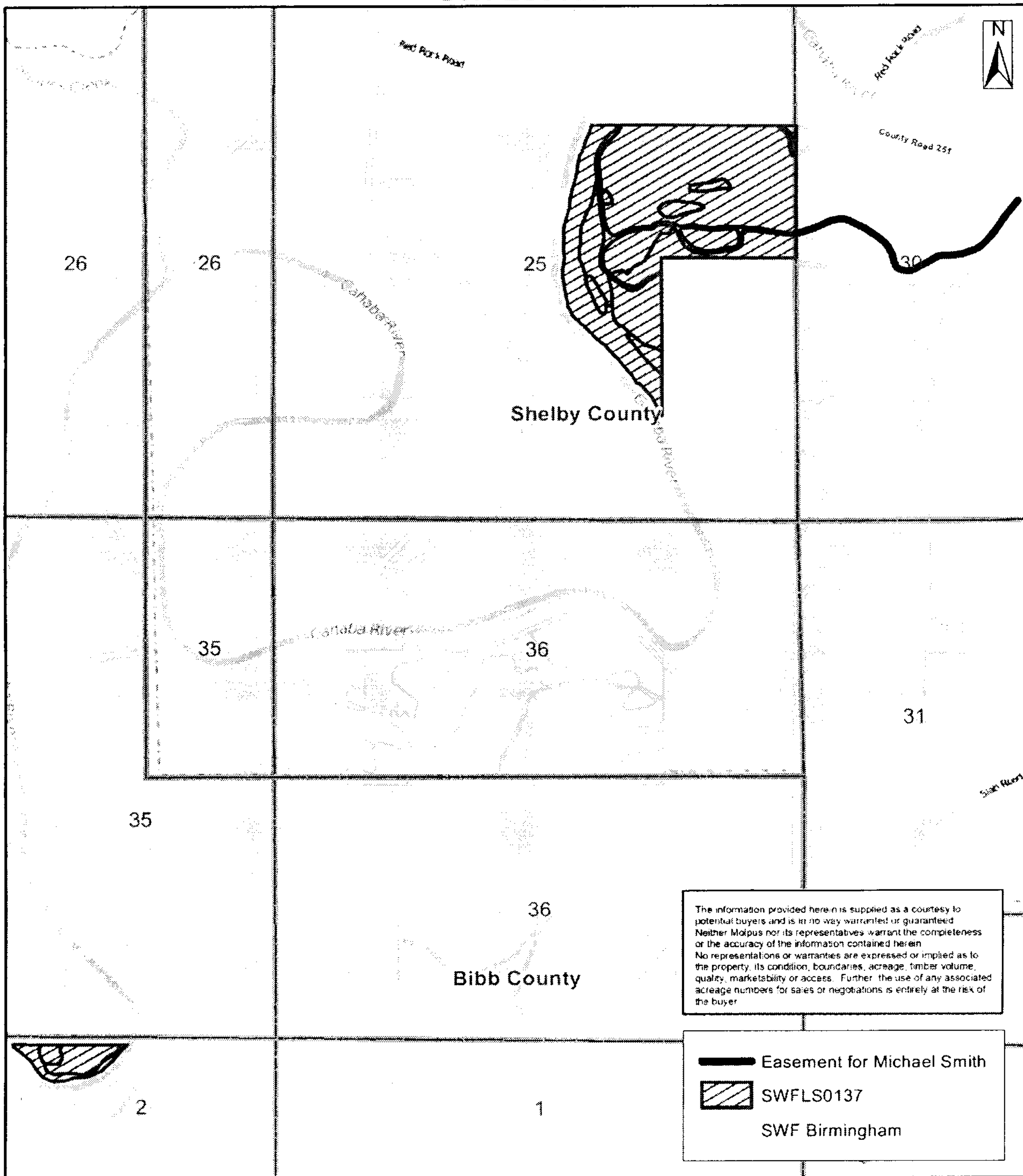

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EXHIBIT 1.3 A

SWF Birmingham - Cahaba Unit

Compartments 20 & 21 - Land Sale to Michael L. Smith

SWFLS0137



Prepared by The Molpus Woodlands Group, LLC : GIS Dept., May 27, 2016



0 0.25 0.5 Miles

T21S R5W - Section 25
Shelby County, AL
T22S R5W - Section 2
Bibb County, AL

SWF Birmingham
 Shelby County, AL
 MWG #SWFLS0137

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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 SWF Birmingham, LLC
Mailing Address c/o The Molpus Woodlands
654 N. State Street
Jackson, MS 39202

Grantee's Name Fresh Air Properties LLC
Mailing Address 517 Oakline Drive
Birmingham, AL 35226

Property Address See attached Legal Description

Date of Sale July 15, 2016
Total Purchase Price \$240,981.15

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) (Recordation of documentary evidence is not required)

 Bill of Sale
XXX Sales Contract
 Closing Statement

 Appraisal
 Other

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 7/15/16

Print Ashley S. Harris

X Unattested

Sign 

(Grantor/Grantee/Owner/Agent) circle one



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Form RT-1

Legal Description

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