

Mail Tax Notice To:

Shelby County Commission
P.O. Box 467
Columbiana, AL 35051

This instrument was prepared by:

William Cunningham Jr., Esq.
2233 2nd Avenue North
Birmingham, Alabama 35203

**Upon recording this instrument
should be returned to:**

Shelby County Commission
Attn: County Manager
P.O. Box 467
Columbiana, AL 35051

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company (the "Grantor"), in hand paid by **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee that certain parcel of real estate situated in Shelby County, Alabama, being more particularly described on **EXHIBIT A** and depicted on **EXHIBIT B** attached hereto and incorporated herein by this reference (the "Property").

AS COVENANT AND CONDITION OF THE GRANT MADE HEREUNDER, Grantee covenants and agrees, by its acceptance of this grant, that the use of the Property and is being conveyed to the grantee for the purpose of establishing a permanent single family residence to be occupied by the grantee's the Cahaba River Park caretaker or person designated by Grantee to reside on the property to assist with security and maintain an official presence and shall be subject to the following restrictions, which shall constitute covenants running with the land as against Grantee and all successors in title for a period of 50 years:

Section 1: Use Restrictions. No building or structure other than a single family residence, or building that is erected for the purpose of utility service or for storage of vehicles or equipment owned or used by the Grantee shall be erected on within the Property except as otherwise permitted herein.

- (a) Dangerous, noxious, offensive or excessively noisome activities shall not be allowed; and
- (b) Keeping of any animals, birds, or fowl; provided that a person or family occupying the residence with permission of Grantee shall be permitted to keep dogs, cats, or other

household or domestic pets so long as they are not kept, bred or maintained for any business or commercial use.

- (c) Use of a single family residence by more than a single family unit.
- (d) Any fence constructed along the right of way River Road must be a treated wood and consistent with adjacent landowner.
- (e) No mobile or manufactured homes shall be allowed.

Section 2: Limitations on Size of Structure.

- (a) No residential structure shall be erected, altered, placed or permitted to remain on subject property other than one Single Family Residence not to exceed two and one half stories. No detached building other than the Single Family Residence shall be constructed or permitted except as specifically allowed above.
- (b) Minimum floor areas as follows: 1000 square feet living area for a one story residence and 1500 square feet, for a one and one-half story residence.

Section 3: Maintenance. Landscaping and other improvements upon subject property shall be continuously maintained by the Grantee thereof so as to preserve a well-kept appearance, especially along the perimeters of the property.

Section 4: Storage of Boats, Trailers and Other Vehicles. No inoperable boats, or trailers may be parked or stored in any location that can be seen from River Road for a period in excess of 48 hours, provided boats, recreational vehicles and the like as well as Park related vehicles and equipment may be stored indefinitely if they are stored in such a manner that they are incapable of being seen by Grantor his successors and assigns or from the roadway.

No wrecked or disabled vehicles shall be stored or located along River Road or on subject property except within the confines of an allowed barn or other permitted storage facility.

Section 5: Enforcement. If any of the restrictions are being or have been violated upon any subject property, then the Grantor, his successors and assigns shall so notify the Grantee in writing, specifying the violation. Upon receipt of such Notice, Grantee shall have thirty (30) days to correct or remedy such conditions. If such violation is not corrected by Grantee, Grantor may seek appropriate enforcement by appropriate proceedings at law or in equity.

Subject property may not be further subdivided or conveyed without the consent of the Grantor herein.

Grantee agrees to complete construction of the Residence within 36 months from delivery date of this deed, otherwise Grantee agrees to re-convey subject property by statutory warranty deed back to the Grantor without any liens or encumbrances or than those referred to herein.

TOGETHER WITH all and singular, the rights, tenements, appurtenances, and hereditaments thereunto belonging or in any ways appertaining to the Property unto the Grantee, and its successors and assigns forever, in fee simple, free and clear of all liens and encumbrances, unless otherwise set forth herein on **EXHIBIT C** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto to the said Grantee, its successors and assigns forever.

And Grantor does for itself and for its successors and assigns covenant with the said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that it is free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the Property as aforesaid; that Grantor will and Grantor's successors and assigns shall warrant and defend the Property to the Grantee, its successors and assigns, forever, against the lawful claims of all persons claiming by, through, or under the Grantor.

(Remainder of page intentionally left blank. See following page for signatures.)



20161229000472870 3/7 \$34.00
Shelby Cnty Judge of Probate, AL
12/29/2016 11:12:16 AM FILED/CERT

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the 28
day of Dec., 2016.

Grantor:

SHELBY INVESTMENTS, LLC

By: [Signature]

Its: Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tim Webster whose name as Manager of Shelby Investments, LLC, a Georgia 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 executed the same voluntarily as the act of said limited liability company.

Given under my hand and official seal this 28 day of December, 2016.

{NOTORIAL SEAL}

[Signature]

Notary Public

My commission expires: 8-10-2020



20161229000472870 4/7 \$34.00
Shelby Cnty Judge of Probate, AL
12/29/2016 11:12:16 AM FILED/CERT

EXHIBIT A

Legal Description of the Property

A Parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 24; thence run North 00° 00' 00" East (an assumed bearing) along the West line of said Quarter Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 24; thence continue North 00° 00' 00" East (an assumed bearing) along the West line of said Quarter Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence run South 89° 57' 08" East along the South line of said Quarter Quarter Section for a distance of 877.69 feet to an iron pin set with SSI cap at the Point of Beginning; thence run North 02° 25' 47" East for a distance of 411.05 feet to an iron pin set with SSI cap; thence run North 60° 39' 35" East for a distance of 395.02 feet to an iron pin set with SSI cap on the new West Right-of-Way line of Shelby County Highway #251; thence run South 04° 56' 51" West along said West Right-of-Way line for a distance of 400.00 feet to an iron pin set with SSI cap; thence run South 57° 50' 48" West for a distance of 386.56 feet to the Point of Beginning. Said Parcel containing 3.0 acres more or less.


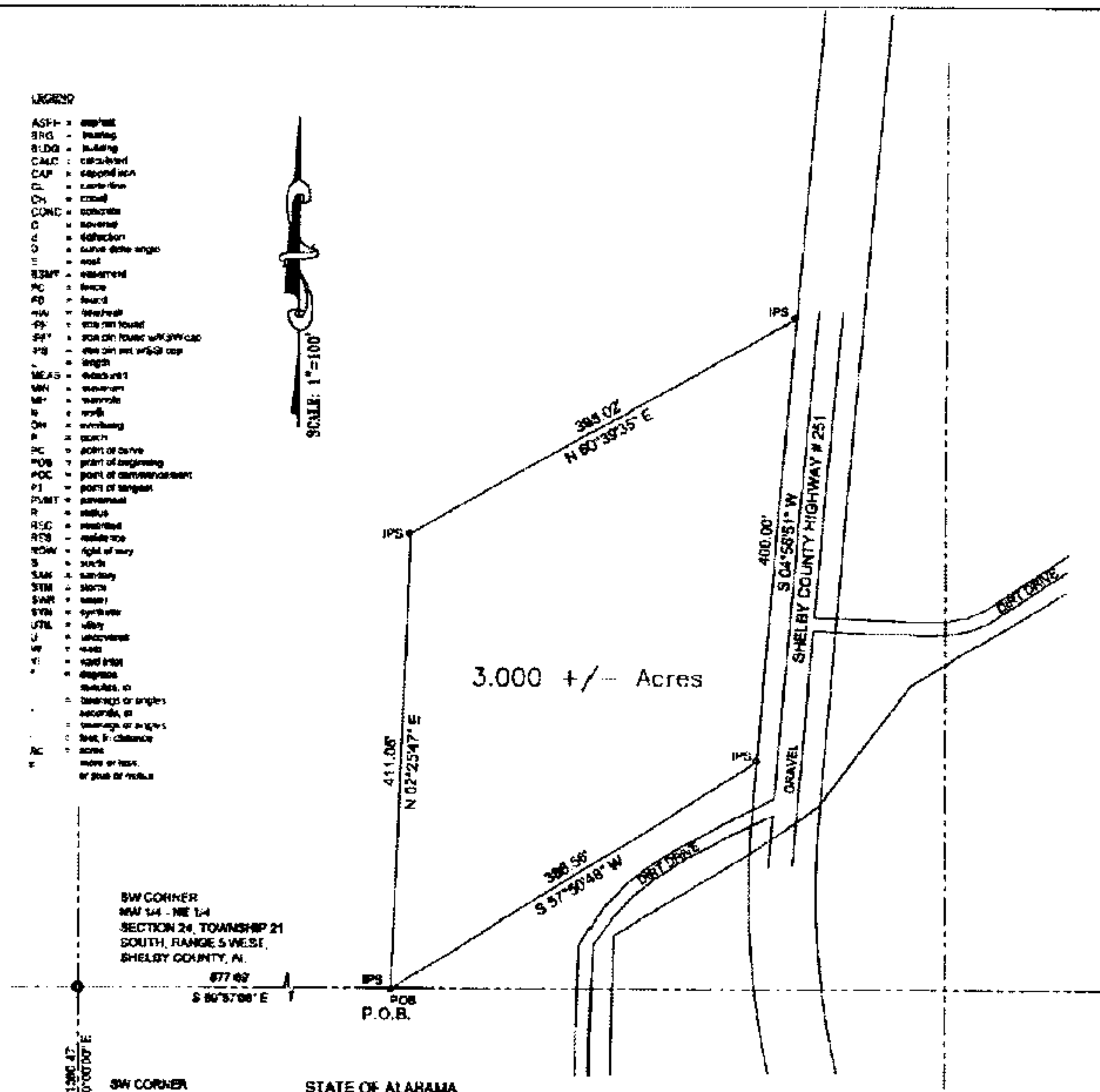

20161229000472870 5/7 \$34.00
Shelby Cnty Judge of Probate, AL
12/29/2016 11:12:16 AM FILED/CERT

EXHIBIT B

LEGEND

ASH - asphalt
 BRG - building
 B.DG - building
 CMC - culminated
 CAP - capped well
 CL - center line
 CH - canal
 CONC - concrete
 C - cover
 D - ditch
 E - electric
 F - fence
 G - gas
 H - highway
 I - iron
 J - joint
 K - knot
 L - line
 M - manhole
 N - north
 O - oil
 P - point
 Q - quarry
 R - road
 S - sewer
 T - tank
 U - utility
 V - vent
 W - well
 X - cross
 Y - yard
 Z - zone
 AA - area
 AB - abutment
 AC - access
 AD - adobe
 AE - alley
 AF - afforestation
 AG - agriculture
 AH - aqueduct
 AI - artificial
 AJ - asphalt
 AK - asphalt
 AL - asphalt
 AM - asphalt
 AN - asphalt
 AO - asphalt
 AP - asphalt
 AQ - asphalt
 AR - asphalt
 AS - asphalt
 AT - asphalt
 AU - asphalt
 AV - asphalt
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 AX - asphalt
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 OY - asphalt
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SCALE: 1"=100'



STATE OF ALABAMA SHELBY COUNTY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed:

A Parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 24; thence run North 00° 00' 00" East (an assumed bearing) along the West line of said Quarter Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 24; thence continue North 00° 00' 00" East (an assumed bearing) along the West line of said Quarter Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence run South 89° 57' 08" East along the South line of said Quarter Quarter Section for a distance of 877.69 feet to an iron pin set with SSI cap at the Point of Beginning; thence run North 02° 25' 47" East for a distance of 411.05 feet to an iron pin set with SSI cap; thence run North 61° 39' 35" East for a distance of 395.02 feet to an iron pin set with SSI cap on the new West Right-of-Way line of Shelby County Highway #251; thence run South 04° 56' 51" West along said West Right-of-Way line for a distance of 400.00 feet to an iron pin set with SSI cap; thence run South 57° 50' 48" West for a distance of 386.56 feet to the Point of Beginning. Said Parcel containing 3.000 acres more or less.

I furthermore certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief; that the correct address is as follows: Shelby County Highway #251 according to my survey of December 1, 2015. Survey is not valid unless it is sealed with embossed seal or stamped in red.



SURVEYING SOLUTIONS, INC.
 2232 CAHABA VALLEY DRIVE SUITE M
 BIRMINGHAM, AL 35242
 PHONE: 205-991-8955

Carl Daniel Moore
 Carl Daniel Moore, Reg. L.S. #12159

12-9-16
 Date of Signature

Order No. 441350
 Purchaser: Shelby County
 Type of Survey: Closing

\\CAD\PROJECTS\SHELBY COUNTY\CAHABA RIVER PARK CARETAKERS SURVEY

20161229000472870 7/7 \$34.00
Shelby Cnty Judge of Probate, AL
12/29/2016 11:12:16 AM FILED/CERT

EXHIBIT C

Permitted Encumbrances

1. Taxes due in the year of 2017, a lien, but not yet payable, until October 1, 2017.
2. Any facts, rights, interest, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
4. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property that are not owned by the Grantor.
5. Title to those portions of the Property included within the bounds of existing public roadways highways or railroad rights of way.
6. The rights of upstream and downstream riparian owners with respect to any creeks or streams traversing the Property.
7. All matters affecting the title to the Property recorded in the Probate Office of Shelby County, Alabama.