

Send Tax Notice To: DAL Properties, LLC
3112 Highway 109
Wilsonville, AL 35186

This instrument was prepared by:

Brian Plant
211 Main Street
Trussville, Alabama 35173

STATUTORY WARRANTY DEED


20170918000339050 1/4 \$892.50
Shelby Cnty Judge of Probate, AL
09/18/2017 11:25:17 AM FILED/CERT

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF **Eight Hundred Sixty-Eight Thousand Five Hundred Dollars and 00/100 Dollars (\$868,500.00)** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Ballantrae Development Company, LLC**, an Alabama limited liability company (herein referred to as Grantor), does grant, bargain, sell and convey unto **DAL Properties, LLC** (herein referred to as Grantee), the following described real estate situated in the State of Alabama, County of Shelby (the "Property"), to-wit:

***Lots 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2173,
2174, 2175, 2176, 2177, 2178, 2179 and 2180,
Kirkwall, Phase IV, in Ballantrae,
as recorded in Map Book 48, Page 54
in the Probate Office of Shelby County, Alabama***

Subject to:

1. Declaration of Protective Covenants for Kirkwall, Phase IV, as recorded in the Probate Office of Shelby County, Alabama, Instrument No. **20170915000336400**
2. General and special taxes or assessments for 2017 and subsequent years not yet due and payable.
3. Existing easements, restrictions, set-back lines, rights of way, limitations, if any, and mineral and mining rights of record.
4. Exhibit A attached hereto and made a part hereof.

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

Purchaser acknowledges and agrees that (a) Purchaser has been given the absolute and unfettered right prior to executing this Agreement to conduct all inspections, tests, evaluations and investigations of the Lot as Purchaser, in Purchaser's sole discretion, may determine to be necessary in order to satisfy Purchaser of the physical and environmental condition of the Lot and all other aspects of the Lot, including, without limitation, the zoning of the Lot and utility availability for the Lot, (b) Purchaser has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot, 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 Lot, (c) Seller has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Lot or any portion thereof, the suitability or fitness of the Lot for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the Lot and (d) the Lot is sold and Purchaser does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations controversies, accounts, 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 Lot or any other real property surrounding, adjacent to or in close proximity with the Lot which may be owned by Seller.

IN WITNESS WHEREOF, the said Grantor has hereto set its signature this the 13th day of September, 2017.

BALLANTRAE DEVELOPMENT COMPANY, LLC

By: _____

Brian Plant
Its Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brian Plant, whose name as Member of Ballantrae Development Company, LLC, a limited liability company, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 13th day of September, 2017.

Jessie H. Roberts
Notary Public
My Commission Expires: 3-29-21



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EXHIBIT "A"

Attached hereto and made a part of that certain Statutory Warranty Deed dated September 13, 2017, by and between Ballantrae Development Company, LLC, Grantor, and DAL Properties, LLC, Grantee

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures necessary to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed BMPs for the control of pollutants in storm water run-off.

Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of costs incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and/or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein.


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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 Ballantyne Development Co., LLC Grantee's Name DAL Properties, LLC
 Mailing Address 211 Main Street Mailing Address 3112 Hwy 109
Trussville, AL 35173 Wilsonville, AL 35186

Property Address Lots: 2154, 2155, 2156, 2157, Date of Sale 9-15-17
2158, 2159, 2160, 2173, 2174, Total Purchase Price \$ 868,500.00
2175, 2176, 2177, 2178, 2179 or
& 2180, Kirkwood, Phase IV Actual Value \$
in Ballantyne, as recorded or
in MapBook 48 Page 54, in Assessor's Market Value \$
the Probate Office of Shelby Co., AL

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 ☐ Appraisal
☒ Sales Contract ☐ Other
☐ 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 9/18/17

Print Peter Kanakis

Unattested

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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