20180924000339710 09/24/2018 10:42:39 AM DEEDS 1/5

This instrument was prepared by: Joshua L. Hartman P. O. Box 846 Birmingham, Alabama 35201

Send Tax Notice To:
William C Edwards
Sandra G Edwards
610 Riverwoods Landing
Helena, AL 35080

# <u>CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor</u>

Thousand Eight Hundred Ninety One
(\$_462,891.00 ) Dollars
nama corporation, (herein referred to as GRANTOR) in
is hereby acknowledged, the said GRANTOR does by
William C Edwards and Sandra G Edwards
, (herein referred to as Grantees), for and during
hen to the survivor of them in fee simple, together with
ne following described real estate, situated in Shelby
DESCRIPTION.

simultaneously herewith.

The entire purchase price recited above has been paid by a mortgage loan closed

TO HAVE AND TO HOLD unto the said grantees, as joint tenants, with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron, ore, gas, oil, methane, hydrocarbons,

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occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) SB DEV. Corp; (ii) the agents, employees, contractors and subcontractors of SB DEV. Corp.; (iii) the officers, directors, employees, agents, contractors and subcontractors of SB DEV. Corp; (iv) any successors and assigns of SB DEV. Corp.'s interest in the Property; and (v) the municipality in which the property is located, its officials, agent, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

SB DEV. CORP.

Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

PUBLIC

Given under my hand and official seal this 21st

day of September

Notary Public

20 18

My Commission Expires: 10

10/31/2021

#### **EXHIBIT "A"**

Lot 876, according to the Survey of Riverwoods Eighth Sector Phase II Sector "E", as recorded in Map Book 46, Page 31, in the Probate Office of Shelby County, Alabama.

### Subject to:

- 1. Taxes and assessments for the year 2018 and subsequent years and not yet due and payable;
- 2. Easement(s), building line(s) and restriction(s) as shown on recorded map;
- 3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages are not insured herein;
- 4. Building setback lines, flood area designation, 200-foot river setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector Phase II Sector "E" recorded in Map Book 46, Page 30 as Instrument No. 20160531000185400 in the Probate Office of Shelby County, Alabama on May 31, 2016.
- 5. Terms and conditions of Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 2002-07338 (20020212000073381) in the Probate Office of Shelby County, Alabama on February 12, 2002, as corrected in Corrected Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 20061025000526430 in said Probate Office on October 15, 2006, and as amended in Amended and Restated Riverwoods Covenants, Conditions and Restrictions dated September 14, 2007, recorded in Instrument No. 20070917000435160 in said Probate Office on September 17, 2007.
- 6. Annual and/or other special assessments or charges pertaining to the insured premises, as contained in said Declaration of Covenants, Conditions and Restrictions. No liability is assumed for the payment of maintenance assessments as set forth in said Declaration, which assessments shall be subordinate to the lien of a first mortgage.
- 7. Bylaws of Riverwoods Association, Inc. recorded in Instrument No. 20020731000345170 in the Probate Office of Shelby County, Alabama on July 31, 2002.
- 8. Oil, gas and mineral rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715 recorded April 20, 1988, leased by Total Minatome Corporation, successor by merger to CSX Oil and Gas Corporation, to Cabot Oil & Gas Corporation as evidenced by Memorandum of Lease recorded in Real 370, page 923 on October 31, 1991, with a 31 percent interest being further conveyed by Deed of Quitclaim to Westport Oil and Gas Company, Inc. in Instrument No. 2001-20356 recorded on May 21, 2001.
- 9. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Statutory Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Riverwoods Properties, LLC, an Alabama limited liability company, dated August 24, 2001, recorded in Instrument No. 2001-37300 in the Probate Office of Shelby County, Alabama on August 30, 2001.
- 10. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated September 11, 2015, recorded in Instrument No. 20150060000350460 in the Probate Office of Shelby County, Alabama on October 6, 2015.
- 11. Reservation of minerals and mineral rights in favor of SB Dev. Corp., as set forth in Statutory Warranty Deed from Riverwoods Properties, LLC, an Alabama limited liability company, dated

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February 22, 2018, recorded as Instrument No. 20180223000058280 in the in the Probate Office of Shelby County, Alabama on February 23, 2018.

#### 12. As to the Cahaba River:

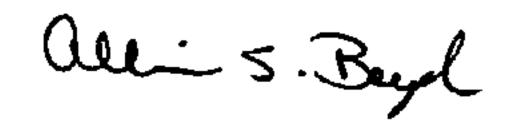
- (a) Any past or future change in the Cahaba River which forms the Final Plat of Riverwoods boundary of the land.
- (b) Any dispute arising over the location of the old bed.
- (c) Any variance between the boundary line as originally conveyed and the current boundary thereof as now used or occupied.
- (d) Rights of the upper or lower riparian owners in and to the free and unobstructed flow of water of said body of water.

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Filed and Recorded Official Public Records
Official Public Records
Judge of Probate, Shelby County Alabama, County

Clerk
Shelby County, AL
09/24/2018 10:42:39 AM
\$28.00 JESSICA
20180924000339710



# Real Estate Sales Validation Form

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

Granto	or's Name	SB DEV. CORP.		
Mailin	g Address	3545 Market Street Hoover, AL 35226		
Grante	e's Name	William C Edwards Sandra G Edwards		
Mailin	g Address	610 Riverwoods Landing Helena, AL 35080		
Proper	ty Address	610 Riverwoods Landing Helena, AL 35080		
Date o	f Sale	September 21, 2018		
Total Purchase Price or Actual Value \$		\$462,891.00		
or Asse	essor's Market Value	\$		
The pu	Bill of Sale Sales Contract		e verified _Apprais _Other	d in the following documentary evidence: (check one) sal
	conveyance document prese required.	nted for recordation contain	s all of th	he required information referenced above, the filing of this form
			Instructio	\11.C
	or's name and mailing addre g address.			or persons conveying interest to property and their current
Grante	e's name and mailing addre	ss – provide the name of the	e person	or persons to whom interest to property is being conveyed.
Proper	ty address – the physical ad	dress of the property being	conveye	l, if available.
Date o	f Sale – the date on which is	nterest to the property was c	conveyed	, •
	Purchase price – the total and for record.	nount paid for the purchase	of the pro	operty, both real and personal, being conveyed by the instrument
instrun	- · · · · · · · · · · · · · · · · · · ·		-	operty, both real and personal, being conveyed by the conducted by a licensed appraiser or the assessor's current
the pro	perty as determined by the		he respon	estimate of fair market value, excluding current use valuation, of nsibility of valuing property for property tax purposes will be 1975 § 40-22-1 (h).
unders	•	<del>O</del>		ntained in this document is true and accurate. I further the imposition of the penalty indicated in Code of Alabama
Date	September 21, 2018		Print:	Joshua L. Hartman
Unatte	sted	Sign:	C. S. S. A. S.	
Onatto	sted (verifie	•	(Grante	r/Grantee/Owner/Agent) circle one