20190321000090980 03/21/2019 10:28:55 AM DEEDS 1/4

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

Send Tax Notice To:
William Matthew Harris
Pacey Calhoun Harris
710 Magruders Bluff
Helena, AL 35080

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

STATE OF ALABAMA)
SHELBY COUNTY)
That in consideration of Four Hundred Fifty-three Thousand Five Hundred and no/100
(\$ 453,500.00) Dollars
to the undersigned grantor, SB DEV. CORP., an Alabama corporation, (herein referred to as GRANTOR) in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto _William Matthew Harris and Pacey Calhoun Harris
, (herein referred to as Grantees), for and during
their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

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,

20190321000090980 03/21/2019 10:28:55 AM DEEDS 2/4

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.

IN WITNESS WHEREOF, the said GRANTOR, by its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the 15th day of March .

SB DEV. CORP.

By:

Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as Authorized Representative of SB DEV. CORP. a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 15th day of March, 20 19, 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 corporation.

Given under my hand and official seal this 15th day of March, 20 1

My Commission Expires: 3/23/19

Notary Public

20190321000090980 03/21/2019 10:28:55 AM DEEDS 3/4

Exhibit "A"

Lots 885A, according to the Survey of Riverwoods Eighth Sector Phase II Sector "D" Resurvey no. 1, as recorded in Map Book 48, Page 59, in the Probate Office of Shelby County, Alabama.

Subject to:

- 1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
- 2. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Inst. No. 2015-32407.
- 3. Grant of Easement in Land for an Underground Subdivision recorded in Instrument Number: 20150916000324070.
- 4. Ordinance No. 02-1921 an Ordinance De-Annexing Certain Property from the City of Hoover recorded in Instrument Number: 20030207000076050.
- 5. Riverwoods Covenants, Conditions and Restrictions recorded in Instrument Number: 20020212000073381; corrected in Instrument Number: 20061025000526430 and Amended and Restated in Instrument Number: 20070917000435160.
- 6. 200' River Setback and 25' Building Setback Line as shown on final plat of Riverwoods Eighth Sector, Phase II, Sector "D", Resurvey No. 1, recorded in Map Book 48, Page 59.

Form RT-1

Real Estate Sales Validation Form

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

Grantor's Name Mailing Address			Grantee's Name Mailing Address	William Matthew Harris and Pacey Calhoun Harris 151 Piney Woods Drive
Property Address			Date of Sale Total Purchase Price Or Actual Value Or Assessor's Market Value	\$
	rice or actual value claimed ecordation of documentary			following documentary evidence:
Bill of S Sales Co		Appraisa Other:	1	
Closing S	Statement	······		
	ce document presented for reform is not required.	recordation conta	ains all of the requi	red information referenced above,
	and mailing address - provi t mailing address.	Instructi de the name of t		ns conveying interest to property
Grantee's name being conveyed		de the name of t	he person or person	ns to whom interest to property is
	s - the physical address of the the property was conveyed		g conveyed, if avai	lable. Date of Sale - the date on
	price - the total amount paid e instrument offered for reco	_	e of the property, b	oth real and personal, being
conveyed by the		ord. This may be		ooth real and personal, being ppraisal conducted by a licensed
current use valu	ation, of the property as det y for property tax purposes	ermined by the l	local official charge	of fair market value, excluding ed with the responsibility of se penalized pursuant to <u>Code of</u>
accurate. I furth		statements clair		in this document is true and ay result in the imposition of the
Date	1 5 2019 Print			
Unatteste	ed		Sign	
	(verified by)			ee/ Owner/Agent) circle one

Judge of Probate, Shelby County Alabama, County

alli 5. Buyl

Clerk Shelby County, AL 03/21/2019 10:28:55 AM S477.50 CHERRY

20190321000090980