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

Send Tax Notice To:
Robson Eli Strobel
622 Riverwoods Landing
Helena, AL 35080

## STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

	nty Thousand and no/100 (\$_470,000.00) Dollars
to the undersigned grantor, SB DEV. CORP., a	n Alabama corporation, (herein referred to as GRANTOR) in hereof is hereby acknowledged, the said GRANTOR does by
the following described real estate, situated in She	(herein referred to as Grantee, whether one or more), elby County, Alabama, to-wit:
SEE ATTACHED EXHIBIT "A" FOR LE	EGAL DESCRIPTION.

\$423,000 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said grantee, his, her or their heirs and assigns forever.

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, 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.

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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 <u>26th</u> day of <u>August</u> 20_19
SB DEV. CORP.
By:
STATE OF ALABAMA) JEFFERSON COUNTY)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of

Given under my hand and official seal this

26th day of August

20 19

My Commission Expires: 3/23/23

said corporation.

Notary Public

# Exhibit "A" Property Description

Lot 931, according to the Final Plat of Riverwoods Eighth Sector, Phase 2, Sector E, as recorded in Map Book 46, Page 30, in the Office of the Judge of Probate Shelby County, Alabama

#### SUBJECT TO:

- 1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
- 2. Building setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector Phase II Sector "B" recorded in Map Book 45, Page 48 as Instrument Number: 20151026000372120 in the Probate Office of Shelby County, Alabama, hereinafter "said Probate Office".
- 3. Ten-foot sanitary sewer easement and 15-foot drainage easements 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.
- 4. 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.
- 5. 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.
- 6. Bylaws of Riverwoods Association, Inc. recorded in Instrument No. 20020731000345170 in the Probate Office of Shelby County, Alabama on July 31, 2002.
- 7. 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.
- 8. Any loss or claim arising out of the fact a portion of the property appears to be former railroad

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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.

- 9. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated May 31, 2016, recorded in Instrument No. 20160926000350170 in the Probate Office of Shelby County, Alabama on September 26, 2016.
- 10. As to the Cahaba River:
- (a) Any past or future change in the Cahaba River which forms the westerly 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.
- 11. Flood area designation, 200-foot river setback line, building setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector, Phase II Sector "D" Resurvey No. 1 recorded in Map Book 48, Page 59 as Instrument No. 20171004000362150, said Probate Office, on October 4, 2017.
- 12. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated September 11, 2015, recorded in Instrument No. 20150060000350460 said Probate Office on October 6, 2015.
- 13. Reservation of minerals and mineral rights in favor of SB Dev. Corp., an Alabama corporation, as set forth in Statutory Warranty Deed from Riverwoods Properties, LLC, an Alabama limited liability company, dated November 13, 2015, recorded as Instrument No. 20151119000399920 in said Probate Office on November 19, 2015.

#### 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	SB Dev. Corp.		's Name Address	Robson Eli Strobel
Property Address	622 Riverwoods Landing Helena, AL 35080	Actual V	rchase Price Or	August 26, 2019 \$470,000.00 \$ se \$
	rice or actual value claimed of ecordation of documentary ex			following documentary evidence:
Bill of S Sales Co		Appraisal Other:		
Closing S	Statement			
	ce document presented for restrictions for set of the second seco	cordation contains all	of the requi	red information referenced above
		Instructions		
	and mailing address - provid t mailing address.	e the name of the perso	on or persor	ns conveying interest to property
Grantee's name being conveyed	$\overline{}$	le the name of the perso	on or person	ns to whom interest to property is
	s - the physical address of the other of the property was conveyed.		yed, if avai	lable. Date of Sale - the date on
	price - the total amount paid e instrument offered for recor		property, b	oth real and personal, being
conveyed by the		d. This may be eviden		ooth real and personal, being ppraisal conducted by a licensed
current use valu	ation, of the property as deter y for property tax purposes w	rmined by the local off	icial charge	of fair market value, excluding ed with the responsibility of e penalized pursuant to Code of
accurate. I furth	est of my knowledge and belier understand that any false set of Code of Alabama 1975	tatements claimed on t		in this document is true and ay result in the imposition of the
Date	Print		BESTERRE FEOR PERSON STATE STATE STATE STATE STATE OF THE STATE ST	
Unatteste	ed	Sign		
Fi On	led and Recorded (verified by)  fficial Public Records  dge of Probate, Shelby County Alabama, County		rantor Grante	ee/ Owner/Agent) circle one

Form RT-1

Clerk

Shelby County, AL 08/28/2019 03:41:39 PM S74.00 CHERRY

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