

This Instrument Prepared by:

SEND TAX NOTICE TO:

Jack R. Thompson, Jr.  
Law Office of Jack R. Thompson, Jr. LLC  
416 Yorkshire Drive  
Birmingham, AL 35209  
FILE NO. ATB2246

184 Stonegate Dr  
Birmingham AL 35242

[Space Above This Line for Recording Data]

**WARRANTY DEED**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**KNOW BY ALL MEN THESE PRESENTS:**

That in consideration of **Three Hundred Fifty-five Thousand and 00/100 Dollars (\$355,000.00)** the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged. I or we, **Danny J. Coshatt, a married man) d/b/a as Coshatt Properties, an Alabama Company** whose mailing address is: 4940 Coshatt Dr Birmingham AL 35244 (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Sunset Properties, LLC, an Alabama limited liability company** whose mailing address 184 Stonegate Dr Birmingham AL 35242 (herein referred to as grantees), the following described real estate, situated in **Shelby County, Alabama**, having a property address of 7059 Meadowlark Lane, Birmingham, AL 35242

SEE EXHIBIT A

Subject to ad valorem taxes for the current year, and subsequent years.  
Subject to restrictions, reservations, conditions, and easement of record  
Subject to 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 subject property.

This does not constitute the homestead property of grantor or his spouse

Provided that Grantee agrees for itself and on behalf of Grantee's successors and assigns that for a period of ninety-nine (99) years from the date of this deed, Grantee will not (a) manufacture or produce or offer for sale any precast pipe, in any form, (b) manufacture or produce or offer for sale any ready-mix concrete in any form (c) or lease the Property in whole or in part or otherwise grant or demise an interest in the Property for the above-described manufacture or storage, without the prior written consent of Grantor. Breach of this provision would cause irreparable harm to Grantor, therefore Grantor shall be entitled to immediate injunctive relief.

There is further excepted from this Deed and the warranty contained herein, and Grantor hereby reserves unto itself, its successors and assigns, in addition to all presently outstanding mineral interests, all the oil, gas, sulphur, salt, sand and gravel, limestone and minerals, both hydrocarbon and non-hydrocarbon, of every kind of character, in, on and under the Property. Grantor hereby waives its rights to ingress and egress to and from the Property for the purpose of exploring for and producing said minerals and materials, and Grantor also hereby waives the right to use the surface of the Property, and agrees that without Grantee's prior written consent, which may be granted or withheld in Grantee's

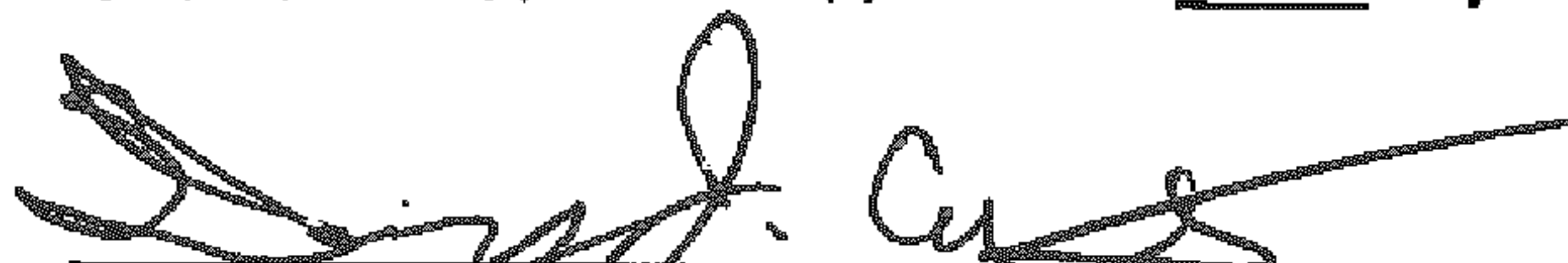
sole discretion, Grantor shall be prohibited from taking, or having taken, any action in connection with Grantor's rights under the reservation herein which would damage, interfere, or result in improvements or alterations to Grantee's improvements or operation on the Property.

SUBJECT FURTHER TO:

(1) All legal highways and to easements, restrictions and reservations of record; (2) such facts as an accurate survey and inspection of the Premises would disclose; (3) taxes for the current year not yet due and payable; and (4) the restriction that no quarry shall be conducted thereon.

**To Have and To Hold** to the said grantee, their heirs, and assigns forever. I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantees, their heirs and assigns forever, against the lawful claims of all person

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 17<sup>th</sup> day of MARCH, 2021.

  
\_\_\_\_\_  
Danny J. Coshatt  
Coshatt Properties, an Alabama Company

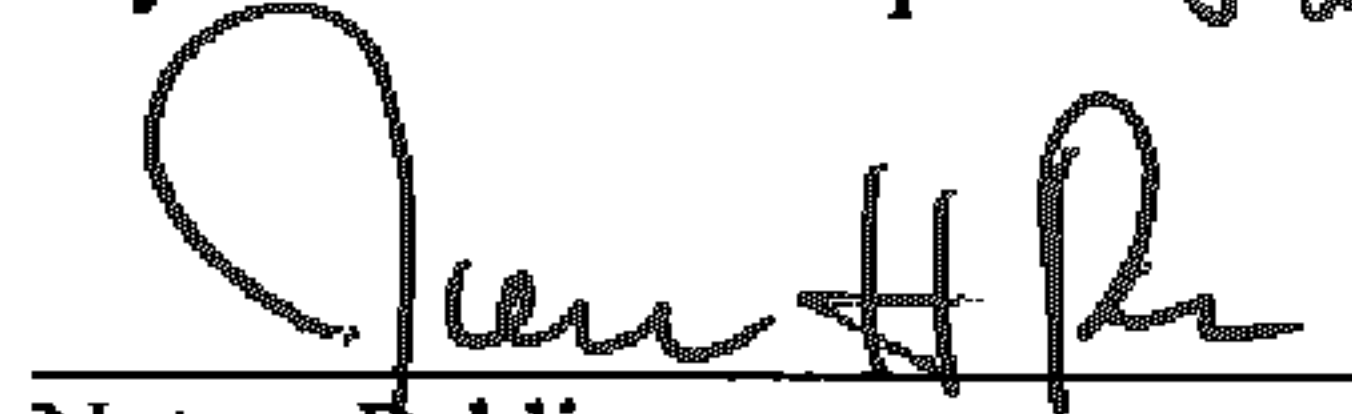
STATE OF ALABAMA

Alabama County ss:

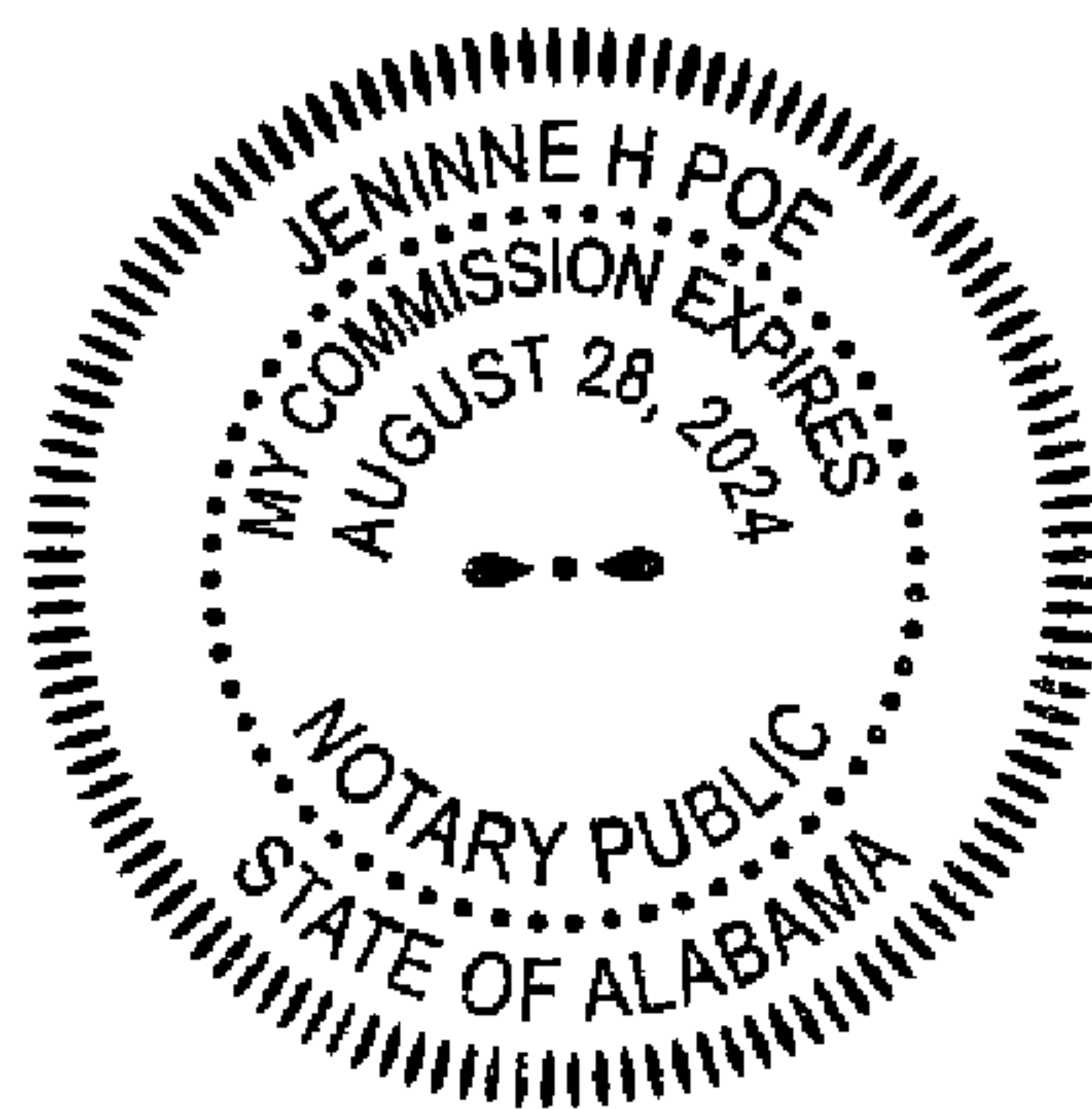
I, Jeninne H Poe, a Notary Public in and for said county in said state, hereby certify that **Danny J. Coshatt d/b/a Coshatt Properties, an Alabama Company** whose name is (are) signed to the foregoing conveyance and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he individually and as sole proprietor, executed the same voluntarily and with full authority.

WITNESS my hand and official seal in the county and state aforesaid this the 17<sup>th</sup> day of March, 2021

My Commission Expires: 8-28-2024

  
\_\_\_\_\_  
Notary Public

(S E A L)



## EXHIBIT A

### Parcel I

Tract 7, of Jessica Ingram Survey, as recorded in Map Book 3, at Page 54, in the Office of the judge of Probate of Shelby County, Alabama: being situated in Shelby County, Alabama.

### LESS AND EXCEPT:

A portion of Tract 7, of the Jessica Ingram Survey, as recorded in Map Book e Page 54 in the Office of Probate Judge of Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Lot 7 and run in an Easterly direction along the North line of said Lot 7 a distance of 557.40 feet to a point; thence turn a left interior angle of 92 deg. 54 min. 42 sec. and run parallel to the West line of said Lot 7 a distance of 135.27 feet to a point; thence turn a left interior angle of 87 deg. 04 min. 26 sec. and run parallel to the South line of said Lot 7 a distance of 557.41 feet to a point on the West line of said Lot 7; thence turn a left interior angle of 92 deg. 55 min. 34 sec. and run along the West line of said Lot 7 a distance of 135.13 feet to the point of beginning, making a closing left interior angle of the first described course of 87 deg. 05 min. 18 sec.; being situated in Shelby County, Alabama.

### Parcel II

ALSO, a parcel of land 30 feet wide to be used as an access easement, described as follows: Commence at the Southwest corner of said Lot 7, and run in a Northerly direction along the West line of said Lot 7 a distance of 30.04 feet to the Southwest corner of the above described parcel of land; thence turn a left interior angle of 87 deg. 04 min. 26 sec. and run along the South line of the above described parcel of land a distance of 557.41 feet to the Southeast corner of said described parcel; thence turn a left interior angle of 92 deg. 55 min. 34 sec. and run a distance of 30.04 feet to point on the South line of said Lot 7; thence turn a left interior angle of 87 deg. 04 min. 26 sec. and run along the South line of said Lot 7 a distance of 557.41 feet to the point of beginning of the herein described 30 foot wide access easement making a closing left interior angle of 92 deg. 55 min. 34 se. being situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/23/2021 12:16:29 PM  
\$383.00 CHERRY  
20210323000145730

*Allison Bezel*