

THIS INSTRUMENT PREPARED BY:  
**TITLE NOT EXAMINED OR REVIEWED**

SEND TAX NOTICE TO:

Stephen R. Monk, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203

Clayton Properties Group, Inc.  
3112 Blue Lake Drive, Suite 100  
Birmingham, Alabama 35242

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                )

**STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 6<sup>th</sup> day of November, 2025 by **RIVERWOODS PROPERTIES, LLC**, an Alabama limited liability company (by virtue of Articles of Amendment to the Articles of Organization of River Oaks Properties, LLC filed on December 28, 2000 at Inst.# 200015/0046 in the Office of the Judge of Probate of Jefferson County, Alabama) ("Grantor"), in favor of **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation ("Grantee").

**Article I**  
**Conveyance**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of (a) the sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)(the "Initial Purchase Price"), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and (b) the payment of the Additional Purchase Price, as hereinafter defined, which Grantee covenants and agrees to pay to Grantor as provided below, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference, **MINING AND MINERAL RIGHTS EXCEPTED.**

Grantor does hereby RESERVE AND EXCEPT from this conveyance, for Grantor and its successors and assigns, all Minerals and Mining Rights, as such terms are hereinafter defined, in, on, under or upon the Property, subject, however, to the limitations and restrictions set forth below. As used herein, the term "Minerals" shall mean and refer to all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under the Property, including water associated with the production of coal bed methane gas situated in, on, under or upon that portion of the Property. As used herein, the term "Mining Rights" shall mean and refer to the right to explore for, to drill for, to mine, to produce and to remove any Minerals from the Property; provided, however, that the exercise of the Mining Rights reserved herein shall not be exercised by Grantor or any of its successors and assigns in a manner which would disturb the surface of the Property or any buildings, improvements or structures located on the Property with gas wells, roads, pipelines, pumping or collection facilities or any other above-ground facilities or improvements.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.
2. All easements, restrictions, rights-of-way, reservations, building setback lines and other

matters of record, including, specifically, but without limitation, all of the terms and provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 12, 2002, and recorded as Instrument No. 20070917000435160 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

3. The Minerals and Mining Rights hereinabove reserved by Grantor.
4. Mining and mineral rights not owned by Grantor.
5. Government actions, including zoning ordinances and restrictions and building and use restrictions, including variances.
6. All matters which a current and accurate survey and a physical inspection of the Property would reveal; and
7. All riparian rights, if any, including rights of federal or state government in all navigable waters on or abutting the Property;
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records, including but not limited to those rights as recorded in Book 4 Page 60, Real 112, Page 876 and corrected by Real 328, Page 1 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") and as set forth in that certain Deferred Interest Agreement of record in Real Book 247, Page 599 and amended in Real Book 247, Page 636 in said Probate Office, as affected by the Quit Claim Deed from CSX Transportation, Inc.. to River Oaks Properties, LLC as recorded in Inst. # 2000-31941 in the Probate Office.
9. Covenants, restrictions, easements, rights of way and building set back lines as shown on the Survey of Riverwoods Commercial- Phase II, as recorded in Map Book 39, Page 107, in the Probate Office.
10. Riverwoods Covenants, conditions and Restrictions recorded in Instrument No. 20061025000526430 in the Probate Office.
11. Memorandum of Oil and Gas Lease between Total Minatone Corporation and Cabot Oil & Gas Corporation, dated August 8, 1991, in Real 370, Page 923 in the Probate Office.
12. Railroad Right of Way as set out in DT Page 655 and Deed Book 11, Page 344 in the Probate Office.
13. Railroad Right of Way as set out in Deed Book 311, Pages 301 and 297 in the Probate Office.
14. Release(s) of damages as set out instrument(s) recorded in Inst.# 2000-31940 & 31941 as corrected in Inst # 2000-36466 in the Probate Office.

15. Unrecorded Lease agreement dated 12-01-1992 between Western Pocahontas Properties and Daniel Johns and assigned to River Oaks Properties LLC as referred to in 2000-36466 in the Probate Office.
16. Easement distribution facilities in favor of Alabama Power Company recorded in Instrument No. 20071114000521980 and Instrument No. 20071114000522010 in the Probate Office.
17. Right-of-Way to Southern Natural Gas as recorded in Deed Book 213, Page 682 and Supplement recorded in Instrument No. 2001-54741 in the Probate Office.
18. Less and except any portion obtained by or conveyed to Alabama Power Company by and through condemnation proceedings filed in Case No. 27-254 and Case No. 28-57 in the Probate Office.
19. Sewer Service Agreement by and between Western Pocahontas Properties Limited Partnership, City of Helena, Alabama, and The Utilities Board of the City Of Helena dated November 22, 1999, as Assigned to River Oaks Properties, LLC by the Assignment of Sewer Service Agreement recorded in Instrument # 1999-47715 in the Probate Office.
20. Title to any portion of the land below the normal high water level and rights of the public and others entitled thereto in and to the use of that portion of the described premises within the bounds of the Cahaba River.
21. All of the remaining terms and provisions of this Deed.

**Article II**  
**Additional Purchase Price**

- (a) As used herein, the following terms shall have the meanings set forth below:

“**Additional Purchase Price**” means an amount equal to the sum of one percent (1%) of the Base Purchase Price paid to Grantee or any of its successors and assigns at the closing of the sale of a Completed Dwelling on the Lot to the First Purchaser. Notwithstanding anything provided in this Deed to the contrary, the maximum amount of the Additional Purchase Price (and the maximum amount secured by the hereinafter retained vendor’s lien on the Lot) shall not exceed the sum of \$6,000.00 per Lot).

“**Base Purchase Price**” means the total, gross amount payable by the First Purchaser to Grantee, or any of its successors and assigns, for a Completed Dwelling on any Lot **excluding** all upgrades, add-ons, extras and Lot premiums, if any.

“**Completed Dwelling**” means a single-family residential home which has been constructed and completed on each Lot in accordance with the plans and specifications therefore approved by the ARC under the Declaration.

“**Declaration**” means the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 12, 2002, and recorded as Instrument No. 20070917000435160 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

“**First Purchaser**” means any independent third party purchaser who is not related to or affiliated with Grantee who is purchasing each Lot and the Completed Dwelling thereon.

“Lot” means each of the thirty (30) single family lots reflected on the Preliminary Subdivision Plat of the Property entitled “Riverwood’s Addition to Helena Plat No.1” approved by the Planning and Zoning Commission of the City of Helena, Alabama on August 21, 2025.

(b) In addition to the Initial Purchase Price paid contemporaneously herewith to Grantor, Grantee, for itself and its successors and assigns, covenants and agrees to pay to Grantor the Additional Purchase Price at the time of closing the sale by Grantee or any of its successors and assigns of each Lot and a Completed Dwelling thereon to the First Purchaser. **The obligations set forth herein shall be binding upon Grantee, its successors and assigns, and shall be deemed to be, and hereby are, secured by a vendor’s lien on each of the Lots which is hereby retained by Grantor and will only be satisfied and released upon the payment to Grantor of the Additional Purchase Price. Upon the payment in full of the Additional Purchase Price, Grantor agrees to release its vendor’s lien on the applicable Lot and acknowledge receipt and payment in full of the Additional Purchase Price for such Lot and the Completed Dwelling thereon. All costs and expenses incurred by Grantor in enforcing the foregoing obligations and its vendor’s lien on each of the Lots, including reasonable attorneys’ fees and expenses, shall be payable by Grantee in addition to the payment of the Additional Purchase Price.**

### **Article III** **Acknowledgments of Grantee**

Grantee, by acceptance of this deed, acknowledges, covenants and agrees, for itself and its successors and assigns, that:

(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property;

(b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property 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 Property;

(c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;

(d) Grantee hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, members, managers and the officers, directors and shareholders of the manager of Grantee, and all Affiliates and mortgagees of Grantor and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, 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 Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any Affiliates thereof;**

**(e) The Property is subject to all of the terms and provisions of the Declaration, the Architectural Standards, as defined in the Declaration, and any rules and regulations adopted from time to time by the Association, as defined in the Declaration (collectively, as the same may be amended from time to time, the "Riverwoods Documents"). Grantee acknowledges receipt of a copy of the Riverwoods Documents and agrees to be bound by all of the terms and provisions of the Riverwoods Documents, a copy of which is available from the City.**

**(f) As provided in the Declaration, each Owner (which includes Grantee) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments against the Property, which Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration.**

**(g) Grantee shall be bound by and agrees to fully perform and observe all of the requirements set forth in the Architectural Standards, as defined in the Declaration, and all construction guidelines and standards adopted from time to time by the ARC, as defined in the Declaration, as part of the Architectural Standards.**

**(h) Grantee accepts the physical and environmental condition of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and hereby releases Grantor for any liability of any nature arising from or in connection with the physical or environmental condition of the Property.**

**TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.**

[The remainder of this page has been intentionally left blank]

Pursuant to the provisions of Ala. Code § 40-22-1 (1976), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Address:  
Riverwoods Properties, LLC  
P.O. Box 254  
Helena, Alabama 35080

Grantee's Name and Address:  
Clayton Properties Group, Inc.  
3111 Timberlake Drive  
Birmingham, AL 35243  
Attention: Mr. Brooks Harris

Property Address: None; see Exhibit A  
Date of Sale: November 14, 2025

Total Purchase Price \$1,500,000.00  
The Purchase Price can be verified in the Sales Contract.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.


**RIVERWOODS PROPERTIES, LLC**, an  
Alabama limited liability company

By:   
Philip S. Zettler, Its Manager

STATE OF ALABAMA            )  
  :  
COUNTY OF SHELBY         )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Philip S. Zettler whose name as Manager of RIVERWOODS PROPERTIES, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily on the day the same bears date for and as the act of the aforesaid limited liability company.

Given under my hand and official seal, this the 16th day of November, 2025.

  
Notary Public  
My Commission Expires: 11/9/2025



**Exhibit A to Deed**

**Legal Description of Property**

Lots 4 through 10, inclusive, according to the Final Plat of Riverwoods, Commercial-Phase II, as recorded in Map Book 39, Page 107, in the Office of Judge of Probate of Shelby County, Alabama.



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/17/2025 01:05:28 PM  
\$1540.00 JOANN  
20251117000351460**

*Allie S. Bayl*