

This instrument was prepared by:
Sylvia M. Perdue
3201 Lorna Road
Birmingham, Alabama 35216

9569W
SCA

Warranty Deed

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifty Thousand and no/100 (\$50,000.00) -----DOLLARS,

to the undersigned grantor,
WEATHERLY INVESTMENT PARTNERSHIP
An Alabama General Partnership

(herein referred to as **GRANTOR**) in hand paid by the grantee herein, the receipt of which is hereby acknowledged the said **GRANTOR** does by these presents, grant, bargain, sell and convey unto

A. E. FLEET d/b/a TUCANA ENTERPRISES

(herein referred to as **GRANTEE**, whether one or more), the following described real estate, situated in

Lot 114, according to the Survey of Weatherly, Windsor Sector 8,
as recorded in Map Book 16, Page 110, in the Probate Office
of Shelby County, Alabama.

The above lot is conveyed subject to all easements, restrictions, covenants
and rights of ways of record and Exhibit "A" attached and hereunto made a part
of this conveyance.

Grantee's Address: 1661 Patton Chapel Road
Birmingham, Alabama 35226

TO HAVE AND TO HOLD, To the said **GRANTEE**, his, her or their heirs and assigns forever.

And said **GRANTOR** does for itself, its successors and assigns, covenant with said **GRANTEE**, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to be said **GRANTEE**, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said **GRANTOR** by its General Partner who is authorized to execute this conveyance, hereto set its signature and seal, this the 9th day of December, 1993.

WEATHERLY INVESTMENT PARTNERSHIP
An Alabama General Partnership

By: Donald R. Slatton
DONALD R. SLATTON
Executive Vice President of Awtrey-Johnson
Development Corporation, Managing Partner

Inst # 1993-41038
12/22/1993-41038
08:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, a Notary Public in and for said County, in said State, hereby certify that **Donald R. Slatton**, Executive Vice President of Awtrey-Johnson Development Corporation, whose name as Managing Partner for Weatherly Investment Partnership is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day 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 Partnership.

Given under my hand and official seal, this the 9th day of December, 1993.

Kerry Russell
Notary Public

Land Title

1993-41038

EXHIBIT "A"

COVENANT FOR STORM WATER RUNOFF CONTROL

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures necessary to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed.

Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water runoff and to comply with all city, county and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act.

Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff.

Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein


(Grantee signature)

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