

This instrument was prepared by:  
Kelly Reid-Bailless  
5330 Stadium Trace Parkway  
Birmingham, Alabama 35244

Warranty Deed

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Sixty-Eight Thousand, five hundred and no/100 (\$68,500)\_\_\_ 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

NEW HOPE BUILDERS, INC.

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

Shelby County, Alabama to wit:

Lot 107, Weatherly Oxford Sector 10, as recorded in Map Book 19, Page 38, in the Probate Office of Shelby County.

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 understands and acknowledges that a privately owned and maintained road known as of the date of this instrument, as Oxford Cove has been created, and given an easement in perpetuity by the Grantor as evidenced by its delineation and recording on the map of Oxford Sector recorded in Map Book 19, Page 38, by the Judge of Probate, Shelby County, Alabama.

Grantee's Address: 3152 Bradford Place  
Birmingham, Alabama 35242

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SHELBY COUNTY JUDGE OF PROBATE  
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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 MANAGING GENERAL PARTNER, AWTRY-JOHNSON DEVELOPMENT CORPORATION, who is authorized to execute this conveyance, hereto set its signature and seal, this the 15th day of June, 1995.

WEATHERLY INVESTMENT PARTNERSHIP  
an ALABAMA GENERAL PARTNERSHIP

BY: Donald R. Slatton  
DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT  
AWTRY - JOHNSON DEVELOPMENT CORPORATION

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that DONALD R. SLATTON whose name as EXECUTIVE VICE PRESIDENT of Awtry-Johnson Development Corporation, Managing Partner, 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.

Given under my hand and official seal, this the 15th day of June, 1995.\*

My Commission Exp: 12-1-98  
Form ALA-32(Rev.12-74)

Sybil M. Perdue  
Notary Public

Inst # 1995-16364

## EXHIBIT "A"

### COVENANT FOR STORM WATER RUN-OFF 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 the boundaries of the lot herein conveyed. Grantee further covenants to exercise best Management Practices (BMPs) for control of pollutants in storm water run-off 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 situation in storm water run-off. 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 10 days after receipt of written demand. The foregoing shall be and is a 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:

NEW HOPE BUILDERS, INC.  
By: [Signature]  
President

Inst # 1995-16364

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