

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
D.R. HORTON, INC. -
BIRMINGHAM

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$165,500.00) and other good and valuable consideration, paid to the undersigned grantor, **BRYNLEIGH ESTATES DEVELOPMENT CO., INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **BRYNLEIGH ESTATES DEVELOPMENT CO., INC.** (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **D.R. HORTON, INC. - BIRMINGHAM** (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lots 1, 18, 20, 21, 22 and 23, according to the Survey of Brynleigh Estates, Givianpour's Addition to Double Mountain, as recorded in Map Book 19, Page 139, in the Probate Office of Shelby County, Alabama.
Mineral and mining rights excepted.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants of Brynleigh Estates, (ii) the lien of ad valorem and similar taxes for 1996 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells, or buried tanks and other objects, soils conditions; utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor 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 injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant

David Ham

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 the Grantee.

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures 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 (BMP's) for control of pollutants in storm water runoff and to comply with all city 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, subcontractors 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 guarantee 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.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Brynleigh Estates Development Co., Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 4th day of **December, 1995**.

GRANTOR:

BRYNLEIGH ESTATES DEVELOPMENT
CO., INC.

BY: Charles S. Givianpour
ITS: **President**

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **Charles S. Givianpour** whose name as **President** of Brynleigh Estates Development Co., Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

4th Given under my hand and office seal of office this the 4th day of **December, 1995**.

Notary Public
My Commission Expires: 5/29/99

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, its successors and assigns, hereby agree and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.

D.R. HORTON, INC. - BIRMINGHAM

By: Dwight A. Sandlin
Its PRESIDENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dwight A. Sandlin whose name as PRESIDENT of D.R. HORTON, INC. - BIRMINGHAM, an Alabama corporation, 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/she, in capacity as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of December, 1995.

Brenda L. Wilson
Notary Public
My Commission expires: 4-28-96

* 1995-36532

12/21/1995-36532
09:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 179.00