

Send Tax Notice To:  
Crystal Tree I Limited Partnership  
c/o Arruth Associates, Inc.  
5718 Westheimer  
Suite 2100  
Houston, TX 77057

STATE OF ALABAMA )  
SHELBY COUNTY )

## WARRANTY DEED

THIS IS A WARRANTY DEED executed and delivered this 5<sup>th</sup> day of October, 1995, by:

(i) **SERENE K. BATEH**, as the remaining sole Executor and Trustee of the **Estate of Joseph Bateh, Jr.**, Jefferson County Probate Case No. 23179 (Bessemer Division); and

(ii) **NAJWA S. BATEH**, individually, and as Executrix of the **Estate of Alfred J. Bateh**, Jefferson County Probate Case No. 144349, and **NAJWA S. BATEH, DAWN BATEH and FUAD BATEH**, as Co-Trustees of the Trust created by the **Will of Alfred J. Bateh** (hereinafter collectively referred to as the "Grantors");

to **CRYSTAL TREE I LIMITED PARTNERSHIP**, a Texas limited partnership (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Fifty Thousand and 00/100 Dollars (\$50,000.00) paid by the Grantee to the Grantors, the Grantors do by these presents grant, bargain, sell and convey unto the Grantee the real estate situated in Shelby County, Alabama, more particularly described on **Exhibit A** attached hereto (the "Subject Property"),

TOGETHER WITH all appurtenances thereto belonging or in any way appertaining and all right, title and interest of Grantors in and to any and all roads, alleys and ways bounding said premises.

This conveyance is subject to the following:

1. Taxes due in year 1995;
2. Easement to South Central Bell as shown by instrument recorded in Deed 345, page 388 in the Probate Office of Shelby County;
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 121, page 414 in the Probate Office of Shelby County; and
4. The restrictive covenants contained in **Exhibit B** attached hereto and incorporated herein by reference.

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

And said Grantors do for themselves, their heirs, executors, successors and assigns, covenant with said Grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, except as noted above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their heirs, executors, successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

*Berkowitz*

Inst # 1996-01648

01/17/1996-01648  
12:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 MCD 74.00

This instrument is executed by the undersigned solely in their representative capacities named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in their individual capacities, and the undersigned expressly limit their liability hereunder to the property now or hereafter held by them in the representative capacities named.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals this 5 day of October, 1995.

Cathy D. McLean  
7-31-97

Serene Bateh  
**SERENE BATEH, as the remaining  
sole Executor and Trustee of the  
Estate of Joseph Bateh, Jr.,  
Deceased**

Andrea H. Bernhard  
12-27-98

Najwa Bateh  
**NAJWA BATEH, individually, and  
as Executrix of the Estate of Alfred  
J. Bateh, Deceased**

Najwa Bateh  
**NAJWA BATEH, as Co-Trustee of  
the Trust created by the Will of  
Alfred J. Bateh, Deceased**

Dawn Bateh  
**DAWN BATEH, as Co-Trustee of  
the Trust created by the Will of  
Alfred J. Bateh, Deceased**

Connie S. McVay  
10/11/95

Fuad Bateh  
**FUAD BATEH, as Co-Trustee of the  
Trust created by the Will of Alfred  
J. Bateh, Deceased**

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Serene Bateh**, whose name as **the remaining sole Executor and Trustee of the Estate of Joseph Bateh, Jr.** is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in such capacity on the day the same bears date.

Given under my hand and official seal this the 9<sup>th</sup> day of October, 1995.

Cathy D. McLean  
Notary Public

My Commission Expires: 7-31-97

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Najwa Bateh**, whose name **individually, and as Executrix of the Estate of Alfred J. Bateh** is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in such capacity on the day the same bears date.

Given under my hand and official seal this the 5 day of October, 1995.

Andrea H. Beardsford  
Notary Public

My Commission Expires: 12-31-98

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Najwa Bateh**, whose name as **Co-Trustee of the Trust created by the Will of Alfred J. Bateh** is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in such capacity on the day the same bears date.

Given under my hand and official seal this the 5 day of October, 1995.

Andrea H. Beardsford  
Notary Public

My Commission Expires: 12/31/98

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Dawn Bateh**, whose name as **Co-Trustee of the Trust created by the Will of Alfred J. Bateh** is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in such capacity on the day the same bears date.

Given under my hand and official seal this the 5 day of October, 1995.

Andrea H. Beaubien  
Notary Public

My Commission Expires: 12-27-98

DISTRICT OF COLUMBIA )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Fuad Bateh**, whose name as **Co-Trustee of the Trust created by the Will of Alfred J. Bateh** is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in such capacity on the day the same bears date.

Given under my hand and official seal this the 11 day of October, 1995.

Conn S. McKey  
Notary Public

My Commission Expires: 1/1/98

THIS INSTRUMENT PREPARED BY:

Chervis Isom  
Berkowitz, Lefkovits, Isom & Kushner  
A Professional Corporation  
1600 SouthTrust Tower  
Birmingham, Alabama 35203

## EXHIBIT A

### Legal Description

A parcel of land situated in the N.E. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the N.E. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run in an Easterly direction along the South line of said 1/4-1/4 section a distance of 907.79 feet, more or less, to the Southwesterly right-of-way line of Cahaba Beach Road; thence  $159^{\circ}31'46''$  to the left in a Northwesterly direction along the Southwesterly right-of-way line of said road a distance of 142.98 feet, more or less, to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence  $20^{\circ}28'14''$  to the left in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 565.77 feet, more or less, to a point; thence  $90^{\circ}00'$  to the right in a Northerly direction a distance of 10.00 feet to a point on a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence  $90^{\circ}00'$  to the left in a Westerly direction along a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 150.00 feet to a point; thence  $90^{\circ}00'$  to the left in a Southerly direction a distance of 10.00 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence  $90^{\circ}00'$  to the right in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 60.00 feet to a point on the West line of said 1/4-1/4 section; thence left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING.

*Majwa S. Baker*

## EXHIBIT B

### Covenants and Restrictions

To that certain Warranty Deed by and between Serene K. Bateh, Najwa S. Bateh and Crystal Tree I Limited Partnership.

Grantors own a tract of land of which the Subject Property constitutes a small strip. After the conveyance of the Subject Property, the Grantors shall continue to own the "Grantors' Remaining Property" situated adjacent to the Subject Property. Grantee is the owner of a tract of land ("Grantee's Property") situated adjacent to the westerly end of the Subject Property. It is intended that the Subject Property afford ingress and egress to and from Grantee's Property to Cahaba Beach Road. Accordingly, the following restrictive covenants shall apply to the Subject Property:

- (a) The Subject Property may be improved only as a roadway for ingress and egress to and from Cahaba Beach Road to the Grantee's Property, for installation of utilities and for signage at the entrance of Cahaba Beach Road. Such improvements shall also include the right to fence the roadway and to install an access and security gate.
- (b) No party may be granted use of the roadway except for Grantee, as owner of the Grantee's Property, its successors and assigns, and its employees, contractors, tenants, agents and family members and guests of Tenants, and the Water Works Board of the City of Birmingham, as well as public and emergency vehicles. It is intended that the roadway will be an appurtenance of the Grantee's Property.
- (c) Grantors reserve the right for themselves and their family members, executors, heirs and to any single family residence which fronts on the roadway to use the roadway. Access to the roadway will not be permitted for any multi-family, commercial or other use conducted on the remaining property owned by the Grantors. If Grantee places a lock on the gate at the entry to Cahaba Beach Road, a key to the lock will be delivered to Grantors.
- (d) The covenants contained in paragraphs (a), (b) and (c) above shall remain in effect for a period of forty (40) years or until the Subject Property is no longer used for roadway purposes or until the then owners of the Grantee's Property and the remaining property of Grantors mutually agree.

CRYSTAL TREE I LIMITED PARTNERSHIP

By: CRYSTAL TREE, INC.

By: 

Its: President



## EXHIBIT B

### Covenants and Restrictions

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(d) The covenants contained in paragraphs (a), (b) and (c) above shall remain in effect for a period of forty (40) years or until the Subject Property is no longer used for roadway purposes or until the then owners of the Grantee's Property and the remaining property of Grantors mutually agree.

CRYSTAL TREE I LIMITED PARTNERSHIP

By: CRYSTAL TREE, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*Najwa S. Bateh*

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