

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

Send Tax Notice to:
Eddleman Properties, Inc.
2700 Highway 280 East
Suite 325
Birmingham, Alabama 35223

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of NINETY-ONE THOUSAND FOUR HUNDRED EIGHTY-SIX AND 26/100 DOLLARS (\$91,486.26) and other good and valuable consideration, paid to the undersigned grantor, HIGHLAND LAKES PROPERTIES, LTD., an Alabama Limited Partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said HIGHLAND LAKES PROPERTIES, LTD., an Alabama Limited Partnership, (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama Limited Partnership, (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

EXHIBIT "A" IS ATTACHED HERETO AND MADE A PART
HEREOF.

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 Easements and Master Protective Covenants recorded in Instrument #1994-07111, in the Office of the Judge of Probate of Shelby County, Alabama and all amendments thereto, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 1996 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

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 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.

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

IN WITNESS WHEREOF, Highland Lakes Properties, Ltd., an Alabama Limited Partnership has caused this statutory warranty deed to be executed by its duly authorized officer this 22nd day of February, 1998.

GRANTOR:

HIGHLAND LAKES PROPERTIES, LTD.,
an Alabama Limited Partnership,
EDDLEMAN PROPERTIES, INC., its
General Partner

BY: 

Douglas D. Eddleman
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 Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., General Partner of Highland Lakes Properties, Ltd., 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 acting in its capacity as General Partner as aforesaid.

22nd Given under my hand and office seal of office this the
day of February, 1998.


Notary Public

My Commission Expires: 5-29-99

HIGHLAND LAKES
15TH SECTOR

"EXHIBIT A" RWE
PAGE 1 of 1

Highland Lakes 15th

A parcel of land situated in the South half of Section 9, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Section 9 and run in a northeasterly direction for a distance of 3,117.49 feet to an iron pin found at the point of beginning; said point of beginning being at the Southwest corner of Lot 753 Highland Lakes 7th Sector as recorded in Map Book 20, on Page 58C, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of $76^{\circ}15'01''$ and run in a southeasterly direction along the Southwest line of said Lot 753 for a distance of 174.92 feet to an iron pin found on the Southeast corner of said Lot 753 and also being on the Northwest right-of-way line of Highland Park Drive in said Highland Lakes 7th Sector; thence continue along last stated course for a distance of 60.00 feet to a point being on the Southwest right-of-way line of said Highland Park Drive; thence turn an angle to the left of $90^{\circ}00'00''$ and run in a northeasterly direction along said Southwest right-of-way line for a distance of 13.54 feet to an iron pin found at the Southwest corner of Lot 736 in said Highland Lakes 7th Sector; thence turn an angle to the right of $103^{\circ}45'53''$ and run in a southeasterly direction along the Southwest line of said Lot 736 and Lot 735 in said Highland Lakes 7th Sector for a distance of 323.28 feet to an iron pin found at the Southeast corner of said Lot 735; thence turn an angle to the right of $25^{\circ}02'09''$ and run in a southeasterly direction along the Southwest line of Lots 732 and 731 in said Highland Lakes 7th Sector for a distance of 275.98 feet to a point; thence turn an angle to the right of $15^{\circ}56'00''$ and run in a southeasterly direction for a distance of 118.66 feet to a point; thence turn an angle to the right of $89^{\circ}21'50''$ and run in a southwesterly direction for a distance of 250.00 feet to a point; thence turn an angle to the right of $90^{\circ}00'00''$ and run in a northwesterly direction for a distance of 35.44 feet to a point; thence turn an angle to the left of $90^{\circ}00'00''$ and run in a southwesterly direction for a distance of 160.00 feet to a point; thence turn an angle to the right of $77^{\circ}11'07''$ and run in a northwesterly direction for a distance of 117.63 feet to a point; thence turn an angle to the left of $116^{\circ}53'43''$ and run in a southwesterly direction for a distance of 499.10 feet to a point; thence turn an angle to the right of $90^{\circ}00'00''$ and run in a northwesterly direction for a distance of 220.00 feet to a point; thence turn an angle to the right of $90^{\circ}00'00''$ and run in a northeasterly direction for a distance of 40.00 feet to a point; thence turn an angle to the left of $90^{\circ}00'00''$ and run in a northwesterly direction for a distance of 160.00 feet to a point; thence turn an angle to the left of $34^{\circ}59'48''$ and run in a northwesterly direction for a distance of 227.75 feet to a point; thence turn an angle to the right of $150^{\circ}34'48''$ and run in a northeasterly direction for a distance of 348.63 feet to a point; thence turn an angle to the left of $29^{\circ}36'17''$ and run in a northeasterly direction for a distance of 71.13 feet to a point; thence turn an angle to the right of $35^{\circ}36'24''$ and run in a northeasterly direction for a distance of 93.67 feet to a point; thence turn an angle to the left of $45^{\circ}58'26''$ and run in a northeasterly direction for a distance of 495.49 feet to the point of beginning. Said parcel of land containing 11.84 acres, more or less.

Inst # 1998-07779

03/06/1998-07779
09:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEI. 105.00