

This instrument was prepared by:
Ben Hayley
1116 23rd St. S.
Birmingham, Al. 35205

Send tax notice to:
Scott D.P. Newton
3020 Somerset Trace
Birmingham, Al. 35242

State of Alabama
County of Shelby

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TWO HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 (\$288,900.00) DOLLARS to the undersigned Grantor, **M.A. Frazier Construction, Inc.**, an Alabama Corporation, in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the Grantor does by these presents grant, bargain, sell and convey unto **Scott D.P. Newton and Leesa B. Newton** (hereinafter referred to as Grantees) as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 1206, according to the Survey of Brook Highland, 11th Sector, Phase II, an Eddleman Community, as recorded in Map Book 22, Page 36 A&B in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

\$227,150.00 of the above mentioned purchase price was paid for from a mortgage loan which was closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable October 1, 1999.
- (2) 35 foot building setback line as shown by recorded plat.
- (3) Public utility easement as shown by recorded plat.
- (4) Declaration of Protective Covenants for the "Watershed Property" which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54 in said Probate Office, along with Declaration of Easement and Restrictive Covenants for Lake Use, as recorded in Instrument #1992-20483, in said Probate Office.
- (5) Easement for Sanitary Sewer Lines and Water Lines as recorded in Instrument No. 1994-37062 through 37064, along with a Deed and Bill of Sale recorded in Inst. No. 1994-37059 through 37061, in the Probate Office of Shelby County, Alabama.
- (6) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194, Page 254 in Probate Office along with Articles of Incorporation of Brook Highland Homeowners Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office and Supplemental Protective Covenants of Brook Highland, 11th Sector, as recorded in Inst. No. 1995-01043, and Supplemental Protective Covenants of Brook Highland, 11th Sector, Phase II, as recorded in Instrument No. 1997-06062 in said Probate Office.
- (7) A non-exclusive easement and agreement between Eddleman and Associates and the Water Works and Sewer Board of the City of

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Birmingham dated July 11, 1988 and recorded in Real 194, Page 20 and Real 194, Page 43 in said Probate Office.

(8) Easement and agreements between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and the Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194, Page 1 and Real 194, Page 40 in said Probate Office.

(9) Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.

(10) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in instrument dated April 14, 1987, and recorded in Real 125, page 249 and Real 199, Page 18 in said Probate Office.

(11) Subdivision restrictions shown on recorded plat in Map Book 19, Page 68 providing for construction of single family residences only.

(12) 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 Book 32, Page 48 and Deed Book 121, Page 294, in said Probate Office.

(13) Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.

(14) Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property as shown by survey of subdivision, recorded in Map Book 19, Page 68 in said Probate Office.

(15) The Grantee understands and agrees that the Property will be subject to certain covenants for the benefit of the Water Works and Sewer Board of the City of Birmingham requiring the owners of surrounding property located in the Lake Purdy Watershed to establish and maintain a sedimentation and erosion control plan for storm water drainage on such property and to pay assessments to fund such obligations. Further Grantees understand and agree that Eddleman Properties, Inc. has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include without limitation, the preparation and implementation of a Best Management Practice Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

By its acceptance of this deed, Grantees hereby covenant and agree for themselves and their successors, assigns, licensees, leasees, employees and agents that Eddleman Properties, Inc. shall not be liable for and no action shall be asserted against Eddleman Properties, Inc. 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

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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 Eddleman Properties, Inc. whether contiguous or non-contiguous to the Property. Further, the Grantee, its successors and assigns hereby acknowledges that the Eddleman Properties, Inc. shall not be liable for and no action shall be asserted against Eddleman Properties, Inc. in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantees have inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Eddleman Properties, Inc. shall mean and refer to (i) the partners, agents and employees of Eddleman Properties, Inc. (ii) the officers, directors, employees and agents of general partners of Eddleman Properties, Inc. or partners thereof; (iii) any successors or assigns of Eddleman Properties, Inc.; and (iv) any successors and assigns of Eddleman Properties, Inc.'s interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantees and all persons, firm, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

(16) Any other easements, covenants, restrictions, and conditions of record, if any.

TO HAVE AND TOLD HOLD unto the said Grantees as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this the 3 day of September, 1998.

M.A. FRAZIER CONSTRUCTION, INC.

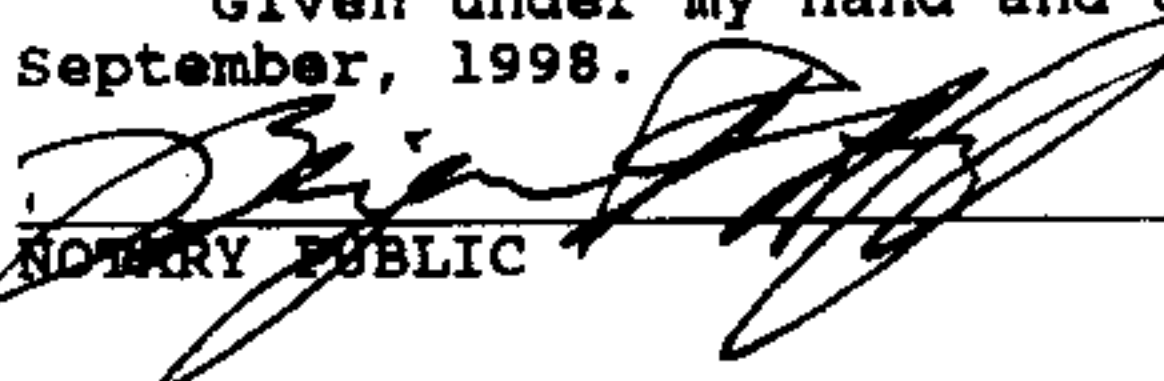
BY:


MICHAEL A. FRAZIER, President

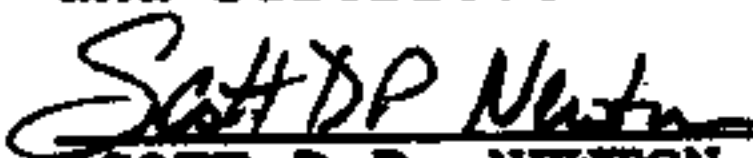
State of Alabama
County of Jefferson

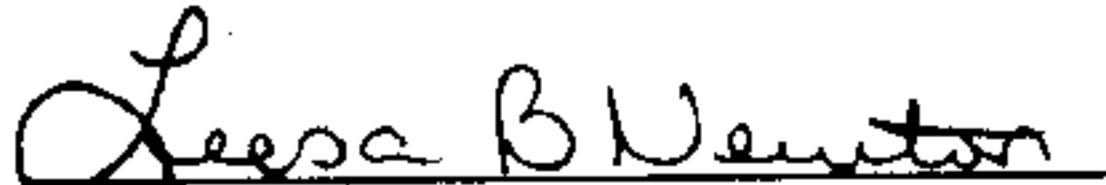
I, the undersigned, a Notary Public in and for said county in said State hereby certify that Michael A. Frazier, whose name as President of M.A. Frazier Construction, Inc., an Alabama Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the above and foregoing conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 3rd day of September, 1998.


NOTARY PUBLIC

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

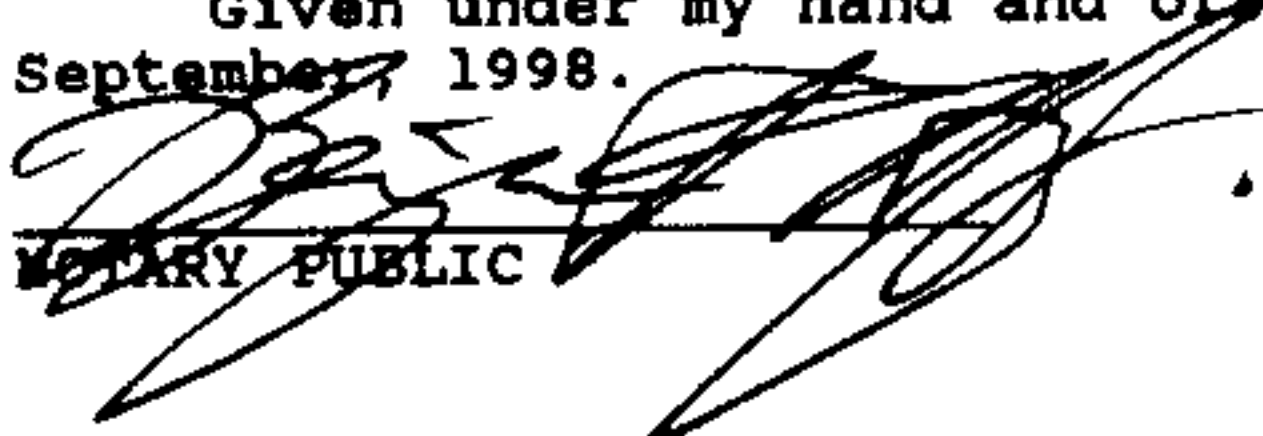

SCOTT D.P. NEWTON


LEESA B. NEWTON

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said county and State hereby certify that Scott D.P. Newton and Leesa B. Newton whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of September, 1998.


NOTARY PUBLIC

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