

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

Send Tax Notice to:  
JON C. MOORE  
B. FRANKLIN KIMBELL, JR.  
WILLIAM B. LOONEY

3815 Timberline Way  
VESTALIA HILLS, AL 35243

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00) and other good and valuable consideration, paid to the undersigned grantor, CSG CONSTRUCTION COMPANY, INC., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said CSG CONSTRUCTION COMPANY, INC. (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto JON C. MOORE, B. FRANKLIN KIMBELL, JR. and WILLIAM B. LOONEY, (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Meadow Brook Professional and Medical Centre, 1st Sector, as recorded in Map Book 17, Page 21, in the Probate Office of Shelby County, Alabama; being situated in 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 recorded in Instrument # 1999-32727, in the Office of the Judge of Probate of Shelby County, Alabama (ii) 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

CLAYTON T. SWEENEY, ATTORNEY AT LAW

08/05/1999-32728  
08:26 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 MMS

Inst. # 1999-32728

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.

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 Grantees, their heirs, successors and assigns forever.

, IN WITNESS WHEREOF, CSG Construction Company, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 3rd day of August, 1999.

GRANTOR:

C S G    C O N S T R U C T I O N  
C O M P A N Y , I N C .


BY: 

Charles S. Givianpour  
ITS: President

STATE OF ALABAMA    )  
COUNTY OF JEFFERSON )


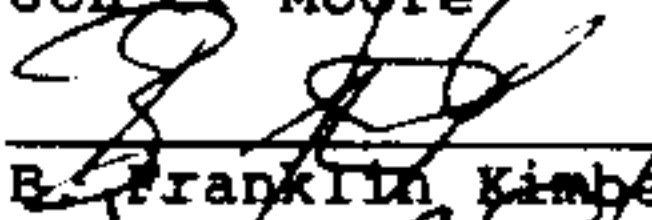
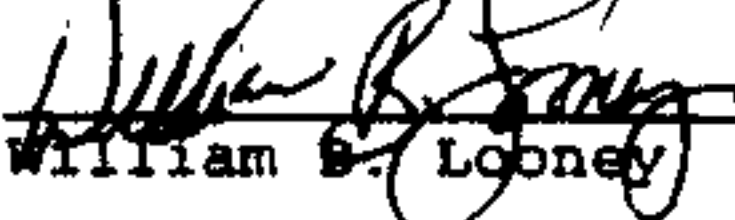
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Charles S. Givianpour, whose name as President of CSG Construction Company, Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents 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.

Given under my hand and office seal of office this the 3rd day of August, 1999.

  
Notary Public

My Commission Expires: 06/05/03


The Grantees execute this deed only to acknowledge and accept, all covenants and restrictions contained hereinabove.

  
Jon C. Moore  
  
B. Franklin Kimbell, Jr.  
  
William B. Looney

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JON C. MOORE, B. FRANKLIN KIMBELL, JR. and WILLIAM B. LOONEY, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of August, 1999.

  
Notary Public  
My Commission expires 6/5/03

Inst # 1999-32728