

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

Send Tax Notice to:
Highland Lakes Residential Assn., Inc.
2700 Highway 280 East
Suite 325
Birmingham, AL 35223

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

1,000.00

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) 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 RESIDENTIAL ASSOCIATION, INC., an Alabama Corporation** (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, REFERRED TO AS HIGHLAND LAKES 8TH SECTOR PARK, ALSO KNOWN AS "BLUE HERON PARK", CONTAINING 1.98 ACRES, MORE OR LESS.

Mineral and mining rights excepted.

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SHELBY COUNTY JUDGE OF PROBATE
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The above property is conveyed subject to:

- (i) All valid and enforceable easements, covenants, conditions and restrictions of record, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 1999 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has 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 Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners 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 Grantee.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 2nd day of September, 1999.

GRANTOR:

HIGHLAND LAKES PROPERTIES, LTD.

an Alabama Limited Partnership

By: 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., an Alabama Corporation, which is General Partner of Highland Lakes Properties, Ltd., an Alabama Limited Partnership, 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 of said limited partnership.

Given under my hand and official seal of office this the 2nd day of September, 1999.


NOTARY PUBLIC

My Commission expires: 6-5-2003

Highland Lakes 8th Sector Park
Also known as "Blue Heron Park"

A parcel of land situated in Section 9, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 9, thence run in an easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance 984.64 feet to a point on the East line of Lot 229 Highland Lakes 2nd Sector as recorded in Map Book 20, on Page 150, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 87°26'09" and run in a southeasterly direction along the East line of said Lot 229 and also along the East line of Lot 228 in said Highland Lakes 2nd Sector for a distance of 54.16 feet to the point of beginning; thence turn an angle to the left of 92°10'17" and run in a northeasterly direction for a distance of 231.68 feet to a point; thence turn an angle to the right of 90°00'00" and run in a southeasterly direction for a distance of 92.52 feet to a point on a curve to the left having a radius of 445.00 feet and a central angle of 28°24'02"; thence run along the arc of said curve in a southeasterly direction for a distance of 220.58 feet to a point; thence turn an angle to the right of 90°00'00" from the tangent of last stated curve and run in a southwesterly direction for a distance of 289.78 feet to a point; thence turn an angle to the right of 127°49'54" and run in a northeasterly direction for a distance of 63.29 feet to a point; thence turn an angle to the left of 15°35'07" and run in a northwesterly direction for a distance of 45.84 feet to a point; thence turn an angle to the right of 7°37'23" and run in a northeasterly direction for a distance of 150.58 feet to a point; thence turn an angle to the left of 58°01'04" and run in a northwesterly direction for a distance of 39.74 feet to a point; thence turn an angle to the left of 64°04'20" and run in a southwesterly direction for a distance of 15.00 feet to a point at the Southeast corner of Lot 227 in said Highland Lakes 2nd Sector; thence turn an angle to the right of 122°47'33" and run in a northwesterly direction along the East line of said Lot 227 and also along the East line of Lot 228 in said Highland Lakes 2nd Sector for a distance of 169.33 feet to the point of beginning. Said parcel containing 1.98 acres more or less.

Inst # 1999-40624

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