

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 LAKE 3, ALSO KNOWN AS "BLUE HERON LAKE", CONTAINING 13.569 ACRES, MORE OR LESS.

Mineral and mining rights excepted.

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.

Inst # 1999-40629

09/29/1999-40629
01:14 PM CERTIFIED

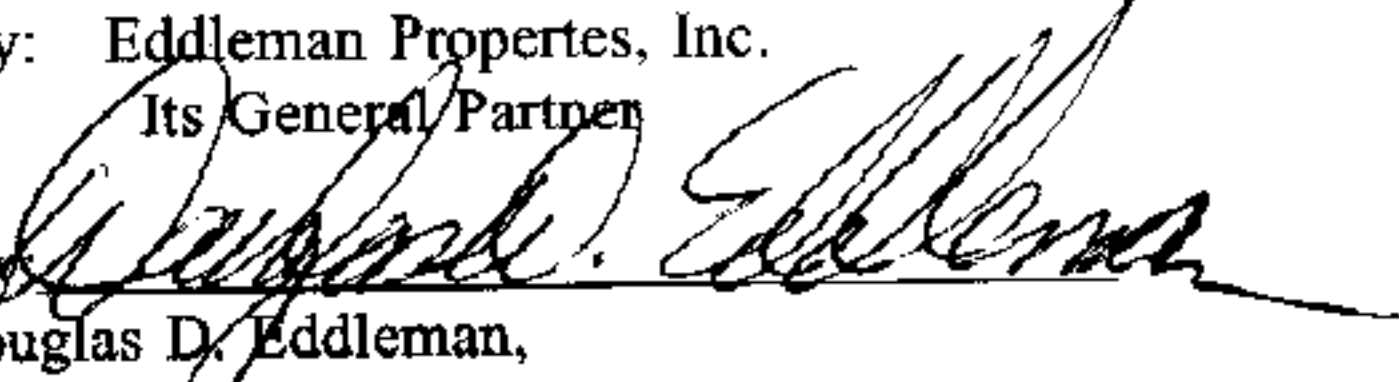
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 14.50

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 6th day of August, 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 6th day of August, 1999.


NOTARY PUBLIC

My Commission expires: 6-5-2003

(12)

DDE

Lake 3: Also known as "Blue Heron Lake"

Commence at a iron locally accepted to be the Northwest corner of said Section 9; thence run South 89 degrees 43 minutes 39 seconds East for a distance of 1,516.64 feet to a point; thence run South 0 degrees 03 minutes 46 seconds East for a distance of 50.58 feet to a point on a curve to the right having a central angle of 13 degrees 56 minutes 52 seconds and a radius of 378.75 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 92.20 feet to a point; thence run South 13 degrees 53 minutes 07 seconds West for a distance of 250.06 feet to a point on a curve to the right having a central angle of 33 degrees 30 minutes 49 seconds and a radius of 302.12 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 176.72 feet to a point; thence run South 47 degrees 23 minutes 56 seconds West for a distance of 211.48 feet to a point on a curve to the left having a central angle of 39 degrees 17 minutes 28 seconds and a radius of 448.99 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 307.90 feet to a point; thence run South 8 degrees 06 minutes 28 seconds West for a distance of 278.65 feet to a point on a curve to the left having a central angle of 14 degrees 40 minutes 22 seconds and a radius of 840.00 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 215.11 feet to a point; thence run South 6 degrees 33 minutes 54 seconds East for a distance of 174.37 feet to a point on a curve to the right having a central angle of 38 degrees 44 minutes 37 seconds and a radius of 320.00 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 216.39 feet to a point; thence run South 32 degrees 10 minutes 44 seconds West for a distance of 125.84 feet to a point on a curve to the left having a central angle of 12 degrees 43 minutes 57 seconds and a radius of 330.00 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 73.33 feet to a point; thence run South 70 degrees 33 minutes 13 seconds East for a distance of 254.16 feet to a point; thence run North 44 degrees 08 minutes 32 seconds East for a distance of 450.28 feet to the 779.00 contour, said contour being the point of beginning of Lake 3; thence run around the 779.00 contour and also around said Lake 3 for a distance of 6,899.92 feet, more or less, to the point of beginning. Said Lake 3 contains 13.569 acres, more or less.

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