## This Form Furnished by



This instrument was prepared by	JEFFERSON TITL. P.O. Box 19481 • Birminghan	E CORPORATION 6, AL 35201 • (205) 528-8020	inst • 1999-48053
Title desirements from \$-0\$			9 <u>/1999-48053</u>
(Name) J. Steven Moble 2126 Morris Ave		201	AA CERTIFIED
(Address) Birmingham, Ala	1		£34 12.88
Corporation Form Warranty Deed	· · · · · · · · · · · · · · · · · · ·	<u> </u>	
STATE OF ALABAMA	·	WALCON ALL MEN BY TU	iper odvernts
COUNTY OF SHELBY	}	KNOW ALL MEN BY TH	tent 4
That in consideration of TWENTY	-TWO THOUSAND AND NO	/100 DOLLARS (\$22,00	00.00)
to the undersigned grantor, MOBL	EY DEVELOPMENT, INC.		a corporation
	r, grant, bargain, sell and co TONE BUILDING COMPAN	Y, INC.	
(herein referred to as GRANTEE,	winether one or more), the	DISTRICT CONTINUES CONTINUES	
Shelby County, Alabama:			
Tocoa Parc - Phase Three, Probate Office of Shelby		ed in Map Book 25, Pag	ge 124, in the
right-of-ways of record is Exhibit "A" attached here mineral and mining rights for the year 1999 which a Subject property is not h	unto and made a part not owned by granto re a lien on the pro	of this conveyance; or; also subject to re operty but not yet due	also subject to eal property taxes and payable.
The entire purchase price simultaneously herewith.	e above was paid by	proceeds of mortgage	loan closed
	;		
i			
TO HAVE AND TO HOLD	To the said GRANTEE.	his, her or their heirs and ass	igns forever.
And said GRANTOR does for assigns, that it is lawfully seized in the sell and convey the same as aforesaid GRANTEE, his, her or their heire in the same as a some sell and convey the same as a soresaid and conve	r itself, its successors and as fee simple of said premises, to id, and that it will, and its sue, executors and assigns fore he said GRANTOR by its	signs, covenant with said GR hat they are free from all encurencessors and assigns shall, war ever, against the lawful claims	ANTEE, his, her or their heirs and imbrances, that it has a good right to rant and defend the same to the said
authorized to execute this conveys	nce, hereto set its signature	and scal,	
this the 23rd day of	November	, 19 <u>99</u> ;	
	:	MOBLEY DEVELOPMEN	NT, INC.
ATTEST:		By Street	Mobiley
	Secretary	STEVEN MOBLEY	President
STATE OF ALABAMA	į	<b>Y</b>	
COUNTY OF SHELBY	·	a Notary Public	in and for said County, in said State
hereby certify that J. Stev	en Mobley		
whose name as	President of Mobiley Da who is known to me, acknow	evelopment, Inc. ledged before me on this day t	hat, being informed of the contents

the 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 23rd

1 .... 3 A 12 (See, 12-74) Cordin Pres

Movember Notary Public

, 19 199

## EXHIBIT "A"

## COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures necessary to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed BMPs for the control of pollutants in storm water run-off.

Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of costs incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and/or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein.

Inst # 1999-48053

11/29/1999-48053 10:33 AM CERTIFIED SHELBY COUNTY JUNCE OF PROMATE 002 CJ1 12.00