

This instrument was prepared by:
(Name) Dixie Walker-Duncan, Realtor
(Address) 2172 Highway 31 S., Pelham
Alabama 35124

Send Tax Notice to:
(Name) Mark E. & Kay S. Brashier
(Address) 6065 Woodvale Drive
Helena, AL 35080

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA
SHELBY COUNTY } **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of Fifty-Nine Thousand Dollars (\$59,000.00) DOLLARS
to the undersigned grantor, H. Walker and Associates, Inc., a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Mark Edwin Brashier and Kay S. Brashier with right to survivorship
(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby
County, Alabama, to-wit:

Parcel I:

Lot 9, according to the survey of Royal Oaks, Eighth Sector, as recorded in Map Book 24 page 113 in the Probated Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II:

AND, a parcel of land being situated in the SW 1/4 of NW 1/4 of Section 2, Township 20 South, Range 3 West, being more particularly described as follows:

Commence at the SE corner of Lot 9, Royal Oaks Eighth Sector as recorded in Map Book 24, Page 113 in the office of the Judge of Probate of Shelby County, Alabama; thence S 78 deg. 43min. 55 sec W a distance of 100.00 feet to the Point of Beginning; thence Continue along last described course a distance of 100.00 feet; thence N 11 deg. 16 min. 7 sec. W a distance of 200.00 feet; thence N 78 deg. 43 min. 53sec. E a distance of 100.00 feet; thence S 11 deg 16 min. 7 sec. E a distance of 200.00 feet to the Point of Beginning.

Subject to easements, setbacks, restrictions and covenants of record.

AND an easement described as Parcel III along with a "Covenant for Storm Water Run-Off Control" attached as Exhibit "A".

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs, devisees, assigns, or its successors and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her, or their heirs, devisees, executor or assigns, or its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances; that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall warrant and defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its _____ President, who is authorized to execute this conveyance, hereto set its signature and seal.

this the 31st day of January, 19 2000

ATTEST
Frances J. Walker
Frances J. Walker, Secretary

By [Signature] (Seal)
H. Walker & Associates, Inc.
Dixie Walker-Duncan, V.P.

STATE OF ALABAMA
SHELBY County }

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a Notary Public for Shelby County, in said State.

hereby certify that

whose name as President of _____, a 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 conveyance, (he)(she), 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 31st day of JANUARY, 19 2000
[Signature]
Notary Public

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EXHIBIT "A"

Parcel III:

AND, the beneficial rights to the following easement being more particularly described as follows:

Commence at the NE Corner of Lot 9, Royal Oaks Eighth Sector thence S 78 deg 43 min. 3 sec. W a distance of 100.00 feet to the Point of Beginning; thence Continue along last described course a distance of 100.00 feet; thence N 11 deg 16min 7sec W a distance of 60.00 feet; thence N 78 deg 43 min. 53 sec. E a distance of 100.00 feet; thence S 11 deg. 16 min. 7sec. E a distance of 60.00 feet to the Point of Beginning.

Together with the right of ingress and egress over said parcel.

The easement shall be 60 feet in width, the center of which is described as extending 100 feet westward from the western most point of the center line of Chase Drive, Pelham, Alabama as platted in Map Book 24, page 113 at the Judge of Probate Office of Shelby County, Alabama. The centerline follows an angle of 81 degrees West of due North.

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, itself, its successors and or assigns, herewith covenant and agree to take all measures necessary 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 run-off and to comply with all city, county 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, sub-contractors 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 situation 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 cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The forgoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

Inst # 2000-08924

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SHELBY COUNTY JUDGE OF PROBATE**

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