

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

Send Tax Notice to:
GANN ENTERPRISES, L.L.C.

STATUTORY WARRANTY DEED

STATE OF ALABAMA }
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00) and other good and valuable consideration, paid to the undersigned grantor, **CHARLES S. GIVIANPOUR**, a married man, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **CHARLES S. GIVIANPOUR**, a married man (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **GANN ENTERPRISES, L.L.C.**, (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 6, according to the Survey of Meadow Brook Professional and Medical Centre, First 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 property conveyed herein does not constitute the homestead of the Grantor or his spouse.

The above property is conveyed subject to:

- (1) Taxes and assessments for the year 2000, and subsequent years, which are not due yet due and payable.
- (2) 25 foot building line on Northeast and Northwest, as shown by recorded map.
- (3) 20 foot Easement on Northeast and 10 foot easement on Northwest, as shown by recorded map.
- (4) Restrictions as shown by recorded map.
- (5) Map Book 17, Page 21, shows the following reservation: Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity."
- (6) Right of Way granted to Alabama Power Company by instrument recorded in Real 333, page 177, in the Probate Office of Shelby County, Alabama.
- (7) Mineral and mining rights and rights incident thereto recorded in Volume 65, page 96, in the Probate Office of Shelby County, Alabama.
- (8) Restrictions appearing of record in Instrument #1999-32727, in the Probate Office of Shelby County, Alabama.
- (9) Access Easement, to be recorded in the Probate Office of Shelby County, Alabama.

The property conveyed herein does not constitute the homestead of the Grantor or his spouse.

Grantee acknowledges and agrees that (i) Grantor has not made and does not make any covenants, representation or warranty, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability of the Property for any particular purpose or use whatsoever, the zoning or utility availability for the Property, whether the Property is subject to surface or subsurface contamination by toxic or hazardous waste or with respect to any other matters of any nature whatsoever affecting the Property or Grantee's contemplated use thereof, (ii) Grantee has been given the absolute

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and unfettered right during the Contingency Period to conduct any and all tests and evaluations which it determines to be necessary, satisfy itself of all conditions and contingencies relating to the Property, including inspecting the physical condition of the Property; and (iii) Grantee has available to it such resources, expertise, consultants and advisors so that it can make a sound and reasoned judgment as to the physical condition of the Property and all improvements thereto as well as to all economic conditions, suitability requirements and all other matters affecting the use or ownership of the Property. Grantee further acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Grantee in its present condition, "AS IS", and Purchaser hereby assumes the risk that adverse physical characteristics and existing conditions may have not been revealed in its inspections of the Property.

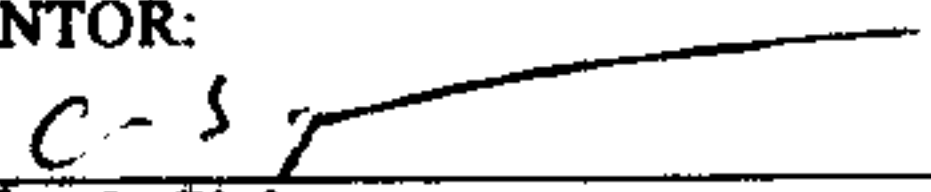
By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any 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 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, CHARLES S. GIVIANPOUR has caused this statutory warranty deed to be executed this 28 day of April, 2000.

GRANTOR:


Charles S. Givianpour

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 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 executed the same voluntarily on the day the same bears date.

Given under my hand and office seal of office this the 28 day of April, 2000.


Notary Public

My Commission Expires: 06/02/03

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

GANN ENTERPRISES, L.L.C.

By: 
Don Gann, Managing Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DON GANN whose name as Managing Member of GANN ENTERPRISES, L.L.C., an Alabama Limited Liability Company, 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, as such Managing Member and with full authority, executed the same voluntarily for and as an act of said company.

Given under my hand and official seal this the ²⁸ day of ^{April} ~~August~~, ²⁰⁰⁰ ~~1999~~.


Notary Public
My Commission expires: 6/1/03

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SHELBY COUNTY JUDGE OF PROBATE

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