

This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East  
Suite 390E  
Birmingham, AL 35223

Send Tax Notice to:  
Eddleman Properties, Inc.  
2700 Highway 280 East  
Suite 425W  
Birmingham, AL 35223

### STATUTORY WARRANTY DEED

STATE OF ALABAMA)  
COUNTY OF SHELBY)

**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, **BROOK HIGHLAND HIGHWAY, L.L.C.**, a Delaware limited liability company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **BROOK HIGHLAND HIGHWAY, L.L.C.**, a Delaware limited liability company (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **EDDLEMAN PROPERTIES, INC.**, an Alabama Corporation (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

A Parcel of Land known as acreage in Brook Highland 20<sup>th</sup> Sector, as recorded in Map Book 16 on Page 148 in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found at the Southeast corner of Lot 2029 in said Brook Highland 20<sup>th</sup> Sector; thence run West along the South line of said Lot 2029 for a distance of 98.45 feet to an iron pin found at the Southwest corner of said Lot 2029; thence turn an angle to the left of 122 degrees, 11 minutes 27 seconds and run in a Southeasterly direction for a distance of 35.25 feet to an iron pin found; thence turn an angle to the left of 51 degrees, 40 minutes, 59 seconds and run in a Southeasterly direction for a distance of 16.30 feet to an iron pin found; thence turn an angle to the right of 51 degrees, 43 minutes 10 seconds and run in a Southeasterly direction for a distance of 43.59 feet to an iron pin found; thence turn an angle to the left of 09 degrees, 10 minutes, 12 seconds and run in a Southeasterly direction for a distance of 112.37 feet to an iron pin found; thence turn an angle to the left of 77 degrees 38 minutes, 52 seconds and run in a Northeasterly direction for a distance of 6.67 feet to an iron pin found on a curve to the right having a central angle of 29 degrees, 24 minutes, 26 seconds and a radius of 305.00 feet; thence turn an angle to the left to the radius of said curve of 00 degrees, 36 minutes, 58 seconds and run in a Northeasterly direction along the arc of said curve for a distance of 156.54 feet to the point of beginning; said parcel containing 7,022 square feet, more or less.

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in Book 194 at Page 254, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by that certain Supplementary Declaration of Protective Covenants of Brook Highland, 14th Sector, as recorded in Instrument NO. 1997-32823 the Office of the Judge of Probate of Shelby County, Alabama, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 2001 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject 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,

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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.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF BROOK HIGHLAND HIGHWAY, L.L.C. AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

**TO HAVE AND TO HOLD** to the said Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, Brook Highland Highway, L.L.C., a Delaware limited liability company has caused this statutory warranty deed to be executed by its duly authorized officer this 27 day of December, 2000.

GRANTOR:

**BROOK HIGHLAND HIGHWAY, L.L.C.**  
A Delaware limited liability company

By: 

ITS: President

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Philip W. Norwood, whose name as President Of Brook Highland Highway, L.L.C., a Delaware limited liability company, 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 President, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 27 day of December, 2000.

  
Notary Public

My Commission Expires: December 10, 2002

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

EDDLEMAN PROPERTIES, INC.

By: 

Douglas D. Eddleman  
Its President

STATE OF ALABAMA)  
JEFFERSON COUNTY)

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., 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 in his capacity as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 29 day of December, 2000.

  
Notary Public

My Commission Expires: 4-25-2003

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