

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue Suite 101
Birmingham, Alabama 35226

Send Tax Notice To:
BRANDON BOGGAN
1135 HUNY TOWN ROAD
HUNY TOWN, AL.
35023

Inst # 2001-18706

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Five Hundred Twenty Thousand and No/100 Dollars (\$520,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, Camp Branch Properties, LLC (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Brandon Wayne Boggan (herein referred to as Grantee, whether one or more), the following described real estate, situated in SHELBY, Alabama, to-wit:

Described on Exhibit A attached hereto and incorporated by reference herein.

SUBJECT TO: (1) Taxes due in the year 2001 and thereafter; (2) Easements, Restrictions and Rights-of-way of record; (3) Matters shown on survey performed by R. C. Farmer and Associates, Inc., dated 4/26/01 under Job Number 6243; (4) Mineral and mining rights not owned by the Grantor; (5) Rights of others to use the easement described on Exhibit A attached hereto and incorporated by referenced herein.

\$500,000.00 of the consideration recited herein was derived from a mortgage loan closed simultaneously herewith.

See Exhibit B which is attached hereto and incorporated by reference herein for restrictions on the use of the Property conveyed herein.

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

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, their successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this the 30 day of April, 2001.

Camp Branch Properties, LLC

By: _____
Shelby Golf Company, LLC

By: Randall H. Goggans
Randall H. Goggans, Its Member

STATE OF ALABAMA)

COUNTY)

05/09/2001-18706
02:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 37.00

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans as member of Shelby Golf Company, LLC as member of Camp Branch Properties, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 30 day of April, 2001.

Notary Public
My Commission Expires: 3-1-02

CAMP BRANCH PROPERTIES, LLC

TO

BOGGAN

EXHIBIT A

First American Title Insurance Company

COMMITMENT

~~STATEMENT~~

Agent File No.: 134235

The land referred to in this ^{Deed} ~~Commitment~~ is described as follows:

A parcel of land located in the NW 1/4 of Section 6, Township 22 South, Range 1 West, and the SW 1/4 of Section 31, Township 21 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Beginning at the NW corner of Section 6, Township 22 South, Range 1 West, said point being the point of beginning; thence N 00 deg. 03 min. 10 sec. West along the West line of Section 31, Township 21 South, Range 1 West, a distance of 500.00 feet; thence N 88 deg. 29 min. 53 sec. East, a distance of 1833.82 feet to the beginning of a curve to the right having a central angle of 60 deg. 31 min. 13 sec. a radius of 500.00 feet and subtended by a chord which bears S 51 deg. 43 min. 58 sec. E a chord distance of 503.93 feet; thence along said curve a distance of 528.14 feet to the end of said curve; thence S 64 deg. 34 min. 54 sec. W a distance of 437.48 feet; thence S 64 deg. 33 min. 54 sec. W a distance of 619.50 feet; thence S 61 deg. 55 min. 31 sec. E a distance of 443.55 feet; thence S 21 deg. 59 min. 29 sec. W a distance of 1997.37 feet; thence N 67 deg. 08 min. 26 sec. W a distance of 986.51 feet to a point lying on the West line of said Section 6, thence N 00 deg. 14 min. 32 sec. W along said Section line, a distance of 1895.17 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING NW-EXCLUSIVE EASEMENT
60 foot ingress/egress easement

Commence at the NW corner of Section 6, Township 22 South, Range 1 West, thence S 00 deg. 14 min. 32 sec. E along the West line of said Section 6, a distance of 1895.17 feet; thence S 67 deg. 08 min. 26 sec. E a distance of 744.42 feet to the point of beginning, said point also being the beginning of the centerline of a 60 foot ingress/egress easement whose boundary lies 30 feet on either side of and parallel to the following described centerline; thence S 03 deg. 21 min. 28 sec. E a distance of 186.47 feet; thence S 20 deg. 58 min. 59 sec. E a distance of 209.25 feet to the beginning of a curve to the right having a central angle of 65 deg. 08 min. 05 sec. a radius of 370.99 feet and subtended by a chord which bears S 07 deg. 34 min. 28 sec. W a chord distance of 399.40 feet; thence along said curve a distance of 421.75 feet to the end of said curve and the beginning of a curve to the right having a central angle of 39 deg. 11 min. 00 sec. a radius of 201.11 feet and subtended by a chord which bears S 59 deg. 40 min. 12 sec. W a chord distance of 134.87 feet; thence along said curve a distance of 137.53 feet to the end of said curve; thence S 79 deg. 15 min. 42 sec. W, distance of 58.95 feet to the beginning of a curve to the left having a central angle of 57 deg. 53 min. 56 sec. a radius of 171.08 feet and subtended by a chord which bears S 45 deg. 40 min. 21 sec. W a chord distance of 165.62 feet; thence along said curve a distance of 172.88 feet to the end of said curve; thence S 20 deg. 09 min. 22 sec. W a distance of 343.00 feet; thence S 10 deg. 44 min. 36 sec. W a distance of 300.41 feet; thence S 42 deg. 55 min. 31 sec. W a distance of 309.51 feet; thence S 61 deg. 17 min. 03 sec. W a distance of 296.80 feet; thence S 23 deg. 30 min. 03 sec. W a distance of 598.18 feet; thence S 26 deg. 26 min. 57 sec. E a distance of 113.48 feet to the point of beginning of said centerline and said easement which lies on the Northerly right of way line of Shelby County Road No. 42 (110 foot right of way).

SITING IN SHELBY COUNTY, ALABAMA

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EXHIBIT B
TO DEED FROM CAMP BRANCH PROPERTIES, LLC TO BOGGAN

The following restrictions shall apply to the Property conveyed in this Deed.

1. The Grantor is the owner of approximately 100 acres \pm which is directly south of the Property conveyed herein and shall be referred to herein as Grantor's Property. Grantor intends to subdivide and develop Grantor's Property. The restrictions contained herein shall survive for a period of time that any restrictive covenants survive on Grantor's Property so long as such covenants are filed and encumber Grantor's Property within one year of the date of this Deed. If no such covenants are filed, the restrictions contained in this Exhibit B shall survive for a period of 15 years from today's date.
2. The Easement described on Exhibit A to this Deed is a non-exclusive, perpetual easement, running with the land for ingress, egress and utilities. Notwithstanding the provisions of paragraph 1 above in this Exhibit B, this Easement shall not expire.
3. No building improvements (other than fences) shall be constructed within 150 feet of the southerly and easterly property line of the property conveyed herein.
4. For the purposes of these covenants the term "Primary Dwelling" shall mean a single family residential dwelling. No single family residential dwelling shall be constructed on the property conveyed herein which contains less than 2000 sq. ft. of living space for a single story dwelling and not less than 2400 sq. ft. of living space for a 1 1/2 story or 2 story dwelling with no less of 1900 square feet on the main level. Living space is defined as heated and finished areas and it does not include porches, garages, basements, carports or attics.
5. The property conveyed herein shall not be subdivided so as to result in more than 5 different parcels. Notwithstanding the foregoing, it shall be the responsibility of the Grantee his heirs, successors and assigns to obtain the approval of any appropriate governmental entity with respect to any such subdivisions.
6. There shall be no mobile homes or house trailers located upon the property conveyed herein.
7. MAINTENANCE of EASEMENT: Grantor shall construct a road upon the easement described on Exhibit A to this Deed within 60 days of today's date and shall maintain said road for a period of one year thereafter. After such one year period has expired, such roadway shall be maintained by Grantee, his heirs, successors and assigns and Grantor, its successors and assigns in percentages wherein the numerator is 1 and the denominator is the number of separate parcels which are accessed by the road located upon said easement. Notwithstanding the foregoing, should Grantee, his heirs, successors or assigns damage the roadway, Grantee, his heirs, successors and assigns shall pay all costs necessary to repair any such damage.
8. The property conveyed herein shall be used for residential or agricultural purposes only and not for any business or trade. Home offices are allowed, however, such allowances intended only to allow individual work at a structure within the property, but not the conduct of business with the presence of the general public at the property conveyed herein.
9. No nuisances or obnoxious activity shall be conducted upon the property conveyed herein.
10. It shall be the responsibility of Grantee, his heirs, successors and assigns to comply with all regulatory requirements with respect to the property and the lakes located thereon including, without limitation, those regulations described by the Alabama Department of Environmental Management, the State of Alabama, the United States Government, Shelby County Alabama and any other appropriate governmental entity which has jurisdiction of the property conveyed herein.

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