

STATUTORY WARRANTY DEED

This instrument was prepared by:
B. CHRISTOPHER BATTLES
3150 HIGHWAY 52 WEST
PELHAM, AL. 35124

Send tax notice to:
B. Christopher Battles
3150 Highway 52 West
Pelham, Alabama 35124

STATE OF ALABAMA COUNTY OF SHELBY

Know All Men by These Presents: That in consideration of **Thirty seven thousand and no/100 (\$37,000.00)** and other good and valuable consideration, paid to the undersigned grantor, **SOUTH GRANDE VIEW DEVELOPMENT CO., INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **SOUTH GRANDE VIEW DEVELOPMENT COMPANY, INC.** (hereinafter referred to as "Grantor") does by these presents grant, bargain, sell and convey unto **B. Christopher Battles** (hereinafter referred to as "Grantee"), the following described real estates (the "property") situated in Shelby County, Alabama, to-wit:

Lot 1023, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 10th Addition, as recorded in Map Book 27, Page 95, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (i) All valid and enforceable easements, covenants, conditions and restrictions of record including, without limitation, that certain Declaration of Protective Covenants recorded in Instrument No. 1995-05892, First Amendment to Declaration of Protective Covenants recorded in Instrument No. 1995-28543, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 2nd Addition, recorded in Instrument No. 1995-28544, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabama, 3rd Addition as recorded in Instrument No. 1996-00339, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 4th Addition, recorded in Instrument No. 1996-29192, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 5th Addition, recorded in Instrument No. 1996-37928, Article of Incorporation of Grande View Estates Homeowners' Association, Inc. recorded in Instrument No. 1995-05890 and By-Laws recorded in Instrument No. 1995-05891, in the Office of the Judge of Probate of Shelby County, Alabama.
- (ii) The lien of ad valorem and similar taxes for 2001 and subsequent years, including any "roll-back" taxes.
- (iii) All matters that would be revealed by a current and accurate physical survey of the subject property.

The Grantor shall have a right of first refusal to purchase the property from the Grantee in the event the Grantee has not commenced construction on said lot within eighteen (18) months from the date of closing of the original purchase of the property described herein. Said right of first refusal shall be on the same terms and conditions contained in the original sale contract and reservation agreement. Grantee shall notify Grantor of his intent to either sell or not to build in writing by certified mail. Grantor shall have forty-five (45) days from receipt of written notice of Grantee's intent to sell or not to build in order to close and re-purchase the property. In the event the Grantor does not respond within said forty-five (45) days, the right of first refusal shall terminate.

Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including, without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils condition, utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

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 Grantee 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 condition, 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, director, employees and

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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 run-off 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 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 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 Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, South Grande View Development Co., Inc., has caused this statutory warranty deed to be executed by its duly authorized officer this 25th day of September, 2001.

GRANTOR:

SOUTH GRANDE VIEW DEVELOPMENT CO.,
INC.

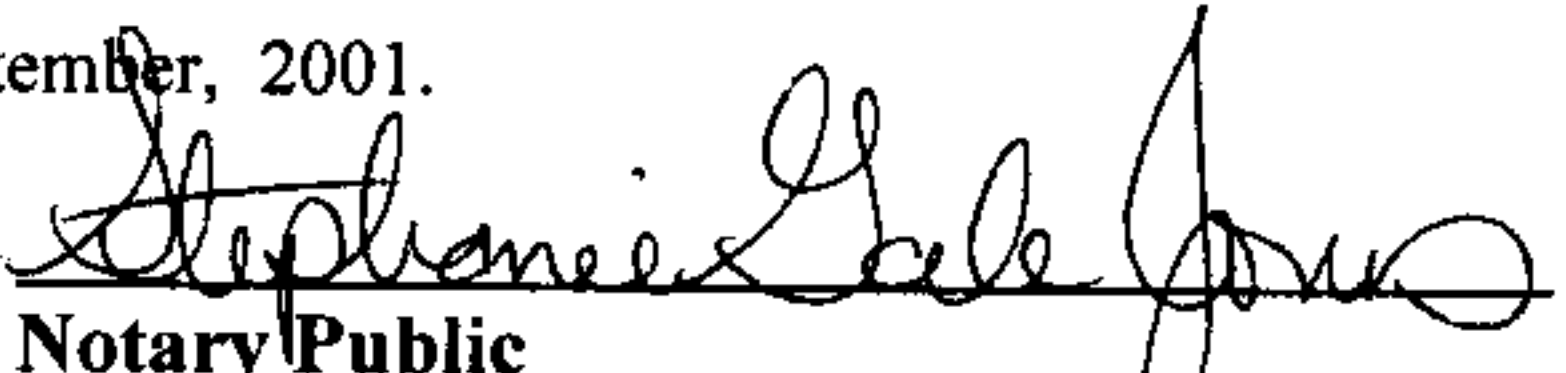
BY:


Concetta Givianpour
ITS: Vice President

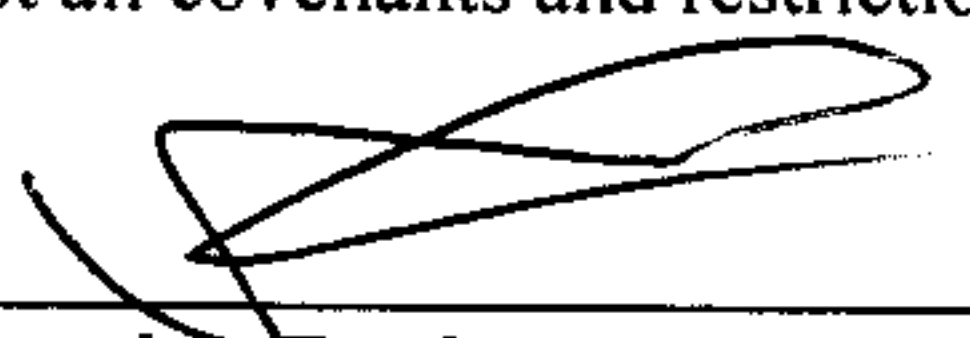
**STATE OF ALABAMA
COUNTY OF SHELBY**

I, Stephanie Gale Jones, a Notary Public in and for said County, in said State, hereby certify that **Concetta Givianpour**, whose name(s) as Vice President of South Grande View Development Co., 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 this conveyance, 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 25th day of September, 2001.


Notary Public
My Commission Expires: 02-26-05

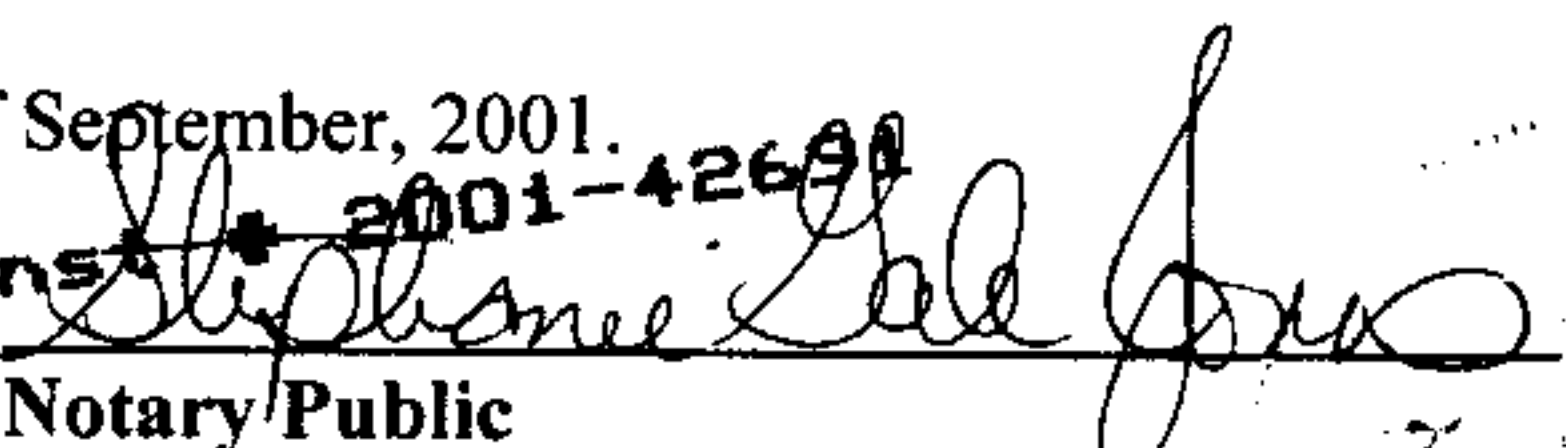
The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.


B. Christopher Battles

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, Stephanie Gale Jones, a Notary Public in and for said County, in said State, hereby certify that **B. Christopher Battles** whose name(s) 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 this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of September, 2001.


Notary Public
My Commission Expires: 02-26-05
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