


64,503.84

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Highland Lakes Development, Ltd.
2700 Highway 280 East, Suite 425
Birmingham, AL 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)


20040409000185830 Pg 1/3 81.50
Shelby Cnty Judge of Probate, AL
04/09/2004 14:46:00 FILED/CERTIFIED

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN and NO/100 Dollars (\$10.00) to the undersigned grantor, **HIGHLAND LAKES PROPERTIES, LTD.**, an Alabama limited partnership, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **HIGHLAND LAKES PROPERTIES, LTD.**, an Alabama limited partnership, by these presents, grant, bargain, sell and convey unto **HIGHLAND LAKES DEVELOPMENT, LTD.** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

**EXHIBIT "A" IS ATTACHED HERETO AND MADE A PART
HEREOF, REFERRED TO AS HIGHLAND LAKES 12TH SECTOR
PHASE II.**

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (i) All valid and enforceable easements, covenants, conditions and restrictions of record, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 2004 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. 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 general partners of Grantor or partners 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 Grantee.

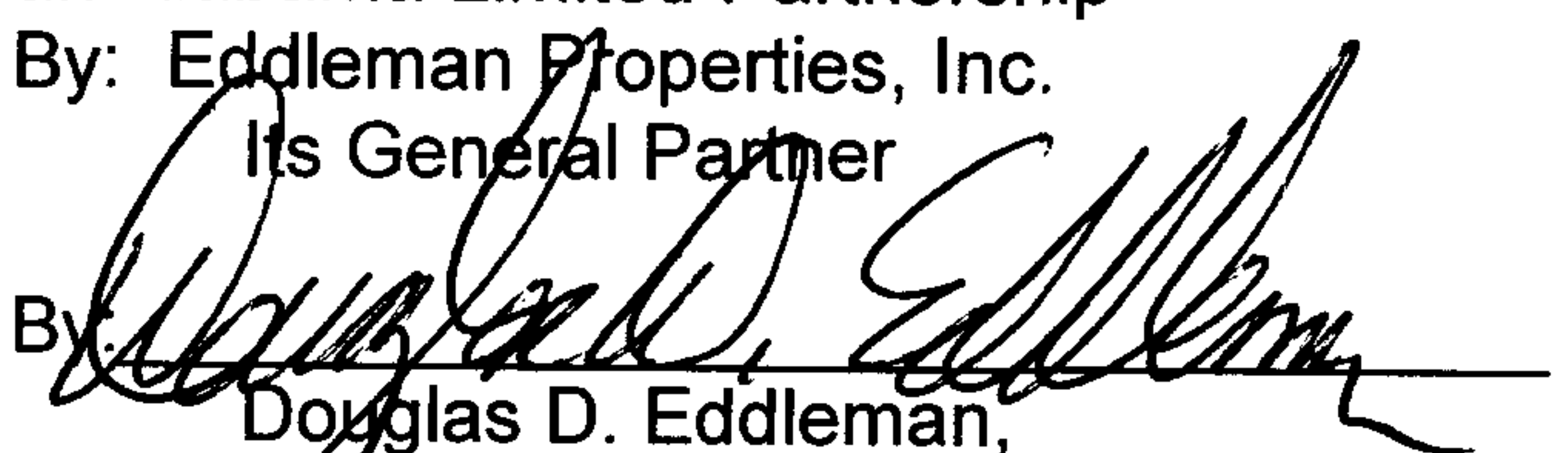
TO HAVE AND TO HOLD to the said Grantee, its heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 8th day of April, 2004.

GRANTOR:

HIGHLAND LAKES PROPERTIES, LTD.
an Alabama Limited Partnership

By: Eddleman Properties, Inc.
Its General Partner

By: 
Douglas D. Eddleman,
Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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., an Alabama Corporation, which is General Partner of HIGHLAND LAKES PROPERTIES, LTD., an Alabama Limited Partnership, 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 officer, and with full authority, executed the same voluntarily for and as the act of said Corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal of office this the 8th day of April, 2004.


NOTARY PUBLIC

My Commission expires: 5-5-2004

EXHIBIT "A"

A parcel of land situated in the Southwest quarter of the Southeast quarter of Section 4, Township 19 South, Range 1 West and also in the Northwest quarter of the Northeast quarter of Section 9, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a crimped iron found locally accept¹ed to be the Southeast corner of said Southwest quarter and run in a Northerly direction along the East line of said quarter-quarter Section for a distance of 688.13 feet to a point; thence turn an angle to the left of 89 degrees, 59 minutes, 21 seconds and run in a Northwesterly direction for a distance of 349.80 feet to a point at the Northeast corner of Lot 1227, Highland Lakes 12th Sector, Phase I, an Eddleman Community, as recorded in Map Book 26, on Page 137, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 76 degrees, 55 minutes, 27 seconds and run in a Southwesterly direction along the East line of said Lot 1227 and also along the East lines of Lots 1228 through Lot 1230 in said Highland Lakes 12th Sector, Phase I for a distance of 496.31 feet to a point at the Southeast corner of said Lot 1230 and also at the Northernmost corner of Lot 1231 in said Highland Lakes 12th Sector, Phase I; thence turn an angle to the left of 27 degrees, 00 minutes, 51 seconds and run in a Southeasterly direction along the East line of said Lot 1231 for a distance of 116.18 feet to a point on a curve to the left, having a central angle of 34 degrees, 13 minutes, 08 seconds and a radius of 364.20 feet, said point also being at the Southeast corner of said Lot 1231; thence run in a Southwesterly direction along the arc of said curve and also along the South line of said Lot 1231 and also crossing Hastings Circle in said Highland Lakes 12 Sector, Phase I and also along the Southeast line of Lot 1215 in said Highland Lakes 12 Sector, Phase I for a distance of 217.51 feet to a point on the Southeast line of said Lot 1215, said point also being on the Northwest right of way line of Ashmore Lane in said Highland Lakes 12th Sector, Phase I; thence turn radial to last stated curve and run in a Southeasterly direction crossing said Ashmore Lane and also running along the Northeast line of Lot 1246 in said Highland Lakes 12th Sector, Phase I for a distance of 210.97 feet to a point at the Northeast corner of said Lot 1246; thence turn an angle to the left of 92 degrees, 28 minutes, 47 seconds and run in a Northeasterly direction for a distance of 7.64 feet to a point; thence turn an angle to the right of 59 degrees, 54 minutes, 43 seconds and run in a Southeasterly direction for a distance of 141.80 feet to a point; thence turn an angle to the left of 100 degrees, 30 minutes, 34 seconds and run in a Northeasterly direction for a distance of 82.68 feet to a point; thence turn an angle to the right of 75 degrees, 22 minutes, 06 seconds and run in a Northeasterly direction for a distance of 142.42 feet to a point; thence turn an angle to the left of 03 degrees, 03 minutes, 44 seconds and run in a Northeasterly direction for a distance of 60.09 feet to a point; thence turn an angle to the right of 03 degrees, 03 minutes, 44 seconds and run in a Northeasterly direction for a distance of 128.71 feet to the point of beginning; said parcel of land containing 8.0 acres, more or less.