


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    )

  
20040709000381110 Pg 1/3 117.00  
Shelby Cnty Judge of Probate, AL  
07/09/2004 15:03:00 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 20TH 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.

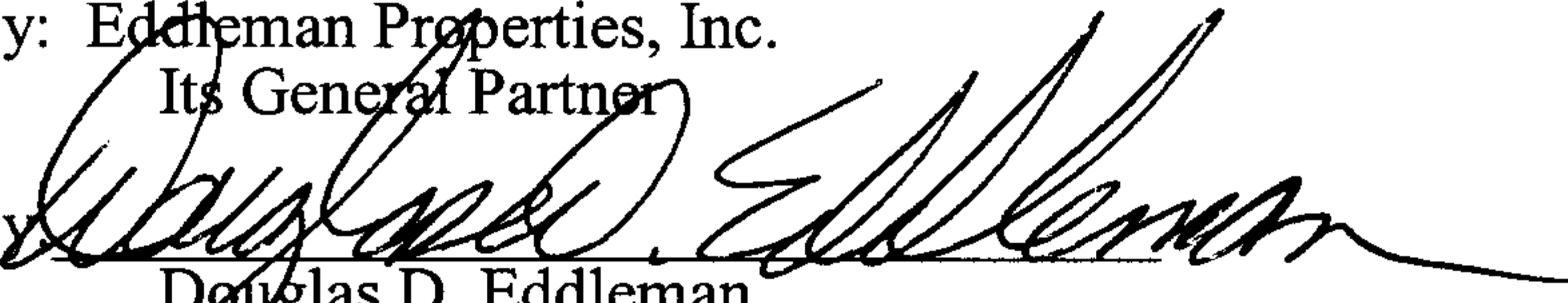
This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, 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 21<sup>st</sup> day of June, 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 21<sup>st</sup> day of June, 2004.

  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



## **EXHIBIT "A"**

### **Highland Lakes 20<sup>th</sup> Sector Phase II (for identification purposes only)**

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 16, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of said quarter-quarter Section; thence run North along the East line of said quarter-quarter Section for a distance of 614.00 feet to a point, said point also being the Southeast corner of Lot 2010, Highland Lakes 20<sup>th</sup> Sector Phase I, an Eddleman Community, as recorded in Map Book 29, on Page 133, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 71 degrees, 58 minutes, 54 seconds and run in a Northwesterly direction along the South line of said Lot 2010 for a distance of 337.92 feet to a point on the East right of way line of Highland Park Drive, in said Highland Lakes 20<sup>th</sup> Sector, Phase I, said point also being the Southwest corner of said Lot 2010; thence turn an angle to the right of 01 degrees, 08 minutes, 43 seconds and run in a Northwesterly direction crossing said Highland Park Drive for a distance of 60.02 feet to a point on the West right of way line of said Highland Park Drive and also being the Southeast corner of Lot 2026 in said Highland Lakes 20<sup>th</sup> Sector, Phase I; thence turn an angle to the left of 01 degrees, 06 minutes, 07 seconds and run in a Northwesterly direction along the South line of said Lot 2026 for a distance of 252.81 feet to the Southwest corner of said Lot 2026; thence turn an angle to the left of 93 degrees, 09 minutes, 24 seconds and run in a Southwesterly direction for a distance of 842.88 feet to a point; thence turn an angle to the left of 105 degrees, 14 minutes, 02 seconds and run in an Easterly direction for a distance of 322.37 feet to an iron pin found; thence turn an angle to the right of 00 degrees, 13 minutes, 59 seconds and run in a Southeasterly direction for a distance of 182.68 feet to an iron pin found; thence turn an angle to the right of 00 degrees, 50 minutes, 04 seconds and run in a Southeasterly direction for a distance of 330.17 feet to the point of beginning; said parcel of land containing 12.1 acres, more or less.