MORTGAGE COVERS PURCHASE PRICE. DOCUMENTS BEING RECORDED SIMULTANEOUSLY.

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

Send Tax Notice to:
ROBERT S. GRANT CONST., INC.

20050422000192120 1/4 $24.00
Shelby Cnty Judge of Probate,AL
04/22/2005 10:54:11AM FILED/CERT

**STATE OF ALABAMA )**
**COUNTY OF SHELBY )**

# STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of TWO HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 Dollars ($244,800.00) to the undersigned grantor, EDDLEMAN PROPERTIES, INC., an Alabama Corporation, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN PROPERTIES, INC., an Alabama Corporation, does by these presents, grant, bargain, sell and convey unto **ROBERT S. GRANT CONST., INC.** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lots 1209, 1215 and 1217 , according to the Survey of Brook Highland, 12th Sector, an Eddleman Community, as recorded in Map Book 34, Page 148, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

(1) Ad Valorem taxes due and payable October 1, 2005.

(2) 35 Foot building setback line as shown by recorded plat.

(3) Public utility easements as shown by recorded plat.

(4) Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54, in said Probate Office.

(5) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194, Page 254 in Probate Office, along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office, Supplemental Protective Covenants of Brook Highland, as set out in Instrument #20050414000176260 and in Map Book 34, Page 148, in said Probate Office.

(6) A non-exclusive easement and agreement between Eddleman and Associates and the Water Works and Sewer Board of the city of Birmingham, dated July 11, 1988, and recorded in Real 194, Page 20 and Real 194, Page 43 in said Probate Office.

$240,800.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

(7) Easement and agreements between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded

Shelby County, AL 04/22/2005
State of Alabama

Deed Tax:$4.00

Amsouth Bank

20050422000192120 2/4 $24.00
Shelby Cnty Judge of Probate,AL
04/22/2005 10:54:11AM FILED/CERT

in Real 194, Page 1 and Real 194, Page 40 in said Probate Office.

(8) Drainage Agreement between AmSouth Bank, N.A., as Ancillary trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.

(9) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125, Page 249 and Real 199, Page 18 in said Probate Office.

(10) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 32, Page 48, Deed Book 127, Page 140 and Deed Book 121, Page 294, in said Probate Office.

(11) Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.

(12) Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded inMap Book 34, Page 148, in said Probate Office.

(13) Subdivision restrictions shown on recorded plat in Map Book 34 Page 148 to provide for construction of single family residences only.

(14) Easement to Water Works & Sewer Board recorded in Real 252, Page 210 in said Probate Office.

(15) Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307 page 950 in said Probate Office.

(16) Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 20 in said Probate Office.

(17) Terms, agreements and right of way to Alabama Power Company, recorded in Book 181, Page 995 in said Probate Office.

(18) Agreement concerning electric service recorded in Book 306, Page 119 in said Probate Office.

(19) Right of Way to The Water Works and Sewer Board of the City of Birmingham recorded in Instrument #2001-85 in said Probate Office.

The Grantee understands and agrees that the Property will be subject to certain covenants for the benefit of The Water Works and Sewer Board of the City of Birmingham requiring the owners of surrounding property located in the Lake Purdy Watershed to establish and maintain a sedimentation and erosion control plan for storm water drainage on such property and to pay assessments to fund such obligations. Further, Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall

20050422000192120 3/4 $24.00
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have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

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, 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. 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 Grantees, its heirs and assigns, forever

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 15th day of April, 2005

SELLER:
EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

By: _____
Douglas D. Eddleman,
Its President

BROOK HIGHLAND - 12th SECTOR
LOTS 1209, 1215 and 1217 - ROBERT S. GRANT CONST., INC.

**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, 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.

Given under my hand and official seal of office this the 15th day of April, 2005.

_____
NOTARY PUBLIC
My Commission expires: 6-5-2007

20050422000192120 4/4 $24.00
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The Grantee executes this deed only to acknowledges and accepts all covenants and restrictions contained hereinabove and Grantee, its successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.

ROBERT S. GRANT CONST., INC.

By: _____
Robert S. Grant, President

**STATE OF ALABAMA )**
**COUNTY OF JEFFERSON )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert S. Grant, whose name as President of ROBERT S. GRANT CONST., INC., whose name 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/she, as such officer and with full authority, executed the same voluntarily and as the act of said corporation.

Given under my hand and official seal this 15th day of April, 2005.

_____
NOTARY PUBLIC

My Commission expires: 5-5-2007