


2460502  
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 )

  
20050505000214850 1/3 \$263.50  
Shelby Cnty Judge of Probate, AL  
05/05/2005 08:41:43AM FILED/CERT

### 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 25TH SECTOR.**

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.

Shelby County, AL 05/05/2005  
State of Alabama

Deed Tax: \$246.50

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer  
this 18 day of April, 2005.

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 )

  
20050505000214850 2/3 \$263.50  
Shelby Cnty Judge of Probate, AL  
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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 18<sup>th</sup> day of April, 2005.

  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES JANUARY 23, 2008

**EXHIBIT "A"**  
**HIGHLAND LAKES 25<sup>TH</sup> SECTOR**  
(for identification purposes only)

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

Begin at a 1 inch open top iron found locally accepted be the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 9; thence run in an Easterly direction along the North line of said quarter-quarter for a distance of 816.10 feet to a point on the Northwest right-of-way line of Shelby County Highway No. 41 also known as Dunnavant Valley Road; thence turn an angle to the right of 121 degrees, 35 minutes, 38 seconds and run in a Southwesterly direction along said Northwest right-of-way line for a distance of 438.61 feet to a point; thence turn an angle to the right of 20 degrees, 10 minutes, 55 seconds and run in a Southwesterly direction for a distance of 411.39 feet to a point; thence turn an angle to the right of 05 degrees, 03 minutes, 30 seconds and run in a Southwesterly direction for a distance of 162.06 feet to a point; thence turn an angle to the left 37 degrees, 22 minutes, 38 seconds and run in a Southwesterly direction for a distance of 302.46 feet to a point; thence turn an angle to the left of 21 degrees, 00 minutes, 04 seconds and run in a Southerly direction for a distance of 269.01 feet to a point on said Northwest right of way line; thence turn an angle to right of 35 degrees, 05 minutes, 37 seconds and run in a Southwesterly direction along said Northwest right-of-way line for a distance of 88.13 feet to a point on the South line of said Southeast quarter; thence turn an angle to the right of 54 degrees, 51 minutes, 13 seconds and run in a Westerly direction along the South line of said Southeast quarter for a distance of 832.08 feet to a point; thence turn an angle to the right of 112 degrees, 24 minutes, 00 seconds and run in a Northeasterly direction for a distance of 731.22 feet to a point; thence turn an angle to the right of 13 degrees, 00 minutes, 42 seconds and run in a Northeasterly direction for a distance of 162.61 feet to a point; thence turn an angle to the right of 04 degrees, 58 minutes, 15 seconds and run in a Northeasterly direction for a distance of 480.12 feet to point; thence turn an angle to the right of 09 degrees, 26 minutes, 57 seconds and run in a Northeasterly direction for a distance of 262.18 feet to the point of beginning; said parcel of land containing 25.66 acres, more or less.