

This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East Suite 160 Birmingham, AL 35223 Send Tax Notice to: Edgewater Construction, LLC 9461 Highway 22 Montevallo, AL 35115

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) and other good and valuable consideration, paid to the undersigned grantor, SOUTH GRANDE VIEW DEVELOPMENT COMPANY, 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 EDGEWATER CONSTRUCTION, LLC. (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1518 and 1519, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 15th Addition, as recorded in Map Book 32, Page 126, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

- All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in Instrument #1995-05892, First Amendment to Declaration of Protective Covenants recorded in Instrument #1995-28543, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 2nd Addition, recorded in Instrument #1995-28544, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 3rd Addition as recorded in Instrument #1996-00339, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 4th Addition, recorded in Instrument #1996-29192, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 9th Addition, Phase I, recorded in Instrument #2000-4501, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 9th Addition, Phase 2, recorded in Instrument #2001-1048 and Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 10th Addition, Phase 1, recorded in Instrument #2001-01049, 6th Addition. recorded in Instrument # 20031029000722160, 15th Addition, recorded in Instrument # 20040223000092860.
- (ii) Articles of Incorporation of Grande View Estates Homeowners' Association, Inc. recorded in Instrument #1995-05890 and By-Laws recorded in Instrument #1995-05891, in the Office of the Judge of Probate of Shelby County, Alabama (ii) the lien of ad valorem and similar taxes for 2006 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.
- (iii) Rights, easements, restrictions or covenants granted to Alabama Power Company, City of Alabaster and Francis M. Randall and Harriett Randall as referred to in that certain deed recorded in Instrument No. 1994-26505 in the Probate Office of Shelby County, Alabama.
- (iv) Decree of Condemnation Case No. 28-197, Alabama Water and Gas vs. Kimberly-Clark Corporation as referred to in that certain deed recorded in Instrument No. 1994-26505 in the Probate Office of Shelby County, Alabama.
- (v) Right of way granted to Alabama Power Company as recorded in Deed Volume 138, Page 170 and Instrument No. 20040206000061880 in the Probate Office of Shelby County, Alabama.
- (vi) Mineral and mining rights incident thereto recorded in Deed Book 5, Page 355; Deed Book 4, Page 442 and Deed Book 48, Page 427 in the Probate Office of Shelby County, Alabama.
- (vii) Building and setback lines and easements as shown by recorded map.

\$101,607.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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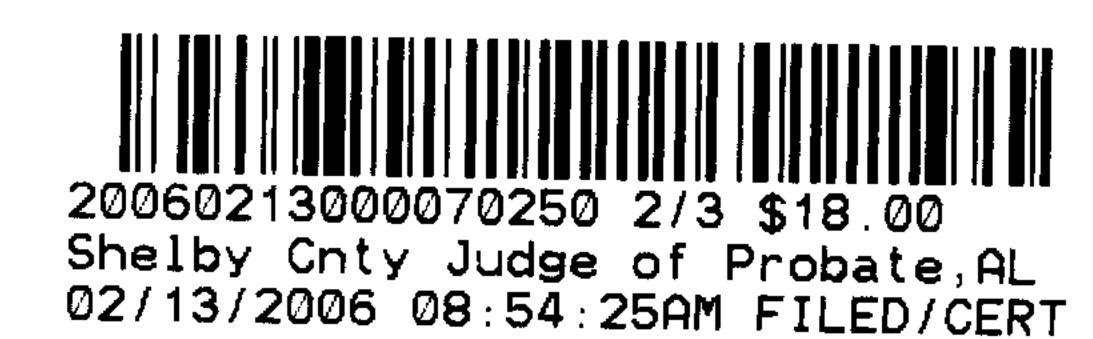
(viii) The Grantor shall have a right of first refusal to purchase the property from the Grantee in the event the Grantee has not commenced construction on said lot within eighteen (18) months from the date of closing of the original purchase of the property described herein. Said right of first refusal shall be on the same terms and conditions contained in the original sales 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 the 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 conditions; utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

EXCLUSIVE BROKERAGE AGREEMENT. As a material inducement to Grantor to enter into this Deed, Grantee agrees, to enter into an exclusive brokerage/listing agreement (the "Brokerage Agreement") with Grantor's Agent pursuant to which (a) Grantee will appoint Grantor's Agent as Grantee's sole and exclusive agent for the sale of the Lot and the residential home (the "Home") to be constructed thereon by or for the benefit of Grantee, (b) Grantee will agree to pay to Grantor's Agent a brokerage commission equal to five percent (5%) and a marketing fee equal to one percent (1%) of the Improved Value, as herein defined, on the first to occur of either (i) the sale of the Lot and the Home to a third party following completion of construction of the Home thereon or (ii) upon the issuance of a final certificate of occupancy for the Home by the City and (c) Grantee and Grantee's heirs, executors, personal representatives, successors and assigns will be bound by all of the terms and provisions of the Brokerage Agreement until such time as the brokerage fee based on the Improved Value, as herein defined, has been paid in full to Grantor's Agent. As used herein, the term "Improved Value" shall mean either (1) the appraised fair market value of the Lot and the completed Home, as determined by an independent third party real estate appraiser qualified to appraise real property in Shelby County, Alabama, if Grantee (or Grantee's heirs, executors, personal representatives, successors or assigns) elects to construct a Home on the Lot for his, her or their sole use and benefit or for the benefit of any third party which does not involve the sale of the Home and Lot in an arms-length transaction or (2) the sales price for the Lot and the Home if Grantee elects to enter into a sales contract to sell the Lot and the Home to an independent, third party in an armslength transaction upon completion of construction of a Home on the Lot. If Grantee is not a builder and Grantee elects to engage an approved builder to construct a Home on the Lot pursuant to the provisions of Sales Agreement then Grantee's obligations under this Paragraph shall, to the extent such approved builder has entered into a Brokerage Agreement with Grantor's Agent with respect to the construction of a Home on the Lot, cease and terminate at such time as such approved builder has paid to Grantor's Agent the commission set forth in this Paragraph for such Home and the Lot.

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. 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 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 runoff 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 runoff. 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 Company, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 27th day of January, 2006.

GRANTOR: SOUTH GRANDE WEW DEVELOPMENT COMPANY, INC.

BY: Concetta/Givianpour ITS: Vice President

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Concetta Givianpour, whose name as Vice President of South Grande View Development Company, Inc., 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, 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 office seal of office this the 27th day of January, 2006.

Notary Public
My Commission Expires: 4129

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF SAID LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

EDGEWATER CONSTRUCTION, LL

Its: Member

Brant W. Youngblood

Its: Member

STATE OF ALABAMA JEFFERSON COUNTY

20060213000070250 3/3 \$18.00 Shelby Cnty Judge of Probate, AL 02/13/2006 08:54:25AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brian D. Youngblood and Brant W. Youngblood, whose names as Members of EDGEWATER CONSTRUCTION, LLC, an Alabama limited liability company, 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, in capacity as such Member, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of January, 2006.

Notary Public

My Commission expires: 4/29/06