



any other real property surrounding, adjacent to or in close proximity with the Lot which may be owned by Seller.

IN WITNESS WHEREOF, the said Grantor has hereto set its signature this the 2<sup>nd</sup> day of June, 2006.

MOBLEY DEVELOPMENT, INC.

By: *J. Steven Mobley*  
Steven Mobley, President

STATE OF ALABAMA            )  
COUNTY OF SHELBY        )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name as President of Mobley Development, Inc., a corporation, 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, 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, this the 2<sup>nd</sup> day of June, 2006.

*Linda H. Roberts*  
Notary Public  
My Commission Expires: 3-29-09



20060616000288750 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/16/2006 01:30:35PM FILED/CERT

EXHIBIT "A"

Attached hereto and made a part of that certain Statutory Warranty Deed dated June 2, 2006, by and between Mobley Development, Inc., Grantor, and Don Martin Construction Company, Inc., Grantee

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures necessary to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed BMPs for the control of pollutants in storm water run-off.

Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of costs incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and/or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein.

  
20060616000288750 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/16/2006 01:30:35PM FILED/CERT