20061020000520080 1/4 $20.00
Shelby Cnty Judge of Probate,AL
10/20/2006 01:26:41PM FILED/CERT

SALES CONTRACT

DATE: May 16, 2004

FARRIS MANAGEMENT CO., INC. (Managing General Partner for **Greenbriar, Ltd.**) , (SELLER) hereby agree to sell and Keystone Const LLC . herein called PURCHASER(S) hereby agree to purchase the following described lot(s) and appurtenances thereto (Property) situated in the City of ALABASTER, Shelby County, Alabama on the terms stated below:

LEGALLY DESCRIBED AS: Map Book 33 Page 47

LOT(S) 29 A SURVEY -

MAP BOOK - ~~33~~ TBD Page ~~84~~ 47 TBD

STERLING GATE SUBDIVISION
SECTOR 3 , PHASE 2

1A. **THE PURCHASE PRICE** shall be.....$ 46,500.00 payable as follows: $45,000 + $1,500 at Closing of Lot + Improvements for 1st Year Swim + Tennis Membership

EARNEST MONEY, (see below) .....$ —
CASH on closing this sale..... ..... $

1B. **CONTINGENCIES RELATING TO PURCHASE:**

A. Approval of final plat by Alabaster Planning Commission and recordation at the Probate Office of Shelby County
B. Availability of electric power utility.
C. Acceptance of Protective Covenants by Purchaser(s).

2. **AGENCY DISCLOSURE:** AGENCY DISCLOSURE: See attached addendums.

3. **CONDITION OF PROPERTY**: Neither Seller nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein.

4. **CONVEYANCE**: Seller agrees to convey the Property to Purchaser by general warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing.

5. **SURVEY:** Purchasers agree that final plat as recorded in the Probate Office of Shelby County is a sufficient survey.

6. **PRORATION'S**: Ad Valorem taxes are to be prorated between Seller and Purchaser as of the date of closing, when the amount of the taxes are known.

7. **IMPROVEMENTS**: Seller shall have the right to approve all house plans as to design and materials.

8. EROSION CONTROL: WHEREAS:
a. Seller is required to maintain a Storm Water Discharge Permit with the Alabama Department of Environmental Management (ADEM) to be able to develop and offer for sale the lot(s) involved in this contract; and
b. Subject permit holds Seller responsible for the actions or inaction's of Purchaser(s) of the lot(s) involved in this contract concerning the implementation and maintenance of BMP's and the protection of storm water quality; and
c. ADEM may impose significant fines and penalties on Seller for failure to implement and maintain Best Management Practices (BMP's) for the protection of storm water quality; Failure to satisfactorily implement Storm Water BMP's on the part of Purchaser(s) on the lot(s) involved in this contact may also subject Seller to significant fines and penalties from ADEM; and
d. Seller has become aware that ADEM may impose such fines and penalties without warning or period to correct defects.

THEREFORE:
a. Purchaser(s) hereby agree that they will implement and maintain BMP's on the lots involved in this contact to the satisfaction of ADEM and Seller; and
b. If Purchaser(s) fails to implement adequate BMP's and Seller is required by notice from the City of Alabaster or ADEM to implement BMP's on the lot(s) involved in this contract then Purchaser agrees to reimburse Seller for the expenses of implementing adequate BMP's;
c. By signing this contact the Purchaser(s) agree that if their actions or inaction's to satisfactorily implement BMP's on the lot(s) involved in this contract are deemed inadequate by ADEM and ADEM imposes a financial fine or penalty that is wholly or in part caused by the lot(s) involved in this contract, then Purchaser(s) shall be responsible for their prorata share of such financial penalty imposed on Seller by ADEM caused by Purchaser's actions or inaction's to implement satisfactory erosion control BMP's.
d. Purchaser(s) also agrees that if Seller has to initiate legal actions to require Purchaser(s) to comply with any term in Item 8 and if Seller prevails in such action that Purchaser(s) will also be responsible for Seller's attorneys fees and court costs.

9. **CLOSING AND POSSESSION DATES:** The sale shall be closed and the deed delivered on or before ten days from the date of this contract and completion of contingencies. Lot will close by May 21, 2004

20061020000520080 2/4 $20.00
Shelby Cnty Judge of Probate, AL
10/20/2006 01:26:41PM FILED/CERT

10. **FIRST RIGHT OF REFUSAL:** PURCHASER(S) agree by signing this contract that he individually grant a Right of First Refusal on any purchased lots that are not built upon to the SELLER at the original purchase price. This provision expressly prohibits the PURCHASER(S) from re-sale of the lots involved in this contract without the express written consent of SELLER.

11. **SELLER WARRANTS** that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. SELLER warrant that there will be no unpaid indebtedness on the Property except Property may be subject to a construction loan at to a local bank which will be satisfied at closing. Seller warrants he is the fee owner of the Property or is authorized to execute this document for the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

12. **ENTIRE AGREEMENT**: This contact constitutes entire agreement between Purchaser(s) and Seller regarding the Property and supersedes all prior discussion, negotiations and agreements between Purchaser(s) and Seller, whether oral or written. Neither Purchaser(s), Seller, nor Broker nor any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

13. **INSURANCE:** PURCHASERS will provide SELLER with Individual Certificates of Insurance for General Liability coverage naming Greenbriar, Ltd. and Farris Management Co., Inc. as additional insureds.

14. **JOINT AND SEVERAL** - Each and every item of this contact contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event any one (1) or more of said items shall, for any reason, be held to be invalid or unenforceable, all remaining items shall nevertheless remain in full force and effect.

15. GEOTECHNICAL : **The Property may be located in an area which includes underground mines, tunnels, sinkholes and subsurface conditions. The approval of plans and specifications by the Developer shall not be construed in any respect as a representation or warranty by the Developer to any owner that the surface or subsurface conditions of any lot are suitable for the construction of a dwelling or other structures thereon. It shall be the sole responsibility of each owner to determine the suitability and adequacy of the surface and the subsurface conditions of the Lot. The Developer shall not be liable or responsible for any damage or injury suffered or incurred by owner or any other person as a result of surface or subsurface conditions affecting a Lot or any portion thereof, including, without limitation, any surface or subsurface drainage and any underground mines, tunnels, sinkholes or other contains or types of ground subsidence occurring on or under any Lot. Since a great majority of Shelby County is underlain by carbonate rocks, Developer has been advised by consulting Geotechnical Engineers that it would be advisable that purchasers of lots obtain sinkhole insurance which can be obtained through most major carriers.**

16. **DEBRIS REMOVAL**: Purchaser(s) is responsible for hauling off all debris. Please note that the City of Alabaster prohibits burning of debris without a permit and within 500 feet of a dwelling. NO DEBRIS IS TO BE DEPOSITED ON ANOTHER LOT. Any debris not removed by purchaser(s) will be removed by Seller and Purchaser(s) will be billed accordingly.

17. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and vice versa.

18. **ADDITIONAL PROVISION:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this contract. .

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Each of the parties acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.

Witness to Purchaser's Signature

Purchaser.

Witness to Seller's Signature

Mary F. Roensch, President,
Farris Management Co., Inc.

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinafter set forth: _____CASH
None CHECK

CONTRACT IS NOT ASSIGNABLE: Purchaser acknowledges that if purchaser fails to close by 30 days after final plat recordation and all contingencies have been cleared that the earnest money will be forfeited by purchaser and contract is null and void.

X _____(Init Purchaser) _____(Init Seller)

Rev 2/18/02

20061020000520080 3/4 $20.00
Shelby Cnty Judge of Probate, AL
10/20/2006 01:26:41PM FILED/CERT

STERLING PARK @ STERLING GATE
LOT CONTRACT
ADDENDUM "A"

This agreement shall be attached and made a part of the real estate contract dated the 10th day of May, 2004 between RE/MAX ADVANTAGE SOUTH and Keystone Const LLC (herein called "Purchaser") is hereby amended only in the following respect (all other terms and conditions remain the same).

- Purchaser hereby agrees to pay RE/MAX ADVANTAGE SOUTH a sales commission in the amount of 6% of sales price for the lot plus its improvements (lot plus house) upon closing.
- The completion of improvements will not exceed 360 days from the date of this contract.
- The lot plus its improvements will be listed exclusively with RE/MAX ADVANTAGE SOUTH, Barbara Gore as exclusive agent, for a period of 180 days after the certificate of occupancy has been issued.

Done this 10th day of May, 2004

RE/MAX ADVANTAGE SOUTH

BY: _____

Barbara Gore
Witness

Derek Hudson
Purchaser

Barbara Gore
Witness

_____
Purchaser

20061020000520080 4/4 $20.00
Shelby Cnty Judge of Probate, AL
10/20/2006 01:26:41PM FILED/CERT

Sterling Park @ Sterling Gate
Lot Contract Addendum B

All Builders agree to the following Specs on Homes in this neighborhood.

1. Gas Heat and Hot Water will be in all Homes.
2. Sod Front and side yards, Sod all Curb area on corner lots with at least four rows of sod. Seed and straw any other areas and dress natural areas in the perimeter of the house with straw or bark.
3. All exterior colors of brick, trim, siding, and roof to be approved by A.R.C., to be submitted for approval with house plan.
4. All Brick homes will be at least 3 sides Brick
5. Mailboxes to be purchased thru Howell Steel according to Developer's Specs and installed before Closing; numbers and letters for mailbox to be provided by developer for $3 per 6.
6. All plans must be approved and signed by developer though Real Estate Agent, Barbara Gore, and no construction will begin without approved plans.
7. All Listings are with RE/MAX ADVANTAGE SOUTH, Barbara Gore as exclusive agent, for a total of 180 days after the certificate of occupancy has been issued.
8. All Builders understand and agree Barbara Gore is Agent of Developer, Greenbriar Ltd. Farris Realty, and all lot contracts will go through Agent.
9. Each Builder is responsible for hauling off all debris and meeting ADEM Guidelines on each lot. No debris is to be deposited on another lot. IN the event this regulation is violated, builder agrees to be billed by Developer for expenses incurred to rectify the violation and will pay such bill within 15 days of notice.
10. Builders will be responsible for any situation they create to adjoining lots such as drainage problems, landscaping design, etc. If the builder does not respond to any problems created in a favorable way, Developer and adjoining lot builder will determine a solution, and the builder in violation will be billed for rectification of the situation to be paid in 15 days of notice.
11. No lots will be dug out for basements or any preliminary work done until closed.
12. No clear cutting of lots will be permitted, all trees will be left in front and other areas of lot that are not on House site.
13. Builder will remove all dead trees that are around House site perimeter and on street.

Jack Hankemo 5-10-04 — 5-10-04

Builder Date — Builder Date

Barbara Gore 5-10-04

Witness Date