STATUTORY WARRANTY DEED

This instrument was prepared by

(Name) Larry L. Halcomb, Attorney

Send Tax Notice To: Barry D. Roseman

name 5125 Crossings Parkway

3512 Old Montgomery Highway	address Birmingham, AL 35242
(Address) <u>Birmingham, Alabama 35209</u> CORPORATION FORM WARRANTY	DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR
STATE OF ALABAMA	
	IEN BY THESE PRESENTS,
	REE THOUSAND AND NO/100 (423,000.00) DOLLARS
That hi consideration of Look mondaphien therett the	THOUSAND AND NOTION (423,000.00) DOLLARS
to the undersigned grantor, Harbar Construct	tion Company, Inc.
(herein referred to as GRANTOR), in hand paid by the GRANTOR does by these presents, grant, bargain, sell and con	GRANTEES herein, the receipt of which is hereby acknowledged, the said every unto Barry D. Roseman & Bari M. Roseman
-	joint lives and upon the death of either of them, then to the survivor of inder and right of reversion, the following described real estate, situated to-wit:
	ey of Caldwell Crossings Sector 4 - The Sanctuary, n the Office of the Judge of Probate of Shelby Cour
Minerals and mining rights, together wi	ith release of damages, excepted.
Subject to taxes for 2007.	
Subject to conditions on attached Exhibit "I	9}} 88} 8 9} 8 8 9 9 8 8 9 9 9 9
	Shelby County, AL 11/14/2006
	State of Alabama
	Deed Tax: \$423.00
	TEES for and during their joint lives and upon the death of either of the heirs and assigns of such survivor forever, together with every contingent
IN WITNESS WHEREOF, the said GRANTOR, by its	Vice President, Denney Barrow,
who is authorized to execute this conveyance, has hereto set its	
ATTEST:	Harbar Construction Company, Inc. By Denney Barrow, Vice President
	Denney Barrow, Vice President
STATE OF ALABAMA COUNTY OF JEFFERSON	
I, Larry L. Halcomb, State, hereby certify that Denney Barrow whose name as Vice President of	a Notary Public in and for said County in said
	who is known to me, acknowledged before me on this day that, being officer and with full authority, executed the same voluntarily for and as
Given under my hand and official seal, this the 3rd	Lun HW
	Larry L. Halcomb Notary Public
	My Commission Expires January 23, 20 10

EXHIBIT "A"

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor 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 the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

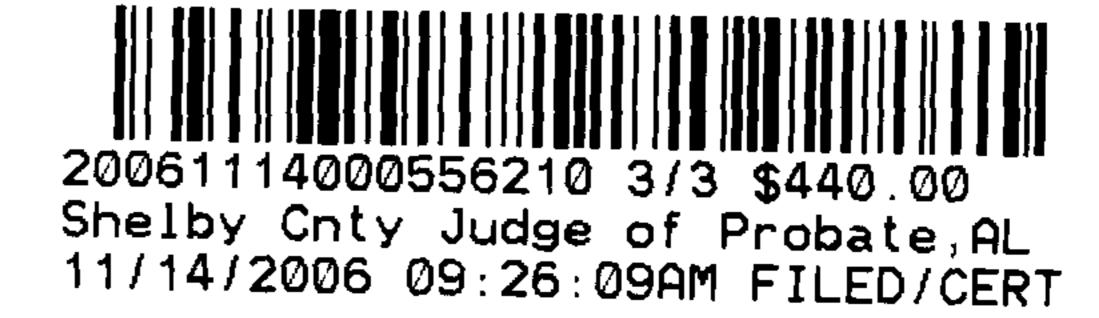


EXHIBIT "B"

Right of Way to Alabama Power Company recorded in Instrument #20050803000391990, Instrument #20050803000391980, Instrument #20060201000052420, Instrument #20040204000057770, Book 220, Page 67 and Book 217, Page 750.

Agreement with City of Hoover as recorded in Instrument #20050322000127490.

Easement as shown in Instrument #1993-31528 and in Instrument #1993-31529.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Instrument #20060426000194980, Instrument #20050413000172750, Instrument #20050322000127490, Misc. Vol. 27, Page 381 and Instrument #1997-23467.

Easement, mineral and mining rights as shown in Real Volume 319, Page 293.

- Any riparian rights with respect to Moon Glow Lake bordering property.
- Easement to the City of Hoover as shown in Instrument #2000-25987.
- .Power lines, drainage and other matters as shown on survey of Paragon Engineering, Inc., dated 05/07/97 and on survey of Laurence D. Weygand dated 01/22/05.
- . Memorandum of Lease to Foresite, LLC, as shown in Instrument #20021217000632730.