

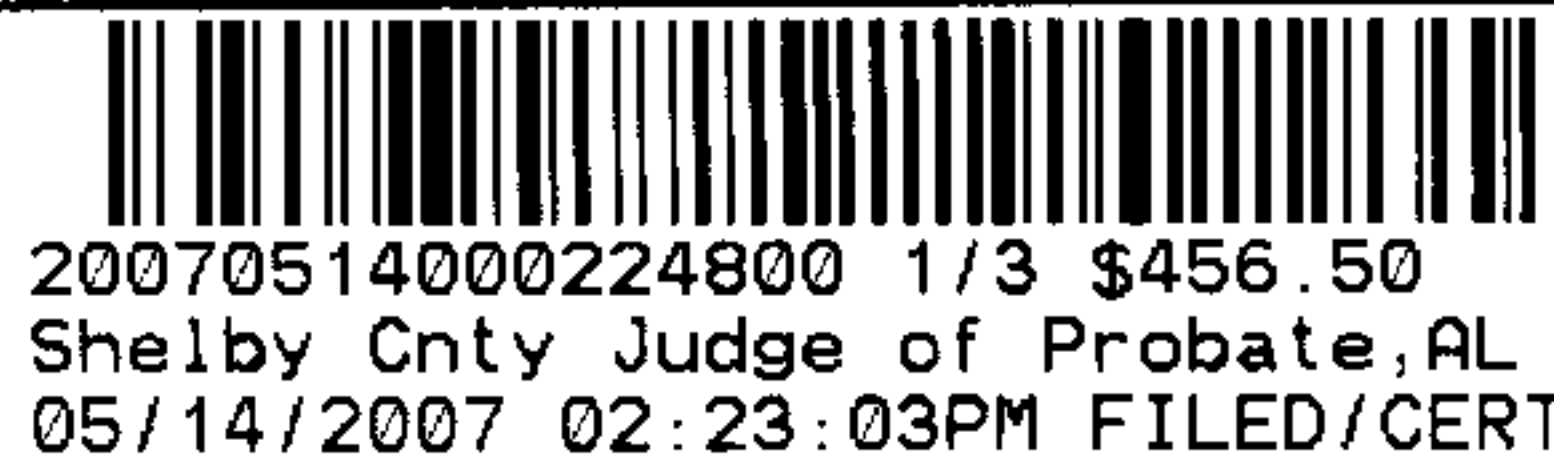
STATUTORY WARRANTY DEED

This instrument was prepared by

Send Tax Notice To:

Name) Larry L. Halcomb  
3512 Old Montgomery Highway  
Address) Birmingham, Alabama 35209

name  
5129 Crossings Parkway  
address  
Birmingham, AL 35242



Corporation Form Warranty Deed

STATE OF ALABAMA )  
COUNTY OF **SHELBY** )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **FOUR HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY & NO/100 DOLLARS**  
**(438,250.00)**

to the undersigned grantor, **Harbar Construction Company, Inc.**

a corporation

herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, he said GRANTOR does by these presents, grant, bargain, sell and convey unto **Robert H. Barr and Shirley N. Barr, Trustees, or their successors in trust, under the BARR LIVING TRUST, dated January 30, 2003 and any amendments thereto** herein referred to as GRANTEE, whether one or more), the following described real estate, situated in **Shelby County, Alabama** to-wit:

**Lot 494, according to the Map and Survey of Caldwell Crossings, Sector 4, Phase 1, (The Sanctuary), as recorded in Map Book 36, Page 28 in the Office of the Judge of Probate of Shelby County, Alabama.**

**Minerals and mining rights, together with release of damages, excepted.**

**Subject to taxes for 2007.**

**Subject to conditions on attached Exhibit "A".**

**Subject to items on attached Exhibit "B".**

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR by its **Assistant Secretary, Alesia H. Ray**, who is authorized to execute this conveyance, hereto set its signature and seal,

this the **10th** day of **May**, **19 2007**

ATTEST:

**Harbar Construction Company, Inc.**

By *Alesia H. Ray*  
**Alesia H. Ray, Assistant Secretary**

STATE OF **ALABAMA** )  
COUNTY OF **JEFFERSON** )

I, **Larry L. Halcomb,** a Notary Public in and for said County, in said State,  
hereby certify that **Alesia H. Ray**

whose name as **Assistant Secretary** of **Harbar Construction Company, 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 **10th** day of **May**, **19 2007.**

My Commission Expires January 23, 2010

*Larry L. Halcomb*  
**Larry L. Halcomb** Notary Public

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, permittees, 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.

Shelby County, AL 05/14/2007  
State of Alabama

Deed Tax: \$438.50



**EXHIBIT "B"**

7.5 foot easement on East property line as shown on recorded map.

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

Agreement with City of Hoover as recorded in Instrument #20050322000127490

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 Misc Volume 27, page 381, Instrument #20060426000194980 and  
Instrument #20050322000127490 and in Instrument #20050413000172750, Instrument  
#20050413000172740.

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

Title to all oil, gas and minerals within and underlying the premises, together with all oil mining rights and  
other rights, privileges and immunities relating thereto, together with any release of liability for injury or  
damage to persons or property as a result of the exercise of such rights as recorded in Real Volume 319,  
page 293 in the Probate Office of Shelby County, Alabama.

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.

Amendment to Restrictive Covenants (Sanctuary) as recorded in Instrument #20060516000230000

Easements or claims of easements not shown by the public records.

Oil, gas, and minerals and all other subsurface interests in, to or under the land herein described.

Present zoning classification.