


This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Billie S. McCarty, Successor Trustee under
The Todd Davie 2004 Irrevocable
Trust Dated August 20, 2004
1031 Dunnavant Place
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)


20231030000317470 1/5 \$154.00
Shelby Cnty Judge of Probate, AL
10/30/2023 09:22:47 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **ONE HUNDRED TWENTY THOUSAND AND 00/100-----DOLLARS (\$120,000.00)** to the undersigned grantor, **EDDLEMAN RESIDENTIAL, LLC.**, an Alabama limited liability company (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **EDDLEMAN RESIDENTIAL, LLC**, an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto **Billie S. McCarty, as Successor Trustee under The Todd Davie 2004 Irrevocable Trust dated August 20, 2004** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in **Shelby** County, Alabama, to-wit:

Lot 2557, according to the Survey of Highland Lakes, 25th Sector, Phase I, an Eddleman Community, as recorded in Map Book 35, Page 3, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument No. 1996-17543, and further amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase I, recorded in Instrument No. 20050609000280540, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2024, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (3) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase I, as recorded in Instrument #20050609000280540 in said Probate Office.
- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 35, Page 3, in said Probate Office.

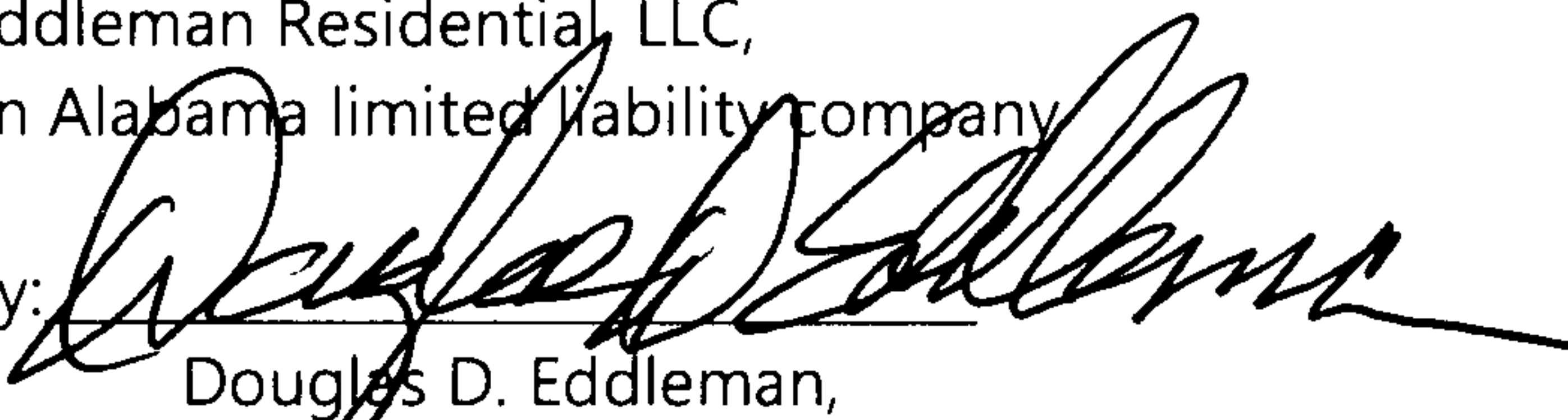
- (5) Lake easement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd. providing for easements, use by others and maintenance of lake property described within Instrument No. 1993-15705.
- (6) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.
- (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Deed Book 28, Page 237; Instrument #1998-7776; Instrument #1998-7777 and Instrument #1998-7778, in said Probate Office.
- (8) Subdivision restrictions shown on recorded plat in Map Book 35, Page 3, provide for construction of single family residence only.
- (9) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (10) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:
 - (a) As per plot plan which must be approved by the ARC;
- (11) Right(s) of Way(s) and agreement with Alabama Power Company as to covenants pertaining thereto, to be recorded in the Probate Office of Shelby County, Alabama.
- (12) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Office.
- (13) Right(s) of Way(s) granted to Birmingham Water and Sewer Board as set forth in Instrument #1997-4027 and Instrument #1996-25667 in said Probate Office.
- (14) Shelby Cable Agreement as recorded in Instrument #1997-33476.
- (15) Release of damages as recorded in Instrument #20050505000214850 in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.


This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantee, for itself and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential Services, LLC (now known as Eddleman Residential, LLC, Highland Lakes Development, Ltd. , and Highland Lakes Community, Inc. (collectively referred to as the Highland Lakes entities) their successors and assigns, 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 lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee agrees that it is acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor and the Highland Lakes entities shall mean and refer to (i) the partners, agents and employees of Grantor and the Highland Lakes entities; (ii) the officers, directors, employees and agents of general partners of Highland Lakes Development, Ltd.; and (iii) any successors or assigns of Grantor and the Highland Lakes entities (as defined herein). 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 Grantee.

TO HAVE AND TO HOLD unto the said Grantee, her successors and assigns, the entire interest in fee simple, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 17th day of October, 2023.

GRANTOR:
Eddleman Residential, LLC,
an Alabama limited liability company
By: 
Douglas D. Eddleman,
Its President and CEO

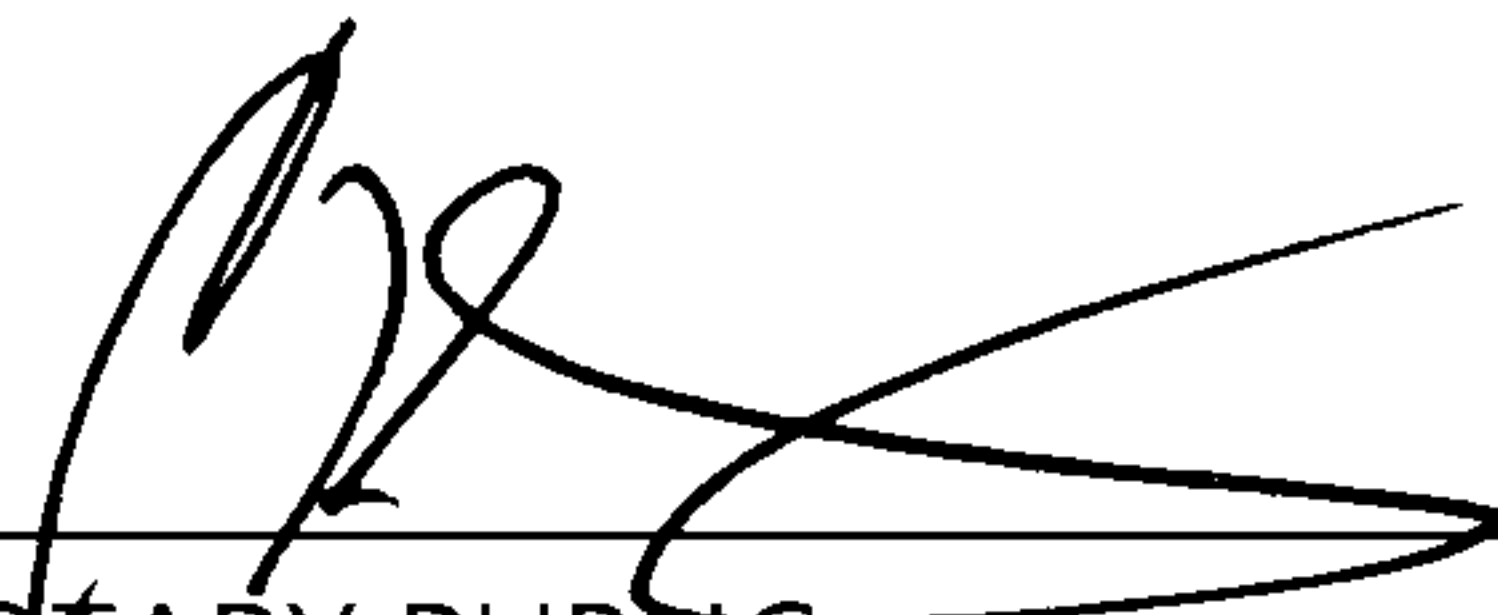
Highland Lakes - 25th Sector, Phase I
Lot 2557- The Todd Davie 2004
Irrevocable Trust


20231030000317470 3/5 \$154.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

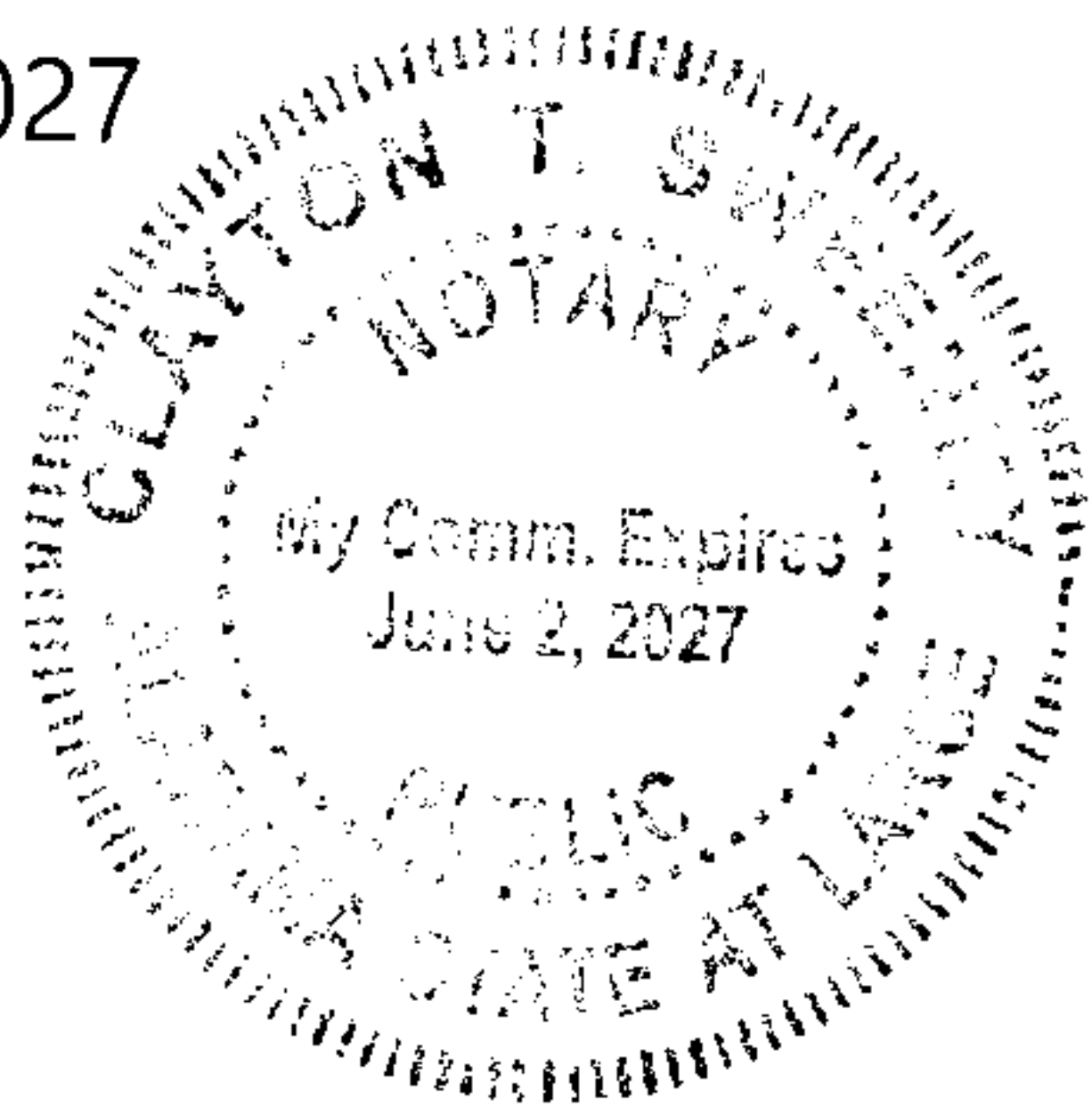
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such President and CEO, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 17th day of October, 2023.



NOTARY PUBLIC

My Commission expires: 06-02-2027



The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained here in above and Grantee, her successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

Billie S. McCarty, as Successor Trustee
Under The Todd Davie 2004 Irrevocable
dated August 20, 2004

BY: BSM=Carty
Billie S. McCarty
Its: Successor Trustee

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

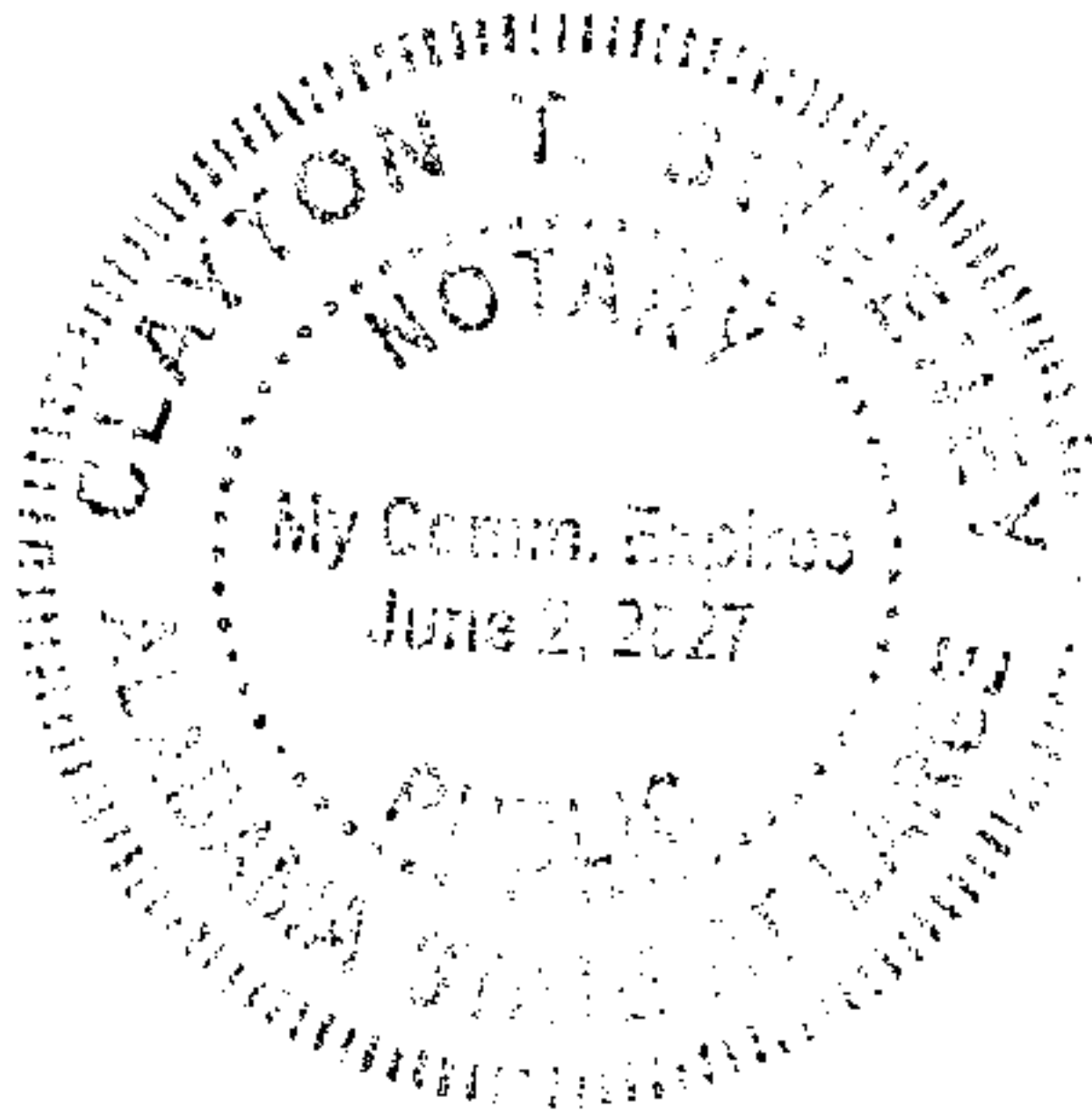
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, Billie S. McCarty, whose name as Successor Trustee under The Todd Davie 2004 Irrevocable Trust Dated August 20, 2004, is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the Deed, she as such Successor Trustee and with full authority, executed the same voluntarily for and as the act of said Trust on the day the same bears date.

Given under our hands and official seals this 17th day of October, 2023.

[Signature]
NOTARY PUBLIC

My Commission expires: 06-02-2027



Real Estate Sales Validation Form


This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Billie S. McCarty, as Successor Trustee under The Todd Davie 2004 Irrevocable Trust dated August 20, 2004
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1031 1010 Kings Way Dunnavant Place Birmingham, AL 35242
Property Address	1010 Kings Way Birmingham, AL 35242	Date of Sale	October 16, 2023
		Total Purchase Price	\$ 120,000.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Other
☐ Deed


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If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Eddleman Residential, LLC
Print by Douglas D. Eddleman, President and CEO

Unattested

(verified by)

Sign


(Grantor/Grantee/Owner/Agent) circle one