


THIS INSTRUMENT PREPARED BY:

F. Wayne Keith  
Law Offices of F. Wayne Keith PC  
120 Bishop Circle  
Pelham, Alabama 35124

  
20150306000069250 1/5 \$29.00  
Shelby Cnty Judge of Probate, AL  
03/06/2015 09:46:12 AM FILED/CERT

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## WARRANTY DEED

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Ten and no/100's Dollars (\$10.00)** and other good and valuable consideration to the undersigned grantor,

**Highpointe Investments, LLC, an Alabama limited liability company**

(hereinafter referred to a grantor) in hand paid by the grantee the receipt whereof is hereby acknowledged the said grantor does by these presents, grant, bargain, sell and convey unto

**Huckaby Lake Homeowners Association, Inc.**

(hereinafter referred to as grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

### PARCEL 1

Commence at a PK Nail at the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence N  $89^{\circ} 55' 20''$  W along the south line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section and the north line of Lot 10 of Valley Dale Estates as recorded in Map Book 4 Page 90 in the Office of the Judge of Probate in Shelby County, Alabama a distance of 41.23 feet to a  $\frac{1}{2}$ " rebar; thence N  $89^{\circ} 08' 15''$  W along the north line of Lot 10 a distance of 532.22 feet to  $\frac{1}{2}$ " rebar at the NE corner of Lot 9; thence S  $30^{\circ} 55' 26''$  W along the northwestern line of Lots 9 through 7 and leaving said  $\frac{1}{4}$ - $\frac{1}{4}$  line a distance of 378.54 feet to a rebar capped Arrington at the NE corner of Lot 6; thence S  $30^{\circ} 51' 08''$  W a distance of 459.64 feet to a cross in a concrete curb at the easternmost corner of Lot 16 of Hayesbury Commercial Park Phase 1 as recorded in Map Book 30 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama; thence N  $57^{\circ} 39' 15''$  W along the northeastern line of Lot 16 a distance of 115.21 feet to a rebar capped GSA at the northernmost corner of Lot 16; thence N  $57^{\circ} 39' 15''$  W leaving said Lot 16 180.78 feet to a rebar capped GSA; thence N  $57^{\circ} 29' 23''$  W a distance of 82.63 feet to a 1" open pipe; thence N  $00^{\circ} 11' 40''$  E a distance of 371.90 feet to a rebar with an illegible cap; thence N  $52^{\circ} 44' 02''$  E a distance of 411.26 feet to a  $\frac{1}{2}$ " rebar; thence N  $00^{\circ} 00' 42''$  E a distance of 214.50 feet to a rebar capped RCFA; thence N  $56^{\circ} 20' 53''$  E a distance of 315.85 feet to a PK Nail; thence N  $58^{\circ} 56' 35''$  E a distance of 94.87 feet to the POINT OF BEGINNING; thence N  $58^{\circ} 56' 35''$  E a distance of 126.77 feet to a rebar capped RCFA; thence N  $67^{\circ} 09' 53''$  E a distance of 341.49 feet to a PK Nail; thence N  $0^{\circ} 47' 41''$  W for a distance of 6.41 feet to a PK nail on the centerline of Indian Lake Lane, said point being a point on a curve to the right having a central angle of  $30^{\circ} 08' 14''$  and a radius of 356.89 feet, said curve subtended by a chord bearing N  $78^{\circ} 37' 05''$  W and a chord distance of 185.57 feet; thence along the arc of said curve and along said centerline a distance of 187.72 feet to a point on a compound curve having a central angle of

Shelby County, AL 03/06/2015  
State of Alabama  
Deed Tax: \$3.00



13° 30' 17" and a radius of 107.29 feet, said curve subtended by a chord bearing N 55° 41' 24" W and a chord distance of 25.23 feet; thence along the arc of said curve and along said centerline a distance of 25.29 feet to a point; thence S 57° 21' 41" W leaving said centerline a distance of 65.27 feet to a ½" rebar capped Arrington; thence S 55° 12' 48" W a distance of 104.47 feet to a point; thence S 51° 50' 45" W a distance of 127.22 feet to a ½" rebar; thence S 13° 57' 20" E a distance of 84.27 feet to the POINT OF BEGINNING.

**SUBJECT TO prescriptive right-of-ways of Indian Lake Drive and Indian Lake Lane.**

**SUBJECT FURTHER TO THE FOLLOWING:**

1. Grantor hereby reserves for itself and its successors and/or assigns the right to continue to access and use the well water, well, pump and water lines located on Parcel B and crossing Parcel B to the property retained by Grantor, which such retained property is located to the South of said Parcel B across Indian Lake Drive;
2. Grantor hereby reserves for itself and its successors and/or assigns a non-exclusive 15 foot utility and access easement across said Parcel B, the center line of said easement is the now existing water lines. Said utility and access easement shall be for the purpose of accessing, maintaining and replacing such well, well pump and water lines.

#### **PARCEL 2**

The parcel of land situated in the Northwest ¼ of the Northwest ¼ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southwest ¼ of the Northwest ¼ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence N 0° 56' 13" W along the West line of said ¼-¼ section a distance of 308.50 feet; thence N 0° 51' 37" W along said West line a distance of 299.27 feet; thence N 0° 55' 47" W along said West line a distance of 593.84 feet to the Southwest corner of the Northwest ¼ of the Northwest ¼ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence leaving said West line N 57° 29' 31" E a distance of 528.46 feet to the point of beginning; thence N 24° 14' 9" W a distance of 168.98 feet; thence N 5° 53' 20" W a distance of 66.83 feet; thence N 13° 38' 30" E a distance of 75.65 feet to the point on a non-tangent curve to the left, said curve having a radius of 50 feet and a central angle of 43° 16' 16" and being subtended by a chord which bears S 41° 34' 26" E a distance of 36.87 feet; thence in a Southeasterly direction along the arc of said curve a distance of 37.76 feet; thence S 13° 56' 54" W a distance of 49.51 feet; thence S 5° 55' 37" E a distance of 56.67 feet; thence S 24° 14' 09" E a distance of 110.23 feet; thence S 76° 6' 33" E a distance of 20.35 feet; thence S 23° 49' 20" W a distance of 61.85 feet to the point of beginning.

**Subject to:**

1. Taxes for the year 2014 and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
3. Restrictions appearing of record in Inst. No. 2002-48865; Inst. No. 2014-22006; Inst. No.

1995-31865; Inst. No. 1998-39829 and Inst. No. 1998-39828.

4. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2011-19712 and Volume 230, Page 859.

5. Right-of-way granted to South Central Bell Telephone Company recorded in Volume 277, Page 218 and Volume 333, Page 31.

6. Right of way granted to the City of Pelham recorded in Real Volume 143, Page 360.

7. Less and except any part of subject property lying within any road right-of-way.

8. Less and except any part of subject property lying within lake.

9. Riparian rights associated with the lake under applicable State and/or Federal law.

The above described property is sold as is and Grantor only warrants title from the time Grantor obtained title until the date Grantor conveys its interest in the aforesaid property to the Grantee.

Preparer on this deed offers no opinion as to the title to the above described property.

TO HAVE AND TO HOLD, unto the said grantee, its successors and assigns.

And said grantor does for itself, its successors and assigns, covenant with said grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor, by its Member, who is authorized to execute this conveyance has hereunto set its signature and seal this the 16th day of February, 2015.

ATTEST:

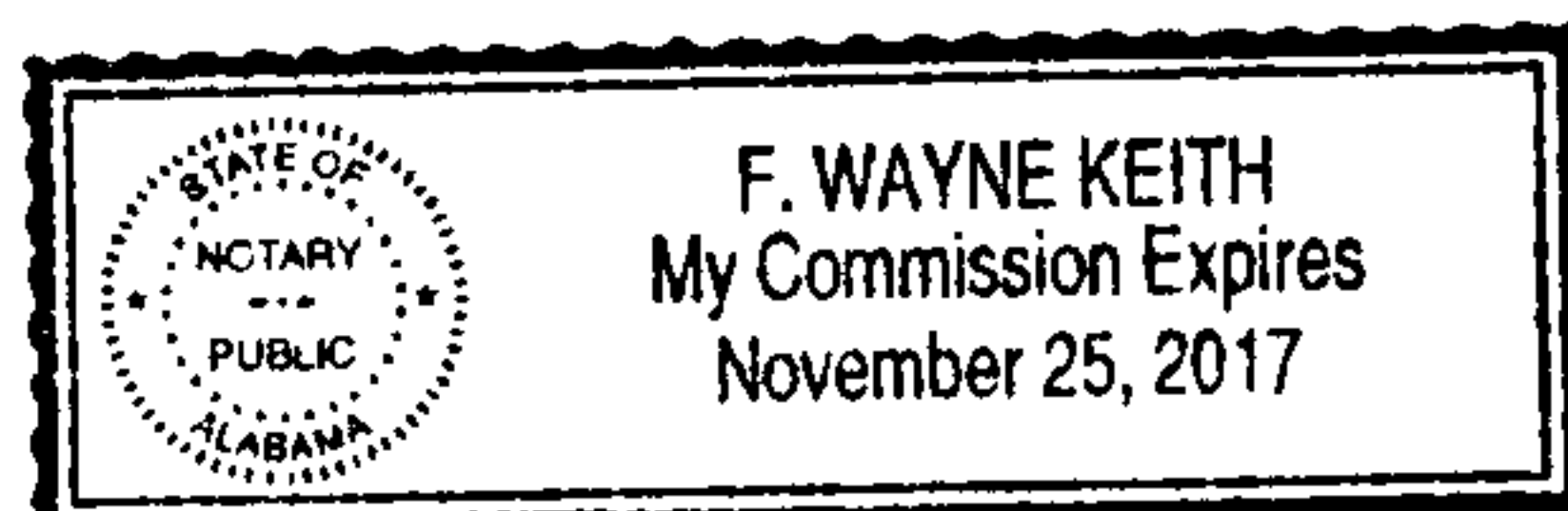
Highpointe Investments, LLC

(It's Member)

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Connor Farmer, whose name as Member of Highpointe Investments, LLC, a limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he as such Member and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 16th day of February, 2015.



Notary Public



SEND TAX NOTICE TO:  
3469 Indian Lake Circle  
Pelham, Alabama 35124



20150306000069250 4/5 \$29.00  
Shelby Cnty Judge of Probate, AL  
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### Real Estate Sales Validation Form

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

Grantor's Name: Highpointe Investments, LLC

Mailing Address : 122 Bishop Circle  
Pelham, AL 35124

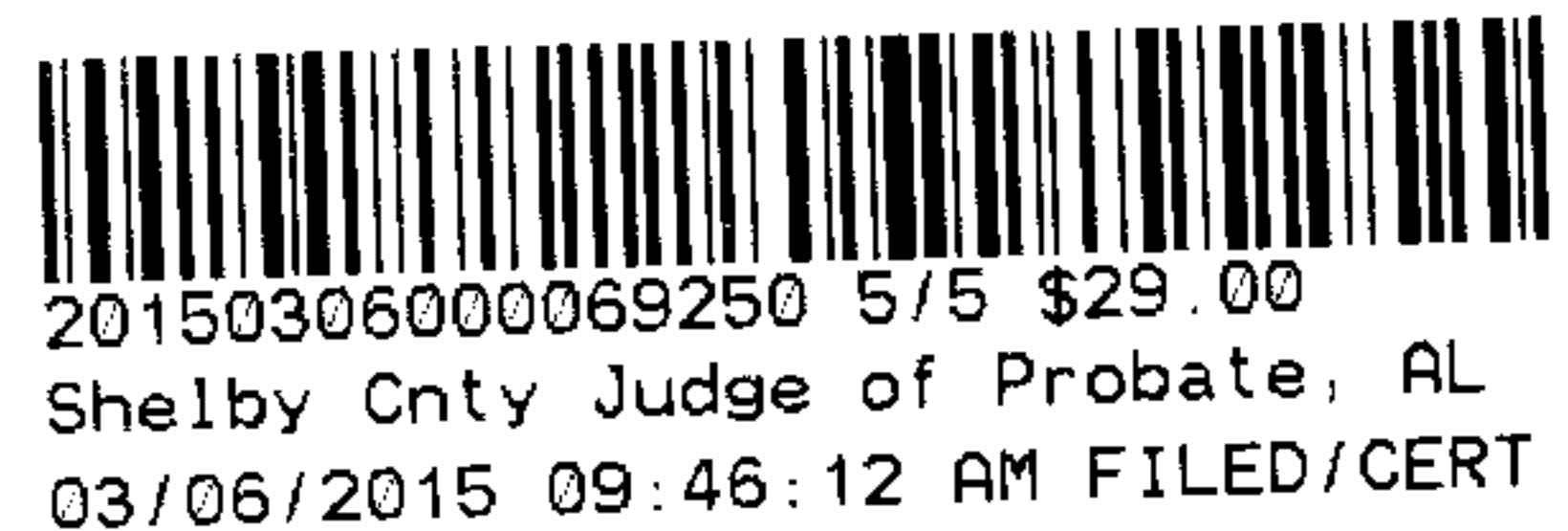
Grantee's Name: Huckaby Lake Homeowners Association, Inc.

Mailing Address : 3469 Indian Lake Drive  
Pelham, AL 35124

Properly Address: See attached deed

Date of Transfer: February 16, 2015

Total Purchase Price \$3,000.00



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		Appraisal
Sales Contract	x	Other
Closing Statement		

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

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: February 16, 2015

Law Offices of F. Wayne Keith PC

A handwritten signature in black ink, appearing to be 'F. Wayne Keith', is written over a horizontal line.

F. Wayne Keith

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