

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

Send Tax Notice to:
Vincent A. Tortorici, Jr. and Sheila G. Tortorici
6004 Club Place
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)


20171116000415670 1/5 \$478.50
Shelby Cnty Judge of Probate, AL
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STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Four Hundred Fifty One Thousand Four Hundred and No/100 Dollars (\$451,400.00) 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 **Vincent A. Tortorici, Jr. and Sheila G. Tortorici**, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in **Shelby** County, Alabama, to-wit:

Lot 2, according to the Survey of A private Subdivision for Single Family Residences Brook Highland, 26th Sector, 1st Addition Club Place, an Eddleman Community, as recorded in Map Book 45, Page 28, in the Office of the Judge of Probate of Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2018 and all subsequent years thereafter, including any "roll-back taxes."
- (2) Easement(s) as shown by recorded map.
- (3) Building line(s) as shown by recorded map.
- (4) Restrictions as shown by recorded map.
- (5) Note: Map Book 45, Page 28 shows the following reservation:
Sink Hole Prone Areas – The Subdivision shown herein including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity."
- (6) Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being recorded in Real 194, Page 54; Instrument No. 1997-34700 and Instrument No. 1998-19414, in the Probate Office of Shelby County, Alabama.
- (7) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as recorded in Real 194, Page 254, amendments recorded in Real 228, Page 882; Real 228, Page 886; Real 255, Page 131; Real 263, Page 604; Real 311, Page 78, Real 317, Page 767; Real 353, Page 969; Real 380, Page 623; Real 380, Page 627; Instrument No. 1992-16104; Instrument No. 1992-20484; Instrument No. 1993-1877; Instrument No. 1993-18798; Instrument No. 1993-31073; Instrument No. 1994-6901; Instrument No. 1994-9886; Instrument No. 1994-29497; Instrument No. 1994-32333; Instrument No. 1995-1043; Instrument No. 1997-6062; Instrument No. 1997-31108; Instrument No. 1997-32823; Instrument No. 1997-34700 and corrected in Instrument No. 1998-19414; Instrument No. 2000-933; Instrument No. 2001-1342 and corrected in Instrument No. 2001-4260; Instrument No. 20050414000176260, Instrument No. 20140103000003990 and Instrument No. 20151104000383800, in the Probate Office of Shelby County, Alabama.

- (8) Articles of Incorporation of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 281, and By-Laws of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 287, in the Probate Office of Shelby County, Alabama.
- (9) A non-exclusive Easement and Agreement between Eddleman and Associates and the Water Works and Sewer Board of the City of Birmingham, recorded in Real 194, Page 20 and Real 194, Page 43, in the Probate Office of Shelby County, Alabama.
- (10) Easement and Agreements between the Public Employees Retirement System of Ohio and the Water Works and Sewer Board of the City of Birmingham recorded in Real 194, Page 1, and Real 194, Page 40, in the Probate Office of Shelby County, Alabama.
- (11) Drainage Agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates recorded in Real 125, Page 238, in the Probate Office of Shelby County, Alabama.
- (12) Reciprocal Easement Agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates, as recorded in Real 125, Page 249 and Real 199, Page 18, in the Probate Office of Shelby County, Alabama.
- (13) Mineral and Mining rights and rights incident thereto recorded in Deed Book 32, Page 48; Deed Book 111, Page 625; Deed Book 121, Page 294 and Deed Book 178, Page 529, in the Probate Office of Shelby County, Alabama.
- (14) Restrictive Covenants with regard to underground transmission installation by Alabama Power Company recorded in Real 181, Page 995, in the Probate Office of Shelby County, Alabama.
- (15) Right of Way granted to Alabama Power Company, recorded in Real 270, Page 113, and Real 364, Page 399, in the Probate Office of Shelby County, Alabama.
- (16) Right of Way granted to Alabama Power Company, recorded in Real 377, Page 433, in the Probate Office of Shelby County, Alabama.
- (17) Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions, recorded in Real 307, Page 950, and First Supplement recorded in Instrument No. 1998-40199, in the Probate Office of Shelby County, Alabama.
- (18) Easement AT&T Alabama recorded in Instrument no. 20160516000165620 and Instrument No. 201605116000165630 in the Probate Office of Shelby County, Alabama.
- (19) Restrictions, Covenants, Conditions, Limitations, Reservations, Mineral and Mining Rights and Release of Damages appearing of record Instrument No. 20170503000153080, in the Probate Office of Shelby County, Alabama.

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.

Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and the Eddleman and Associates, Eddleman Properties, Inc., Eddleman Realty, LLC, and Courtside Development, Inc. (herein collectively referred to as the Brook Highland 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-



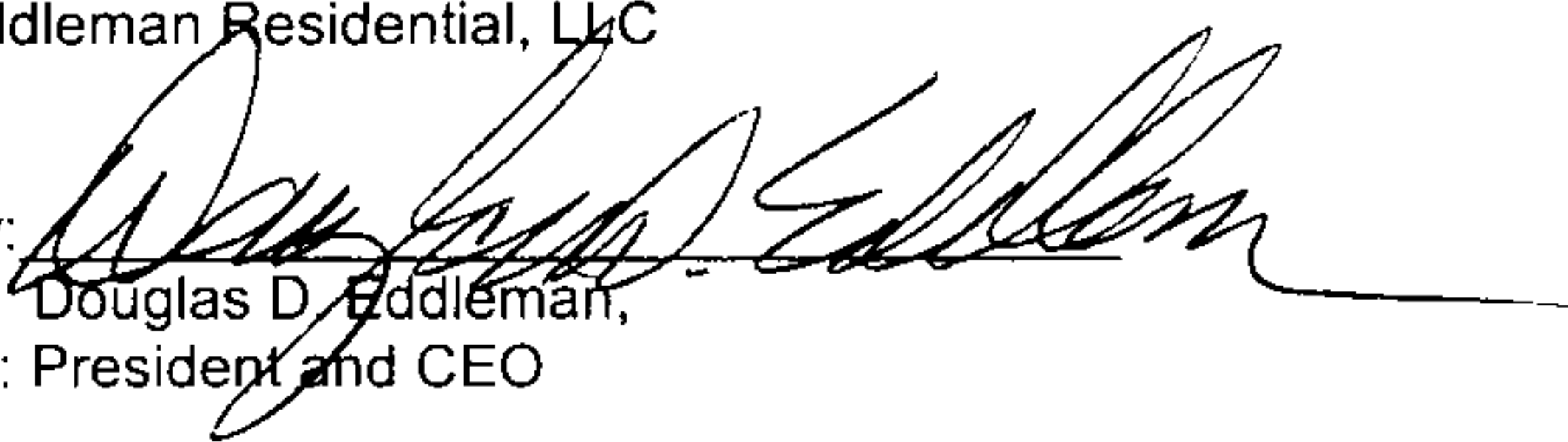
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contiguous. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph the term Grantor and Village at Highland Lakes entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Brook Highland entities as defined herein above and any successors or assigns hereof. 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, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized managing member this 8th day of November, 2017.

GRANTOR:
Eddleman Residential, LLC

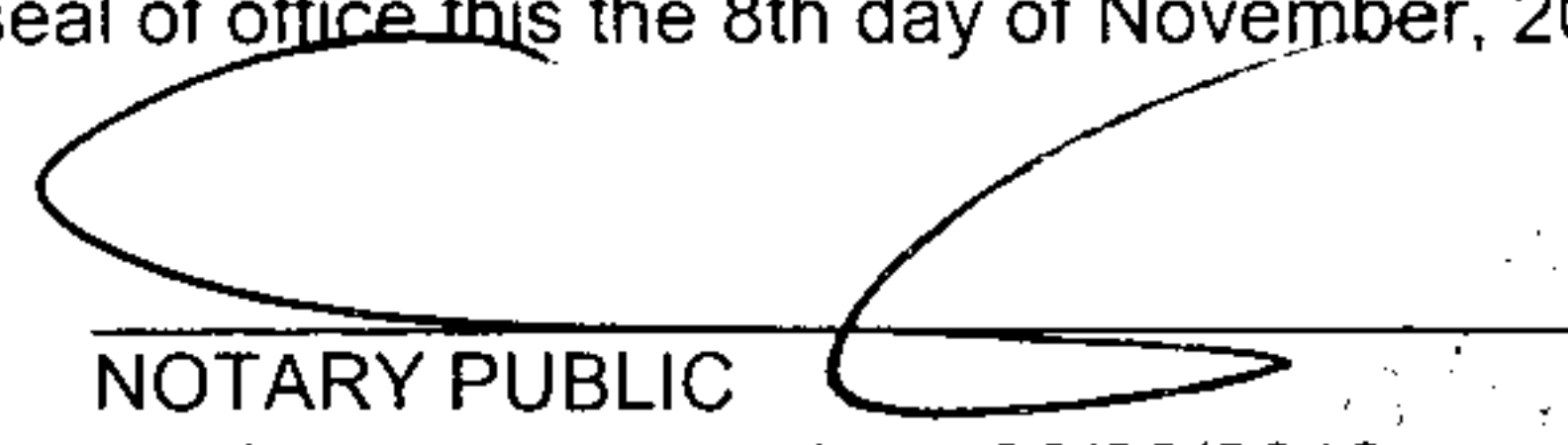
By: 
Douglas D. Eddleman,
Its: President and CEO

Lot 2 Brook Highland – 26th Sector 1st Addition
Club Place
Eddleman Residential, LLC to Vincent A. Tortorici, Jr.
and Sheila G. Tortorici

State of Alabama)
County of Jefferson)

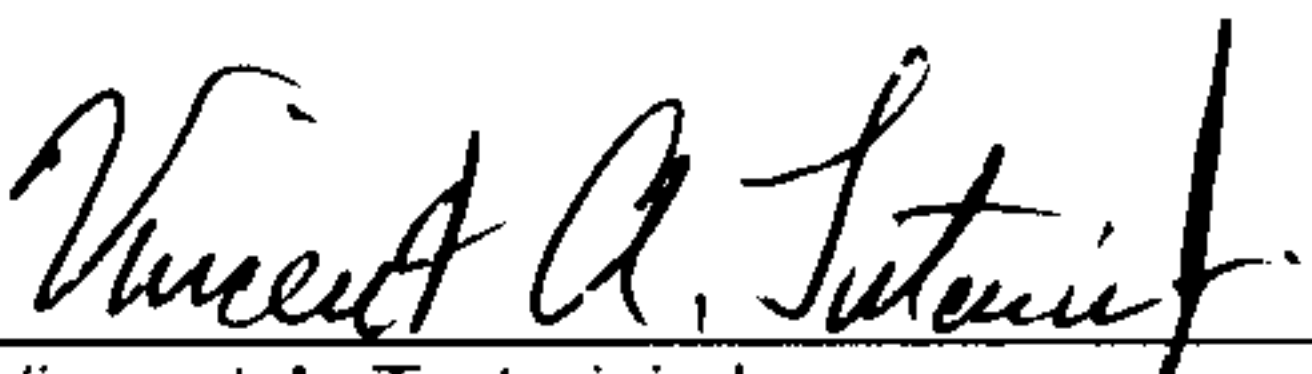
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this 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 8th day of November, 2017.


NOTARY PUBLIC
My Commission expires: 06/02/2019


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



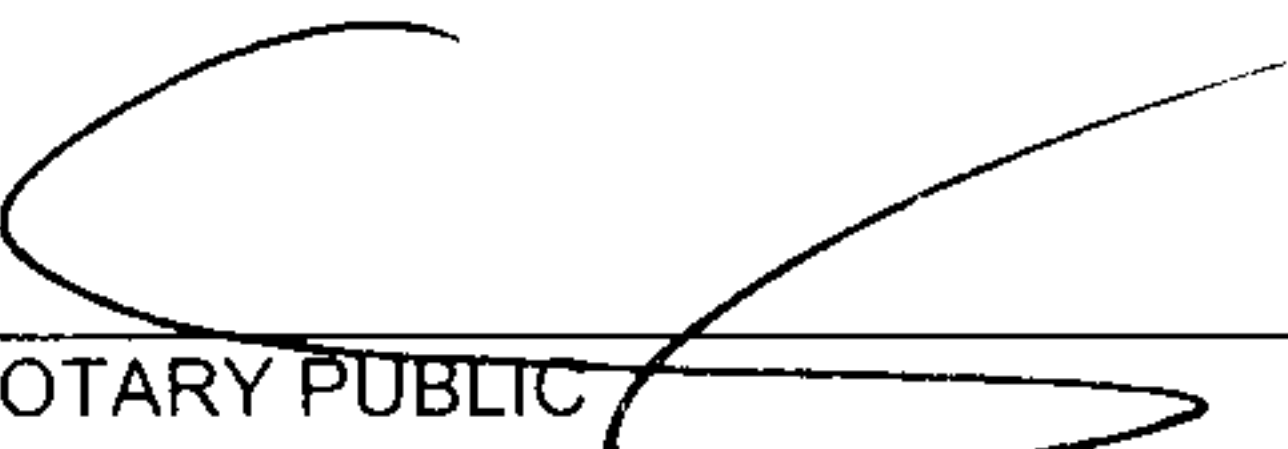
Vincent A. Tortorici, Jr.


Sheila G. Tortorici

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Vincent A. Tortorici, Jr. and Sheila G. Tortorici, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date

Given under my hand and official seal this 8th day of November, 2017.



NOTARY PUBLIC
My Commission expires: 06/02/2019




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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	Eddleman Residential, LLC	Grantee's Name	Vincent A. Tortorici, Jr. and Sheila G. Tortorici
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	6004 Club Place Birmingham, AL 35242
Property Address	6004 Club Place Birmingham, AL 35242	Date of Sale	November 8, 2017
		Total Purchase Price	\$ 451,400.00
		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 | ☐ Appraisal |
| ☐ Sales Contract | ☐ Other |
| ☒ Closing Statement | Deed |

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).

Eddleman Residential, LLC

Date _____

Print By: Douglas D. Eddleman, President and CEO

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

