


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

Send Tax Notice to:  
Eddleman Residential LLC  
2700 Highway 280 East, Suite 425  
Birmingham, Alabama 35223

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Shelby County, AL 12/22/2017  
State of Alabama  
Deed Tax: \$1354.50

  
20171222000457630 1/5 \$1381.50  
Shelby Cnty Judge of Probate, AL  
12/22/2017 01:35:38 PM FILED/CERT

STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Ten and No/100 Dollars (\$10.00) to the undersigned grantor, **THE VILLAGE AT HIGHLAND LAKES, INC.**, an Alabama Corporation (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **THE VILLAGE AT HIGHLAND LAKES, INC.**, an Alabama Corporation, does by these presents, grant, bargain, sell and convey unto **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

The preparer of this instrument makes no representation as to the status of the title conveyed herein, Legal description provided by Grantee. No title search requested nor conducted.

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) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) Existing Easements, Restrictions, Rights of Way, Building Set Back Lines, and Limitations, if any, of record.

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.

Grantee hereby acknowledges that the Grantor herein may desire to annex its remaining or adjacent property within The Village at Highland Lakes in the City of Chelsea. Grantee agrees to cooperate with the Grantor in order to accomplish such annexation. Such cooperation may include, but not be limited to, the Grantor obtaining from the Grantee, its successors and assigns, an easement or fee simple right of way across or along a property line in a width sufficient for annexation in order to make Grantor's remaining property contiguous with property located within the City limits of Chelsea. Simultaneously with this conveyance of the Lots, Grantor hereby reserves any such easement or right of way necessary to annex its remaining property into the City of Chelsea, and Grantor hereby retains an irrevocable Limited Power of Attorney for the limited purposes of future annexation of the Grantor's remaining property should Grantor desire to annex said property into the City of Chelsea and of the easement property being conveyed to Grantee into the City of Chelsea. Grantor's reservation of easements for annexation purposes shall not

CLAYTON T. SWEENEY, ATTORNEY AT LAW



interfere with the building site on any lot. The foregoing shall be considered to a part of the Permitted Exceptions.

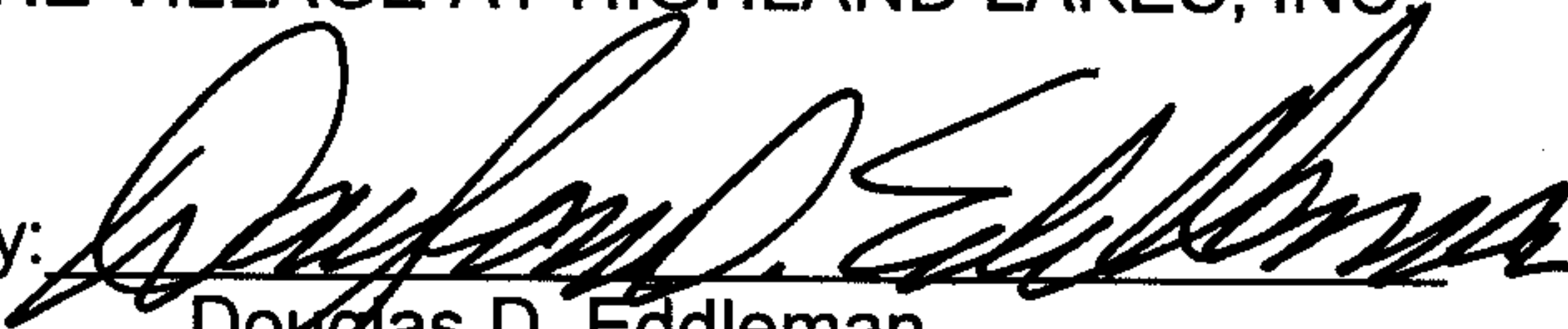
The Grantor is the Developer under the Declaration of Easements and Master Covenants for The Village at Highland Lakes, a Residential Subdivision, (recorded as Instrument Number 20060421000186650 in the Probate Office of Shelby County, Alabama) (the "Master Covenants"). In accordance with Section 11.17 of the Master Covenants, Grantor hereby assigns to Grantee with respect to the property herein conveyed (the "Lots") the Developer's rights under Section 6.4 of the Master Covenants so that the Lots shall be deemed to be owned by the Developer pursuant to Section 6.4 of the Master Covenants and each Lot shall be exempt from Assessments (as defined in the Master Covenants) until the sooner of either (i) the conveyance of the Lot to a person other than the Developer at which time the Assessments shall commence on the Lot so conveyed in accordance with Section 6.4 of the Master Covenants or (ii) the Developer elects to pay Common Area Assessments and Sector Assessments on the Lots owned by the Developer in accordance with Section 6.4 of the Master Covenants at which time Assessments shall commence on all of the Lots then owned by Grantee; provided that notwithstanding the foregoing, the Lots herein conveyed shall be subject to payment of the initial Special Assessment in accordance with Section 6.3 of the Master Covenants. Except for the limited assignment of rights herein set forth, the Grantee shall have no other rights of the Developer under the Master Covenants with respect to the Lots or otherwise.

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 Village at Highland Lakes, Inc., Village at Highland Lakes, Ltd., Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential, LLC and Regent Park Homes, LLC (herein collectively referred to as the Village at 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. . 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 Village at Highland Lakes 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 Grantee, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 13<sup>th</sup> day of December, 2017.

GRANTOR:  
THE VILLAGE AT HIGHLAND LAKES, INC.

By:   
Douglas D. Eddleman,  
Its President

The Village at Highland Lakes –  
23.53 acres TND Mixed Use Residential  
The Village at Highland Lakes, Inc. to  
Eddleman Residential, LLC

  
20171222000457630 2/5 \$1381.50  
Shelby Cnty Judge of Probate, AL  
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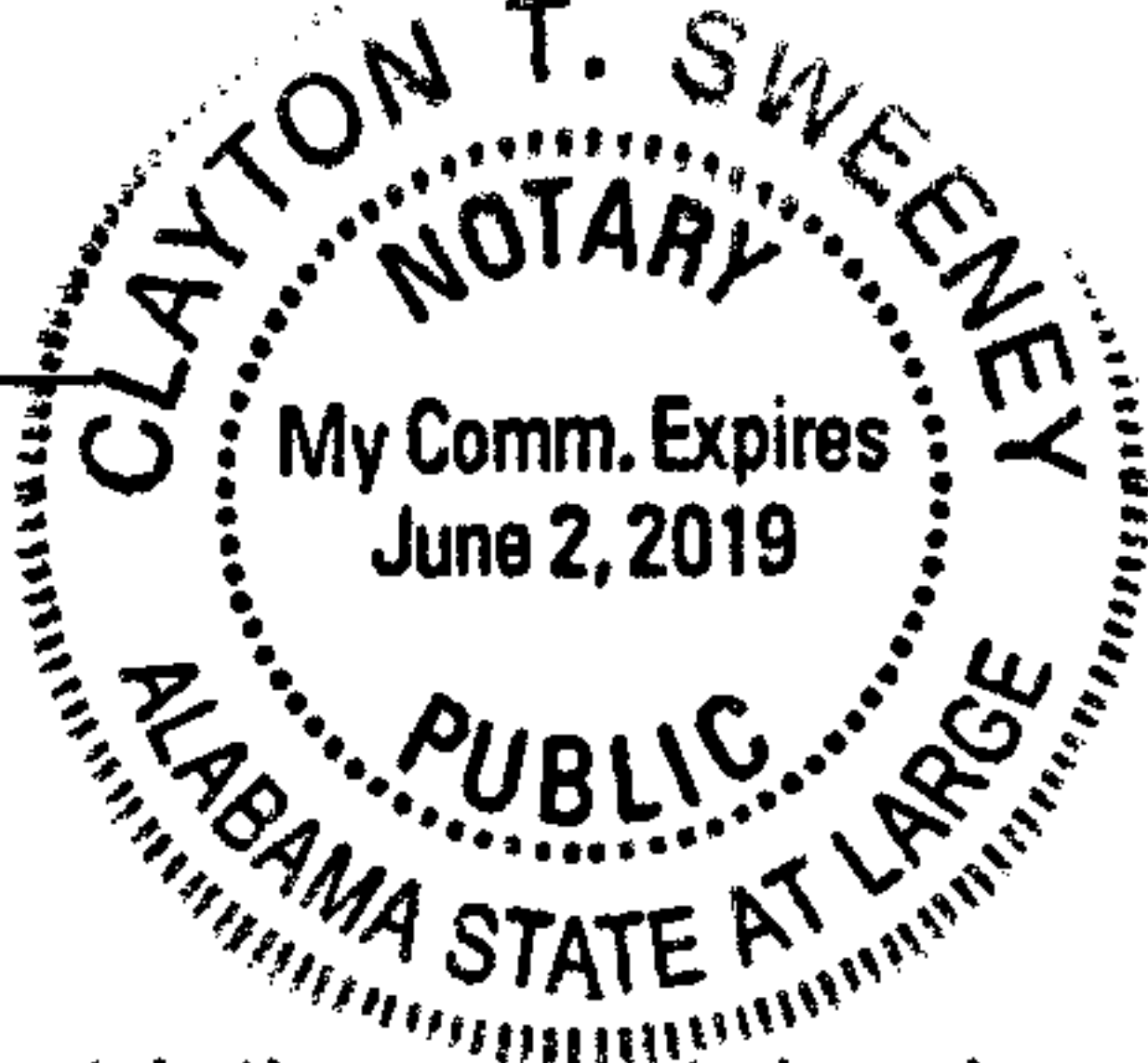


State of Alabama )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of The Village at Highland Lakes, Inc., an Alabama Corporation, 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 Officer, and with full authority, executed the same voluntarily for and as the act of said Corporation.

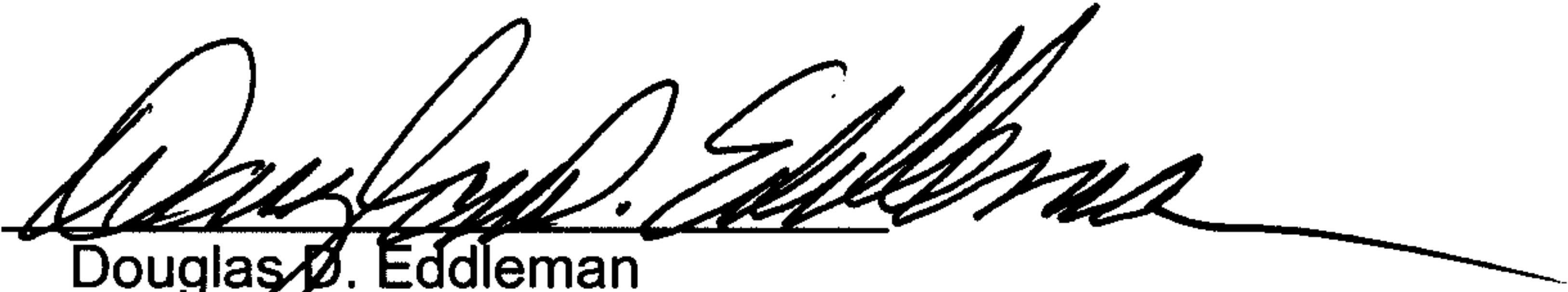
Given under my hand and official seal of office this the 13<sup>th</sup> day of December, 2017.

  
NOTARY PUBLIC  
My Commission expires: 6/2/2019



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

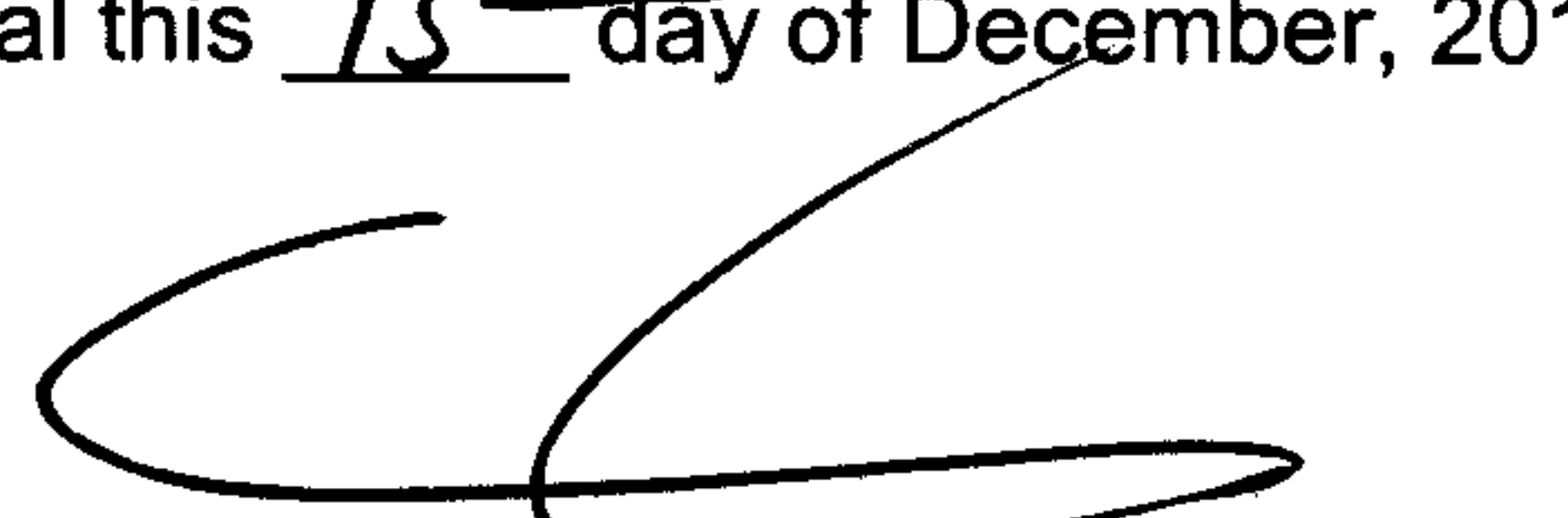
Eddleman Residential, LLC

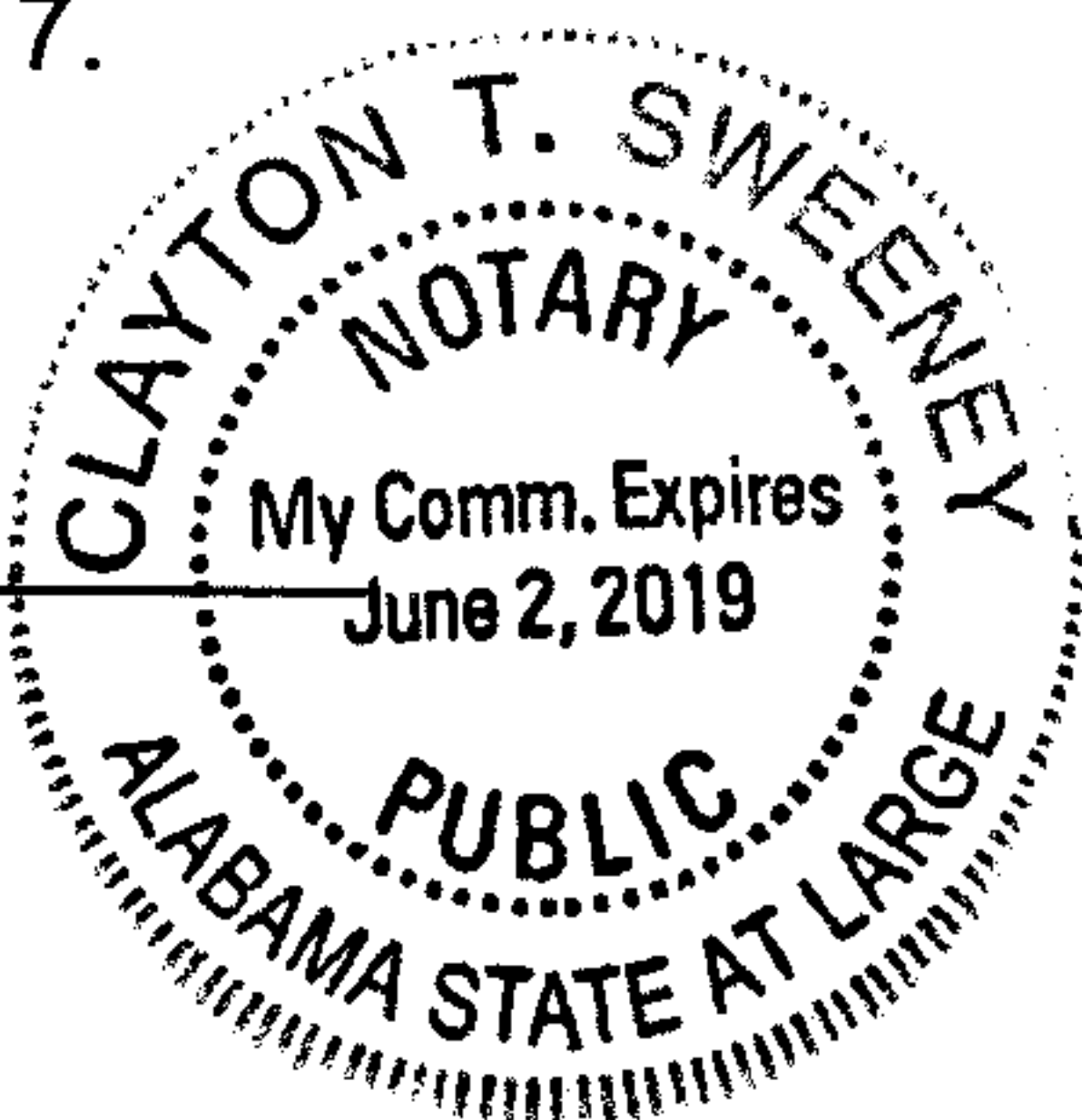
BY:   
Douglas D. Eddleman  
Its: President and CEO

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 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 limited liability company.

Given under my hand and official seal this 13<sup>th</sup> day of December, 2017.

  
NOTARY PUBLIC  
My Commission expires: 6/2/2019




  
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EXHIBIT "A"  
VILLAGE AT HIGHLAND LAKES  
TND MIXED RESIDENTIAL



SOUTHWEST CORNER  
NE 1/4 - SW 1/4  
SEC. 3, T19S, R1W

SOUTHWEST 1/4  
SEC. 3, T19S, R1W

820.73' N 89°28'19" E

ARC=241.38'  
R=3372.02'  
D=4°06'05"  
CHORD=241.33'  
CB=S 21°48'23" W

685.75'  
N 15°08'00" E

TND MIXED RESIDENTIAL  
23.53 AC.  
1,024,757 SQ. FT.

628.32'  
N 32°48'32" E

S 23°51'25" W 1210.44'  
SHELBY COUNTY HIGHWAY NO. 41

3

139.84'  
N 00°28'55" W

POINT OF BEGINNING  
TND MIXED RESIDENTIAL 759.80'

N 89°31'05" E  
1050.93'  
(NOT TO SCALE)

S 89°31'05" W

10

POINT OF COMMENCEMENT  
TND MIXED RESIDENTIAL  
SOUTHWEST CORNER  
SEC. 3, T.19S., R1W.



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COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 89 DEGREES 31 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 3 FOR 1050.93 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 28 MINUTES 55 SECONDS WEST FOR 139.84 FEET; THENCE RUN NORTH 32 DEGREES 48 MINUTES 32 SECONDS EAST FOR 628.32 FEET; THENCE RUN NORTH 15 DEGREES 08 MINUTES 00 SECONDS EAST FOR 685.75 FEET; THENCE RUN NORTH 89 DEGREES 28 MINUTES 19 SECONDS EAST FOR 820.73 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 41 AND THE POINT OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3372.02 FEET, A CHORD BEARING OF SOUTH 21 DEGREES 48 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 241.33 FEET; THENCE RUN ALONG SAID ARC AND SAID ROAD RIGHT OF WAY FOR 241.38 FEET; THENCE RUN SOUTH 23 DEGREES 51 MINUTES 25 SECONDS WEST ALONG SAID ROAD RIGHT OF WAY FOR 1210.44 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE RUN SOUTH 89 DEGREES 31 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE FOR 759.80 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 23.53 AC. OR 1,024,757 SQ. FT.



# Real Estate Sales Validation Form

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

Grantor's Name The Village at Highland Lakes, Inc.

Grantee's Name Eddleman Residential, LLC

Mailing Address 2700 Hwy. 280, Ste. 425  
Birmingham, AL 35223

Mailing Address 2700 Hwy. 280, Ste. 425  
Birmingham, AL 35223

Property Address Metes and bounds

Date of Sale December 13, 2017

Total Purchase Price \$ 1,354,300.00

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

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 \_\_\_\_\_

The Village at Highland Lakes, Inc.  
Print by Douglas D. Eddleman, President

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one



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