


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: \$496.50


20171222000457650 1/6 \$526.50
Shelby Cnty Judge of Probate, AL
12/22/2017 01:35:40 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.

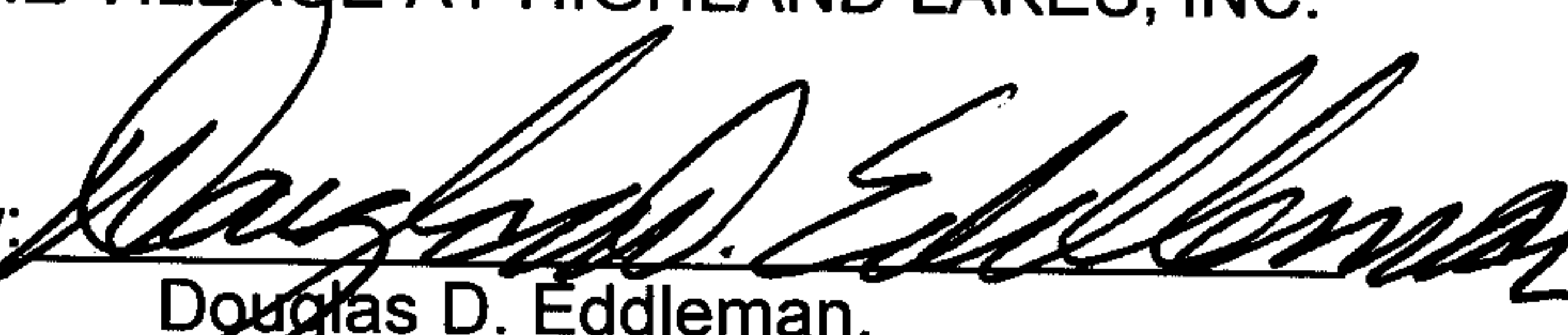
The Grantor is the Developer under the Declaration of Easements and Master Covenants for The Village at Highland Lakes, a Residential Subdivision, (recorded as Instrument Number 20060421000186650 in the Probate Office of Shelby County, Alabama) (the "Master Covenants"). In accordance with Section 11.17 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 ____ day of December, 2017.

GRANTOR:
THE VILLAGE AT HIGHLAND LAKES, INC.

By: 
Douglas D. Eddleman,
Its President

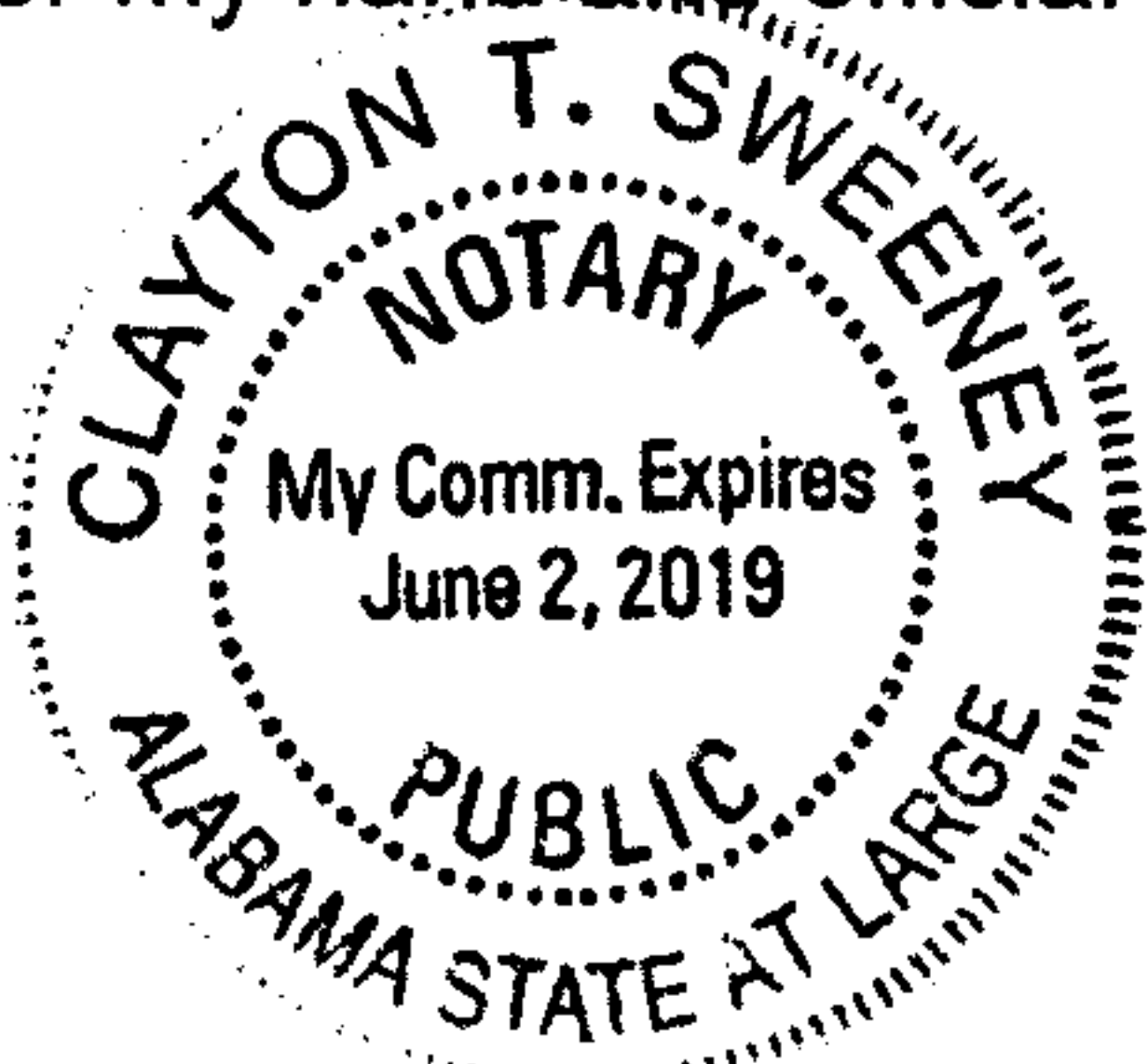
The Village at Highland Lakes –
10.12 acres 8th Sector
The Village at Highland Lakes, Inc. to
Eddleman Residential, LLC



20171222000457650 2/6 \$526.50
Shelby Cnty Judge of Probate, AL
12/22/2017 01:35:40 PM FILED/CERT

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 18th 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

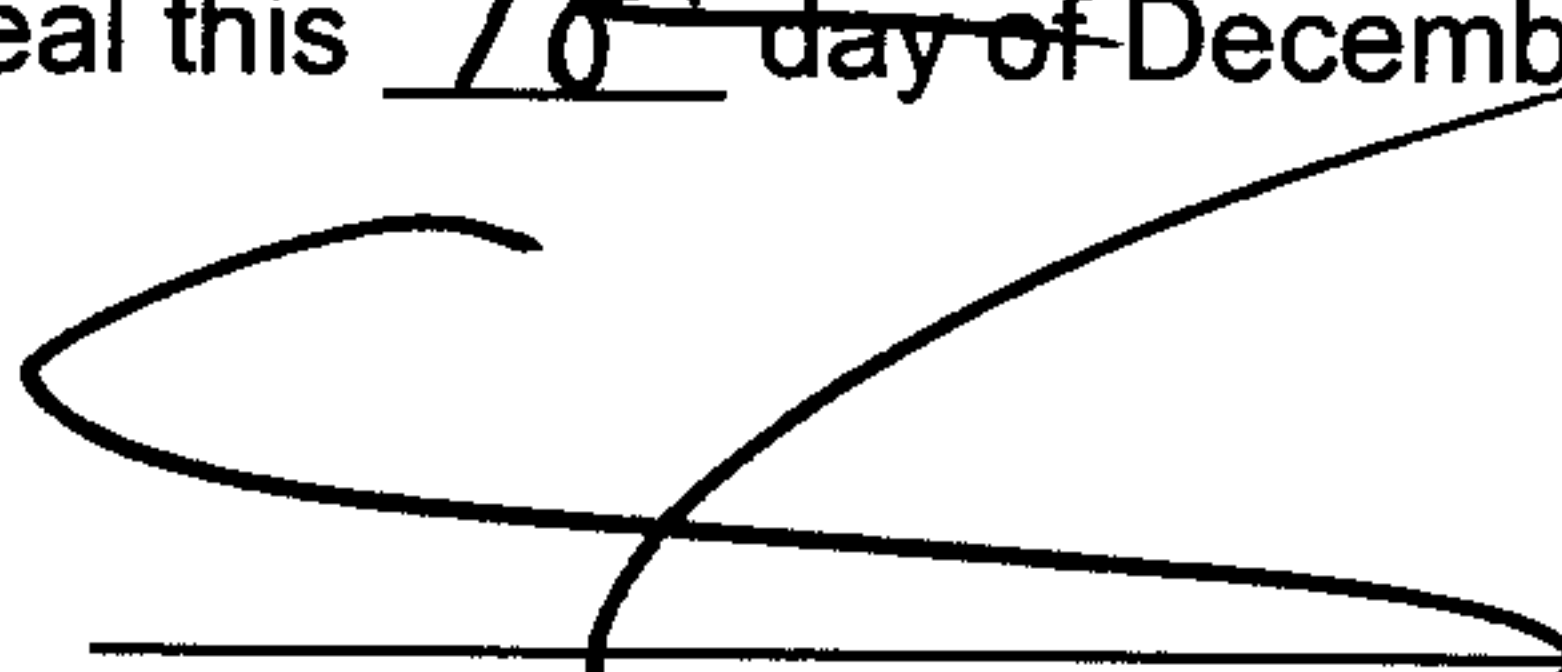
BY: 
Douglas D. Eddleman
Its: President and CEO

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 18th day of December, 2017.




NOTARY PUBLIC
My Commission expires: 6/2/2019



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EXHIBIT "A"

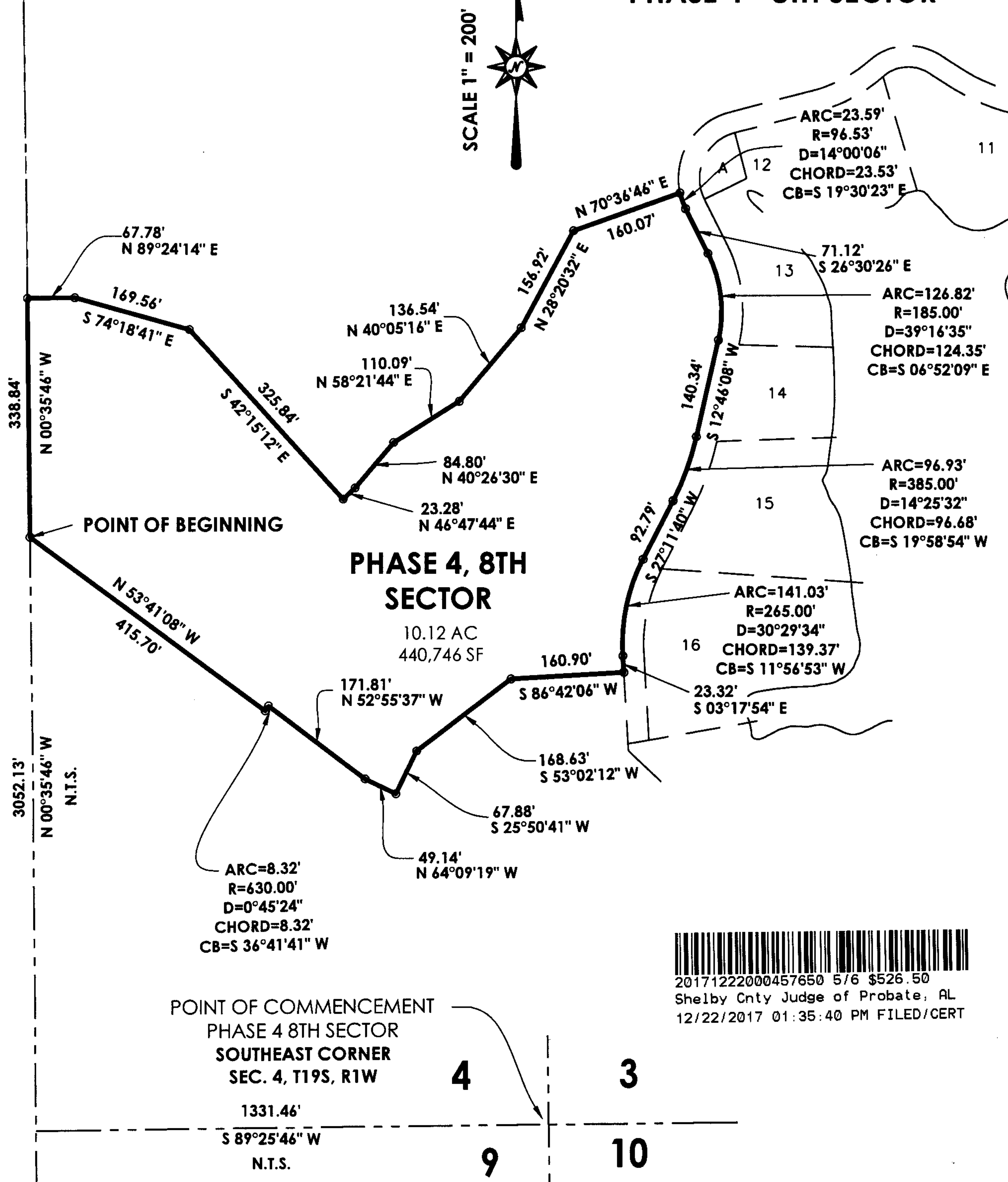
LEGAL DESCRIPTION OF A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA; AND TO BE KNOWN AS VILLAGE AT HIGHLAND LAKES, PHASE 4 - 8TH SECTOR AND SHOWN ON THE ATTACHED EXHIBIT

COMMENCE AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 89 DEGREES 25 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID 1/4 - 1/4 SECTION FOR 1331.46 FEET TO THE SOUTHWEST CORNER OF SAID 1/4 - 1/4 SECTION; THENCE RUN NORTH 00 DEGREES 35 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF THE SE 1/4 - SE 1/4 AND THE NE 1/4 - SE 1/4 FOR 3052.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE RUNNING NORTH 00 DEGREES 35 MINUTES 46 SECONDS WEST ALONG THE NE 1/4 - SE 1/4 FOR 338.84 FEET; THENCE RUN NORTH 89 DEGREES 24 MINUTES 14 SECONDS EAST FOR 67.78 FEET; THENCE RUN SOUTH 74 DEGREES 18 MINUTES 41 SECONDS EAST FOR 169.56 FEET; THENCE RUN SOUTH 42 DEGREES 15 MINUTES 12 SECONDS EAST FOR 325.84 FEET; THENCE RUN NORTH 46 DEGREES 47 MINUTES 44 SECONDS EAST FOR 23.28 FEET; THENCE RUN NORTH 40 DEGREES 26 MINUTES 30 SECONDS EAST FOR 84.80 FEET; THENCE RUN NORTH 58 DEGREES 21 MINUTES 44 SECONDS EAST FOR 110.09 FEET; THENCE RUN NORTH 40 DEGREES 05 MINUTES 16 SECONDS EAST FOR 136.54 FEET; THENCE RUN NORTH 28 DEGREES 20 MINUTES 32 SECONDS EAST FOR 156.92 FEET; THENCE RUN NORTH 70 DEGREES 36 MINUTES 46 SECONDS EAST FOR 160.07 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 96.53 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 30 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 23.53 FEET; THENCE RUN ALONG SAID ARC FOR 23.59 FEET; THENCE RUN SOUTH 26 DEGREES 30 MINUTES 26 SECONDS EAST FOR 71.12 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 52 MINUTES 09 SECONDS EAST, AND A CHORD LENGTH OF 124.35 FEET; THENCE RUN ALONG SAID ARC FOR 126.82 FEET; THENCE RUN SOUTH 12 DEGREES 46 MINUTES 08 SECONDS WEST FOR 140.34 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 58 MINUTES 54 SECONDS WEST, AND A CHORD LENGTH OF 96.68 FEET; THENCE RUN ALONG SAID ARC FOR 96.93 FEET; THENCE RUN SOUTH 27 DEGREES 11 MINUTES 40 SECONDS WEST FOR 92.79 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 265.00 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 56 MINUTES 53 SECONDS WEST, AND A CHORD LENGTH OF 139.37 FEET; THENCE RUN ALONG SAID ARC FOR 141.03 FEET; THENCE RUN SOUTH 03 DEGREES 17 MINUTES 54 SECONDS EAST FOR 23.32 FEET; THENCE RUN SOUTH 86 DEGREES 42 MINUTES 06 SECONDS WEST FOR 160.90 FEET; THENCE RUN SOUTH 53 DEGREES 02 MINUTES 12 SECONDS WEST FOR 168.63 FEET; THENCE RUN SOUTH 25 DEGREES 50 MINUTES 41 SECONDS WEST FOR 67.88 FEET; THENCE RUN NORTH 64 DEGREES 09 MINUTES 19 SECONDS WEST FOR 49.14 FEET; THENCE RUN NORTH 52 DEGREES 55 MINUTES 37 SECONDS WEST FOR 171.81 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, A CHORD BEARING OF SOUTH 36 DEGREES 41 MINUTES 41 SECONDS WEST, AND A CHORD LENGTH OF 8.32 FEET; THENCE RUN ALONG SAID ARC FOR 8.32 FEET; THENCE RUN NORTH 53 DEGREES 41 MINUTES 08 SECONDS WEST FOR 415.70 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 440,746 SQ. FT. OR 10.12 ACRES.



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EXHIBIT
VILLAGE AT HIGHLAND LAKES
PHASE 4 - 8TH SECTOR



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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 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 18, 2017

Total Purchase Price \$ 496,270.00

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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