

THIS INSTRUMENT PREPARED BY:
Clayton T. Sweeney, Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

SEND TAX NOTICE TO:
Clayton Properties Group, Inc.
Attn: J. Brooks Harris
3111 Timberlake Road Suite 100
Birmingham, AL 35243

STATE OF ALABAMA)

COUNTY OF SHELBY)



20201020000476760 1/8 \$690.00
Shelby Cnty Judge of Probate, AL
10/20/2020 01:33:02 PM FILED/CERT

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 14th day of October, 2020 by EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company ("Grantor"), in favor of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Million Two Hundred Seventy Two Thousand and No/100 Dollars (\$1,272,000.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Property is conveyed subject to the exceptions set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions").

\$625,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.

Grantee understands and agrees that Grantee must obtain 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 Grantee 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 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.



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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. Grantee acknowledges and agrees the except as otherwise set forth herein, the Property is to be sold and conveyed to, and accepted by, Grantee in its present condition, "AS IS, WHERE IS AND WITH ALL FAULTS", and Grantee hereby assumes the risk that adverse physical characteristics and existing conditions may have not been revealed by the inspections.

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.

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 from all encumbrances except for the Permitted Exceptions, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons claiming the whole or any part thereof, by, through, or under Grantor, but not further or otherwise.



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Pursuant to the provisions of Ala. Code§ 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:
Eddleman Residential, LLC
2700 Highway 280 East Suite 160
Birmingham, AL 35223

Grantee's Name and Mailing Address:
Clayton Properties Group, Inc.
3111 Timberlake Road Suite 100
Birmingham, AL 35243
Attn: J. Brooks Harris


Property Address: See Exhibit "A" for legal Description

Closing Date: October 14, 2020

Purchase Price: \$1,272,000.00

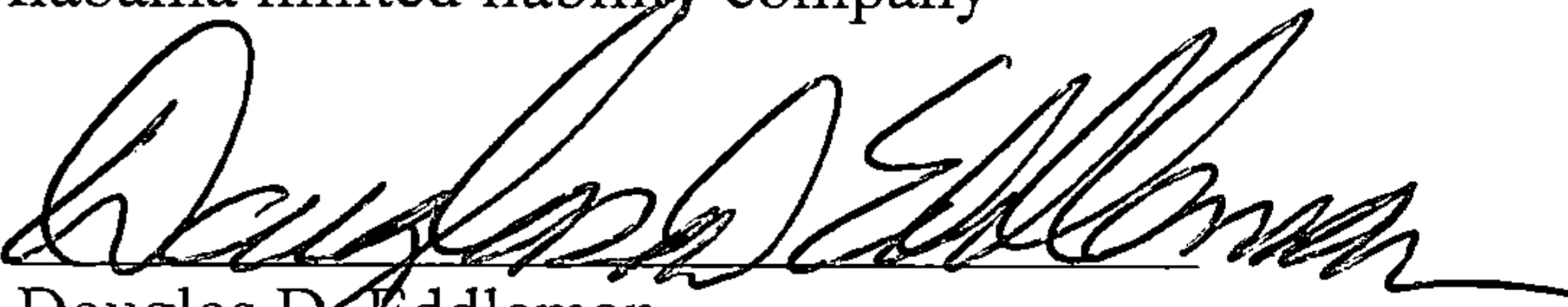
The Purchase Price can be verified by the Closing Statement.

[Signature(s) on following page(s)]


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IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

EDDLEMAN RESIDENTIAL, LLC,
an Alabama limited liability company

By: 
Douglas D. Eddleman
Its: President and CEO

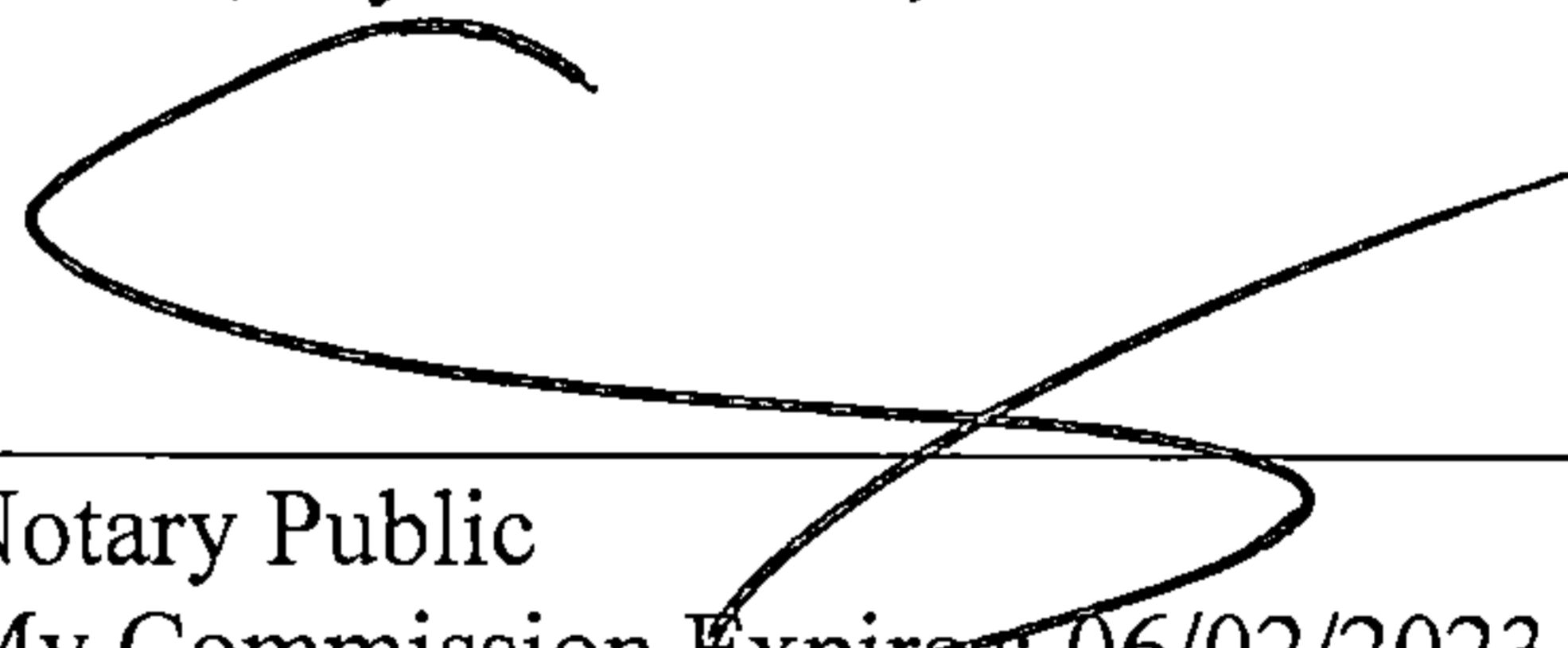
STATE OF ALABAMA)
COUNTY OF JEFFERSON)


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

Given under my hand and official seal, this the 14th day of October, 2020.

[NOTARIAL SEAL]





Notary Public
My Commission Expires: 06/02/2023

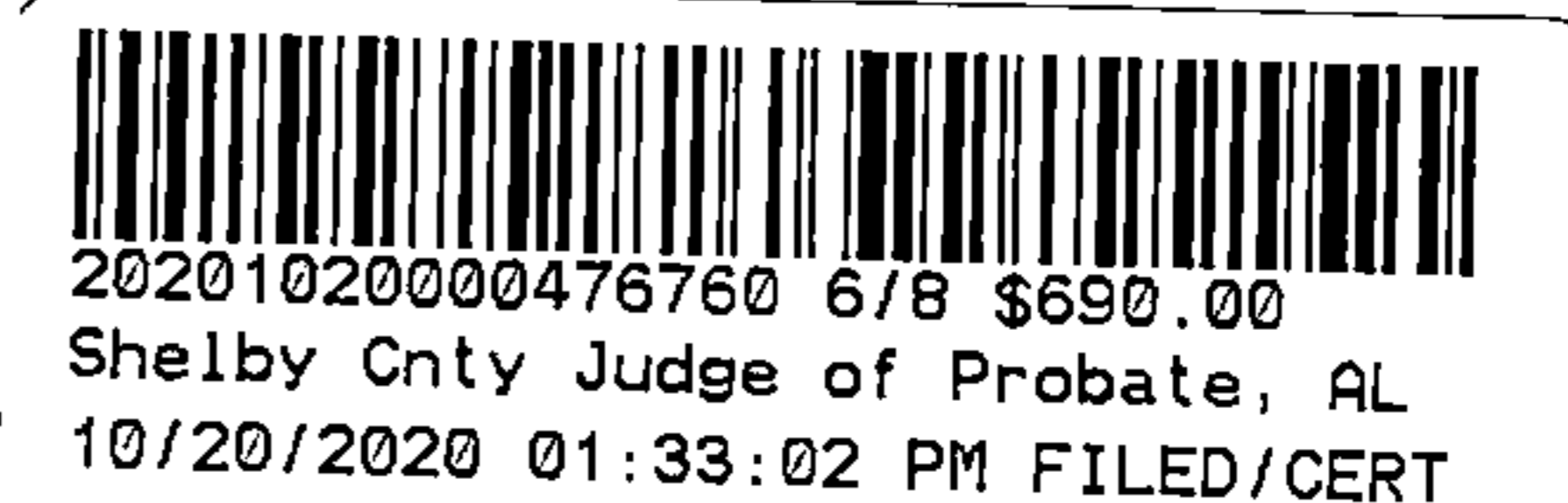

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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, its successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants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

Clayton Properties Group, Inc.

By: 
J. Brooks Harris
Its: Vice-President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Brooks Harris, whose name as Vice-President of Clayton Properties Group, Inc., an Tennessee corporation, 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 Instrument, he as officer and with full authority, signed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14th day of October, 2023.





NOTARY PUBLIC
My Commission Expires: 06/02/2023

EXHIBIT A (to Deed)

Legal Description of Property

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 4-6th Sector and shown on the attached exhibit, being a part of that property described in Statutory Warranty deed 20170707000241270 as recorded in the Probate Office of Shelby County and described below:

Commence at the Southeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 89 degrees 25 minutes 46 seconds West along the South line of said section for 404.73 feet; thence run North 00 degrees 34 minutes 14 seconds West for 87.23 feet to the point of beginning; thence run South 89 degrees 25 minutes 46 seconds West for 469.82 feet; thence run North 00 degrees 34 minutes 14 seconds West for 536.81 feet; thence run North 14 degrees 38 minutes 05 seconds East for 810.00 feet; thence run South 82 degrees 04 minutes 39 seconds East for 153.87 feet to a point on the Westerly line of the Village at Highland Lakes Sector Four – English Village Neighborhood, as recorded in Map Book 44, Page 131, in the Probate Office Shelby County, Alabama, and run along the Westerly line of said subdivision for the following described courses; thence run South 34 degrees 17 minutes 16 seconds East for 34.30 feet; thence run South 10 degrees 08 minutes 03 seconds West for 76.32 feet; thence run South 02 degrees 50 minutes 31 seconds West for 76.31 feet; thence run South 04 degrees 27 minutes 01 seconds East for 76.32 feet; thence run South 11 degrees 44 minutes 33 seconds East for 76.31 feet; thence run South 19 degrees 02 minutes 06 seconds East for 76.32 feet; thence run South 25 degrees 41 minutes 35 seconds East for 71.22 feet; thence run South 27 degrees 11 minutes 01 seconds East for 127.63 feet; thence run South 07 degrees 26 minutes 25 seconds East for 135.60 feet; thence run South 20 degrees 22 minutes 29 seconds West for 148.82 feet; thence run South 71 degrees 00 minutes 15 seconds West for 25.33 feet; thence run South 04 degrees 49 minutes 12 seconds East for 189.29 feet to a non tangent curve to the right, having a radius of 270.00 feet, a chord bearing of South 86 degrees 13 minutes 11 seconds West, and a chord length of 9.80 feet; thence run along said arc for 9.80 feet; thence run South 02 degrees 08 minutes 54 seconds East for 60.00 feet; to a non tangent curve to the left, having a radius of 330.00 feet, a chord bearing of North 85 degrees 49 minutes 44 seconds East, and a chord length of 17.71 feet; thence run along said arc for 17.71 feet; thence run South 05 degrees 42 minutes 32 seconds East for 120.00 feet; thence leaving the Westerly line of said subdivision run South 11 degrees 34 minutes 14 seconds East for 64.79 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

Commence at the Southeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 89 degrees 25 minutes 46 seconds West along the South line of said Section for 404.73 feet; thence run North 00 degrees 34 minutes 14 seconds West for 152.02 feet to the point of beginning; thence run South 79 degrees 23 minutes 33 seconds West for 84.87 feet; thence run North 88 degrees 52 minutes 00 seconds West for 204.35 feet; thence run North 69 degrees 01 minutes 11 seconds West for 149.80 feet; thence run North 05 degrees 41 minutes 07 seconds West for 189.11 feet; thence run North 06 degrees 58 minutes 49 seconds East for 417.66 feet; thence run North 14 degrees 23 minutes 13 seconds East for 561.43 feet; thence run North 73 degrees 25 minutes 05 seconds East for 144.68 feet; thence run North 82 degrees 04 minutes 39 seconds West for 153.87 feet; thence run South 14 degrees 38 minutes 05 seconds West for 810.08 feet; thence run South 00 degrees 34 minutes 14 seconds East for 536.81 feet; thence run North 89 degrees 25 minutes 46 seconds East for 469.82 feet; thence run North 00 degrees 34 minutes 14 seconds West for 64.79 feet to the point of beginning.

SAID TRACT CONTAINING 9.46 ACRES MORE OR LESS.

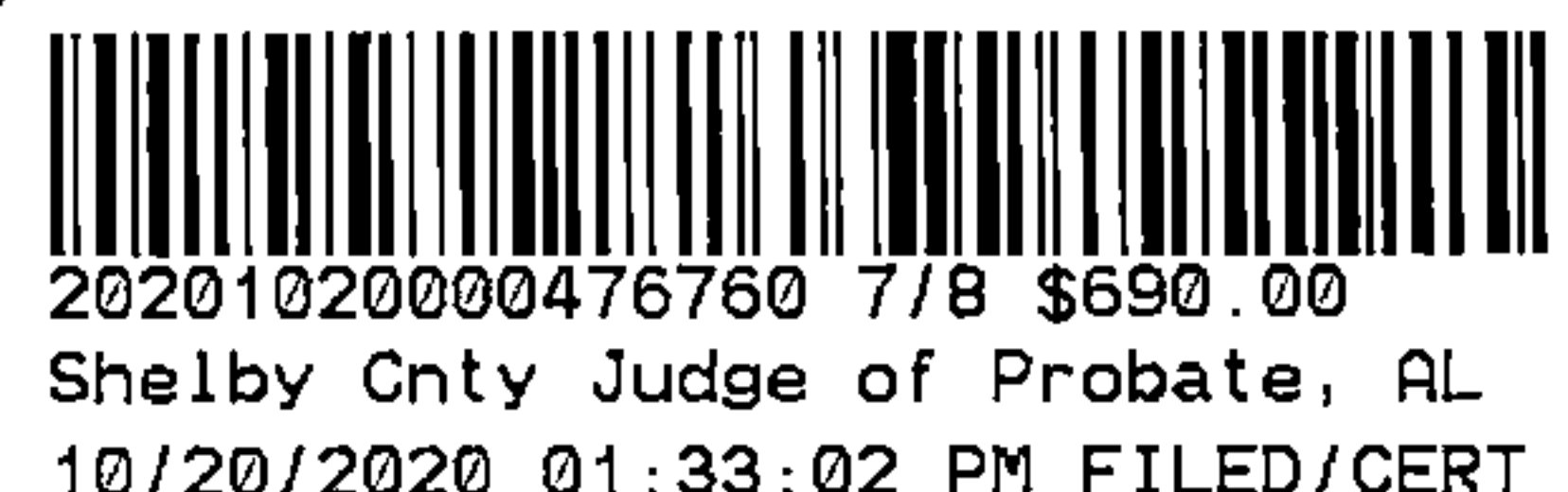



EXHIBIT B (to Deed)

Permitted Exceptions

1. 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, are not insured herein
2. Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 247, Page 905; Deed Book 139, Page 569, and Deed Book 134, Page 411.
3. Right-of-way granted to Shelby County recorded in Deed Book 196, Pages 237, 248 and 254; Inst. No. 20060630000314890; Inst. No. 20060630000315260 and Inst. No. 20060630000315270.
4. Easement to Shelby County as recorded in Inst. No. 1992-15747 and Inst. No. 1992-24264.
5. Ingress and egress easement as recorded in Real Book 321, Page 812.
6. Right of way for roadway as set forth in Real 103, Page 844 and Map Book 3, Page 148.
7. Declaration of Easements and Master Protective Covenants for The Village at 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 Inst. No. 2006421000186650, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Village Residential Association, Inc. as recorded as LR 20065, Page 6696 (Jefferson County).
8. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector One, as recorded as Inst. No. 20060421000186670.
9. Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Inst. No. 20041202000659280; Inst. No. 20060224000089280; Inst. No. 20060421000186650 and Inst. No. 2006042100018667 and amended in Inst. No. 20060712000335740.
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. Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Inst. No. 20051209000637840 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Inst. No. 20051213000644260.
12. Restrictions appearing of record in Inst. No. 20170707000241270.
13. Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes , a Residential Subdivision, Phase Four, Sector 6, English Village Neighborhood, as recorded in Instrument No. 20201020000476750 , in the Probate Office of Shelby County, Alabama.

Shelby County, AL 10/20/2020
State of Alabama
Deed Tax:\$647.00


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