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05/03/2021 01:30:28 PM
DEEDS 1/5

This Instrument was prepared by:
Gregory D. Harrelson, Esq
The Harrelson Law Firm, LLC
101 Riverchase Pkwy East
Hoover, AL 35244

Send Tax Notice To:
Danny McGee
Brittany M. Defoor
248 Normandy Lane
Chelsea, AL 35043

WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHELBY)

That in consideration of FIVE HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$540,000.00) to the undersigned GRANTOR in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, HIGHPOINTE PARTNERS, LLC, an Alabama limited liability company (herein referred to as GRANTOR) does hereby grant, bargain, sell and convey unto DANNY MCGEE and BRITTANY M. DEFOOR, (herein referred to as GRANTEEES), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion the following described real estate situated in Shelby County, Alabama to-wit:

SEE EXHIBIT "A" LEGAL DESCRIPTION

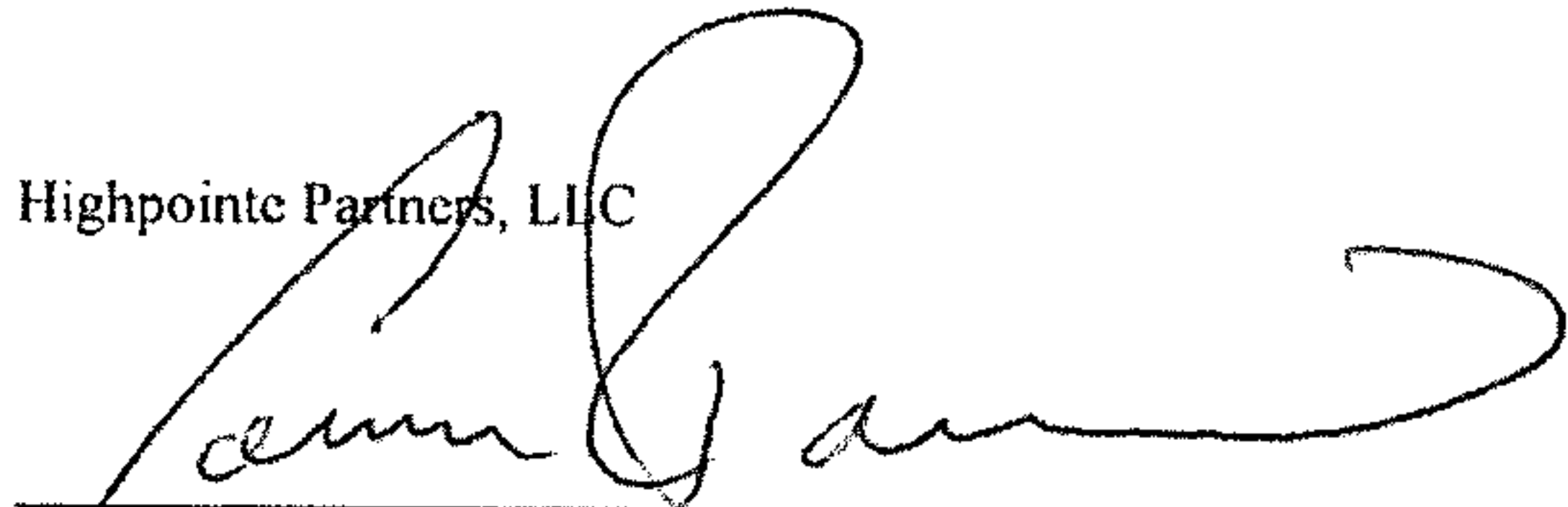
Subject to: (1) Ad valorem taxes due and payable October 1, 2021 and all subsequent years thereafter; (2) Mineral and Mining Rights not owned by Grantor; (3) All easements, restrictions, reservations, agreements, rights-of-way, building set-back lines and any other matters of record; (4) Current Zoning and use restrictions; (5) Declaration of Protective Deed Restrictions for Branch Side Estates attached hereto as Exhibit "B".

TO HAVE AND TO HOLD unto the said Grantees, their heirs and assigns, forever.

And the Grantor does for itself and for its successors and assigns covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from 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 said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor, by its duly authorized member, has hereunto set its hand and seal this the 14th day of April, 2021.


Highpointe Partners, LLC


By: Connor Farmer
Its: Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Connor Farmer, whose names as Member of Highpointe Partners, LLC 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 Member and with full authority, executed the same voluntarily for and as the act of said Highpointe Partners, LLC on the day the same bears date.

Given under my hand and official seal, this the 14th day of April, 2021.


NOTARY PUBLIC
My Commission Expires 8/21/23

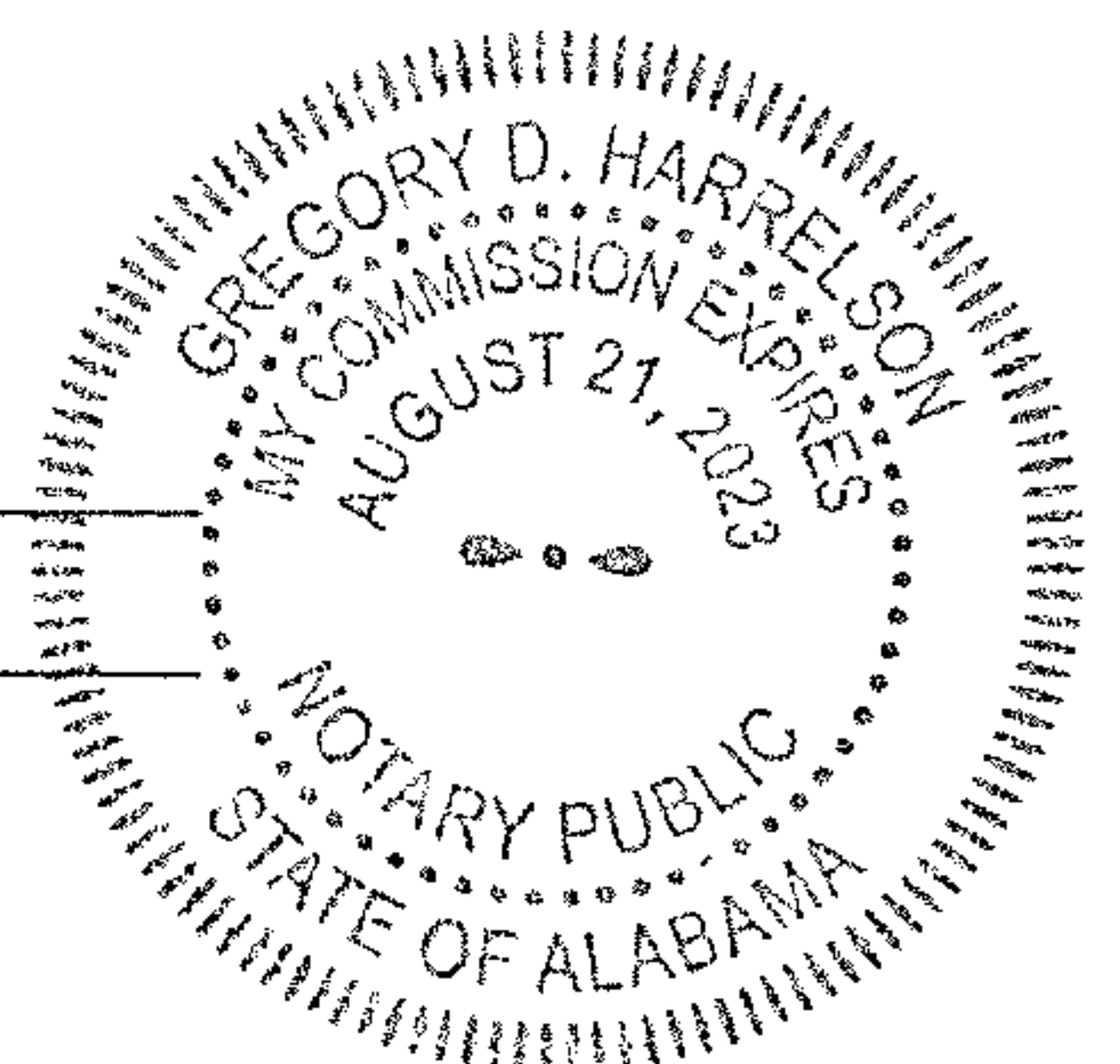


EXHIBIT "A"

Legal Description:

TRACT NO. 3: Commence at a ½" pipe in place being the Northwest corner of the Southeast one-fourth of the Southwest one-fourth of Section 4, Township 20 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 00° 10' 13" West along the West boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 245.19 feet (set ½" rebar CA-0114-LS); thence proceed South 76° 22' 48" East for a distance of 420.00 feet (set ½" rebar CA-0114-LS); thence proceed North 00° 10' 13" West for a distance of 427.17 feet (set ½" rebar CA-0114-LS) to a point on the Southerly right-of-way of Shelby County Road No. 51; thence proceed South 76° 22' 48" East along the Southerly right-of-way of said road for a distance of 444.65 feet to the P. C. of a concave curve left having a delta angle of 49° 28' 07" and a radius of 800.00 feet; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 78° 53' 08" East, 669.46 feet to the P. T. of said curve; thence proceed North 54° 12' 16" East along the Southerly right-of-way of said road for a distance of 230.86 feet to a ½" rebar in place (PLS #4848), said point being located on the centerline of a proposed 50 foot ingress and egress easement and along the centerline of an existing gravel drive; thence proceed South 73° 52' 06" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 186.25 feet; thence proceed South 82° 11' 26" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 96.09 feet; thence proceed North 74° 05' 29" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 197.88 feet; thence proceed South 78° 19' 36" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 67.90 feet; thence proceed South 59° 18' 21" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 121.07 feet; thence proceed South 63° 29' 21" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 374.25 feet to a ½" rebar in place; thence proceed South 56° 42' 51" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 12.52 feet to a ½" rebar in place being located on the East boundary of the Northwest one-fourth of the Southeast one-fourth of said Section 4; thence proceed South 00° 58' 28" East along the East boundary of said quarter-quarter section for a distance of 485.14 feet to a 5/8" rebar in place being the Southeast corner of said Northwest one-fourth of the Southeast one-

fourth; thence proceed South 00° 58' 28" East along the East boundary of the Southwest one-fourth of the Southeast one-fourth for a distance of 717.88 feet to the South bank of Yellowleaf Creek; thence proceed North 49° 45' 48" West along the South bank of said creek for a distance of 228.92 feet; thence proceed North 71° 10' 52" West along the South bank of said creek for a distance of 556.87 feet; thence proceed North 77° 01' 34" West along the South bank of said creek for a distance of 468.51 feet; thence proceed North 89° 29' 27" West along the South bank of said creek for a distance of 363.64 feet; thence proceed North 87° 46' 38" West along the South bank of said creek for a distance of 88.04 feet; thence proceed South 59° 12' 03" West along the South bank of said creek for a distance of 111.04 feet; thence proceed South 15° 29' 58" West along the South bank of said creek for a distance of 300.84 feet; thence proceed South 36° 27' 33" West along the South bank of said creek for a distance of 157.63 feet; thence proceed South 52° 55' 58" West along the South bank of said creek for a distance of 342.67 feet; thence proceed South 69° 49' 26" West along the South bank of said creek for a distance of 408.20 feet; thence proceed South 61° 28' 53" West along the South bank of said creek for a distance of 36.70 feet; thence proceed North 89° 44' 24" West for a distance of 102.31 feet to a 5/8" rebar in place, said point being located on the West boundary of the Southeast one-fourth of the Southwest one-fourth of said Section 4; thence proceed North 00° 48' 33" West along the West boundary of said quarter-quarter section for a distance of 218.79 feet to a 5/8" slick pin in place; thence proceed North 00° 57' 57" West along the West boundary of said quarter-quarter section for a distance of 214.51 feet to a 1/2" rebar in place; thence proceed North 01° 00' 58" West along the West boundary of said quarter-quarter section for a distance of 221.03 feet to a 1/2" rebar in place; thence proceed North 00° 25' 37" West along the West boundary of said quarter-quarter section for a distance of 225.59 feet to a 3/4" slick pin in place; thence proceed North 00° 10' 13" West along the West boundary of said quarter-quarter section for a distance of 248.82 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Southwest one-fourth of the Southeast one-fourth of Section 4, Township 20 South, Range 1 East, Shelby County, Alabama, and contains 68.37 acres.

According to the survey by Christopher M. Ray, Ala. Reg. No. 26017, dated the 31st day of March, 2021.

Exhibit "B"

**Declaration of Protective Deed Restrictions for Branch Side Estates
A Residential Subdivision**

- A. No mobile or manufactured homes shall be allowed on any lot.
- B. Minimum floor area shall be 2,000 square feet living area for a one-story residence and 2,500 square feet for a one-half story.
- C. No boats, trailers, or recreational vehicles may be parked in any location that can be seen from the road for a period in excess of 48 hours, provided boats and recreational vehicles and like may be stored indefinitely if they are stored in such a manner that they are incapable of being seen by another lot or home site.
- D. Any lot owner intending to install a fence along the Hwy 51 frontage portion of the lot must construct a four-rail split fence using square posts and 2"x 6" slats with a black finish, in order to maintain uniformity along the roadway.

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 Partners, LLC
 Mailing Address 120 Bishop Circle
Pelham, AL 35124

Grantee's Name Danny McGee
 Mailing Address Brittany M. Defoor
248 Normandy Lane
Chelsea, AL 35043

Property Address _____

Date of Sale 04/14/2021Total Purchase Price \$ 540,000.00

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 _____

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 4-14-2021Print Danny McGeeSign [Signature]

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 05/03/2021 01:30:28 PM
 \$574.00 CHERRY
 20210503000218680

Ann S. Byrd

Form RT-1