20210601000265820 1/5 \$34.50 Shelby Cnty Judge of Probate, AL 06/01/2021 12:53:27 PM FILED/CERT

This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East Suite 160 Birmingham, AL 35223 Send Tax Notice to: Glenn Stephen Crawford and Carol DuPriest Crawford 1044 Norman Drive Birmingham, AL 35242

STATE OF ALABAMA
COUNTY OF SHELBY

#### STATUTORY JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Ninety Six Thousand Nine Hundred Eighty Two and 38/100 Dollars (\$396,982.38) to the undersigned grantor, EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantees 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 Glenn Stephen Crawford and Carol DuPriest Crawford 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 517, according to the Map and Survey of the Village at Highland Lakes, Phase Four – Fifth Sector, English Village Neighborhood, as recorded in Map Book 50, Page 91, in the Probate Office of Shelby County, Alabama.

Together with non-exclusive 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, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, English Village Neighborhood, as recorded as Instrument No. 20150430000142220 Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Sector 4, as recorded in Instrument No. 20151230000442820, Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Phase 4, 5th Sector, as recorded in Instrument 20190619000218780 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.

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.

\$396,900.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2021 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) 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, in said Probate Office.
- (4) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248 and 254; in said Probate Office.
- (5) Declaration of Restrictive Covenants pursuant to Clean Water Act and Rivers and Harbors Act under Federal Law as recorded in instrument 20041202000659280 and Instrument 20070601000256340, in the Probate Office of Shelby County, Alabama.

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(6) Ingress and egress easements as recorded in Real Book 321, Page 812, in said Probate Office.

- (7) Right of way for roadway as set forth in Shelby Real 103, Page 844 and Map Book 3, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama.
- Articles of Incorporation of Highland Village Residential Association as recorded in Instrument 20060314000120380, in the Office of the Judge of Probate of Shelby County, Alabama and rerecorded in Instrument LR200605 Page 6696 in the Office of the Judge of Probate of Jefferson County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended.
- (9) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector Four, as recorded as Instrument 20150430000142220, and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector Four, as recorded in Instrument 20151230000442820, and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Phase 4, 5th Sector, as recorded in Instrument 20190619000218780, in said Probate Office.
- (10) Articles of Incorporation of the Village at Highland Lakes Improvement District recorded as Instrument 20051209000637840, in the Probate Office of Shelby County, Alabama.
- (11) Subdivision restrictions, limitations and conditions as set out in Map Book 50, Page 91, in said Probate Office.
- (12) Title to all minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 81, Page 417, in said Probate Office.
- (13) 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;
- (14) Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Instrument # 20051209000637840 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Instrument No. 20051213000644260.
- (15) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes in favor or Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427760.
- (16)Power Company as set forth in Instrument No. Right of Way granted to Alabama 20060630000314890; No.20060630000315260 No. Instrument Instrument and 20060630000315270, No.20080401000130220 Instrument No. Instrument and 20140718000220540, in said Probate Office.
- (17) Grant of land easement and restrictive covenants in favor or Alabama Power Company recorded in Instrument No. 20180222000057220, in said Probate Office.
- (18) Reservations, conditions, and release of damages as recorded in Instrument No. 20061229000634380, in the Probate Office of Shelby County, Alabama.
- (19) Restrictions, covenants, conditions, limitations, reservations, mineral and mining rights and release of damages as recorded in Instrument No. 20170609000202370, in the Probate Office of Shelby County, Alabama.

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, permitees, 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 noncontiguous. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall



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not be liable for and no action asserted against Grantor in connection with any grainage 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 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 representative this 27th day of May, 2021.

**GRANTOR:** 

EDDLEMAN RESIDENTIAL, LLC an Alabama limited liability company

Douglas D. Addleman

Its: President and CEO

The Village at Highland Lakes - Phase Four – 5th Sector - English Village Lot 517, Glenn Stephen Crawford and Carol DuPriest Crawford

### 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 27th day of May, 2021.

NOTARY PUBLIC

My Commission Expires: 06/02/2023

: My Comm. Expires

June 2, 2023

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

Glenn Stephen Crawford

Carol DuPriest Crawford

## STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Glenn Stephen Crawford and Carol DuPriest Crawford, 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of May, 2021

NOTARY PUBLIC

My Commission Expires: Q6(Ω2/2023

: My Comm. Expires

June 2, 2023

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### Real Estate Sales Validation Form

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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	Glenn Stephen Crawford and Carol DuPriest Crawford
	2700 Hwy. 280, Ste. 425		1044 Norman Drive
Mailing Address	Birmingham, AL 35223	Mailing Address	Birmingham, AL 35242
Property Address	1044 Norman Drive Birmingham, AL 35242	Date of Sale	May 27, 2021
		Total Purchase Price	<u>\$ 396,982.38</u>
		· or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	\$
	r actual value claimed on this form can blation of documentary evidence is not rec		tary evidence:
If the conveyance doo is not required.	cument presented for recordation contain	ns all of the required information ref	erenced above, the filing of this form
	<u></u>	nstructions	
Grantor's name and mailing address.	mailing address - provide the name of	the person or persons conveying	interest to property and their current
' address.			
Grantee's name and r	nailing address - provide the name of the	e person or persons to whom interes	est to property is being conveyed.
Property address - the property was conveyed	e physical address of the property beined.	g conveyed, if available. Date of S	Sale - the date on which interest to the
Total purchase price - offered for record.	the total amount paid for the purchase	of the property, both real and perso	onal, being conveyed by the instrument
	roperty is not being sold, the true value of smay be evidenced by an appraisal con		
the property as deterr	and the value must be determined, the nined by the local official charged with the se penalized pursuant to <u>Code of Alaban</u>	he responsibility of valuing property	lue, excluding current use valuation, of for property tax purposes will be used
	my knowledge and belief that the information of the information of the contract of the contrac		
	Eddleman Residential, LLC		
Date	, 	Print_By: Douglas D. Eddlema	n, President and CEO
		The Market of the second of th	
Unattested	/ifiad b	Sign Company	Legen men
	(verified by)	(Grantor/Grantee/O	wner/Agent) circle one