

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:
Hunter Chase Myers
Kari Beth Myers
247 Saddle Lake Dr
Alabaster, AL 35007

WARRANTY DEED

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

That in consideration of ONE HUNDRED SEVENTY FIVE THOUSAND and 00/100 DOLLARS (\$175,000.00) 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 HUNTER CHASE MYERS and KARI BETH MYERS, husband and wife, (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, 2023 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) Deed Restrictions attached hereto as Exhibit "B".

\$100,000.00 of the purchase price was paid with the proceeds of a purchase money mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, his 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 19th day of May, 2023.

Highpointe Partners, LLC


By: Wes Davis
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 Wes Davis, whose name 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 Highpointe Partners, LLC on the day the same bears date.

Given under my hand and official seal, this the 19th day of May, 2023.


NOTARY PUBLIC
My Commission Expires 8/21/23

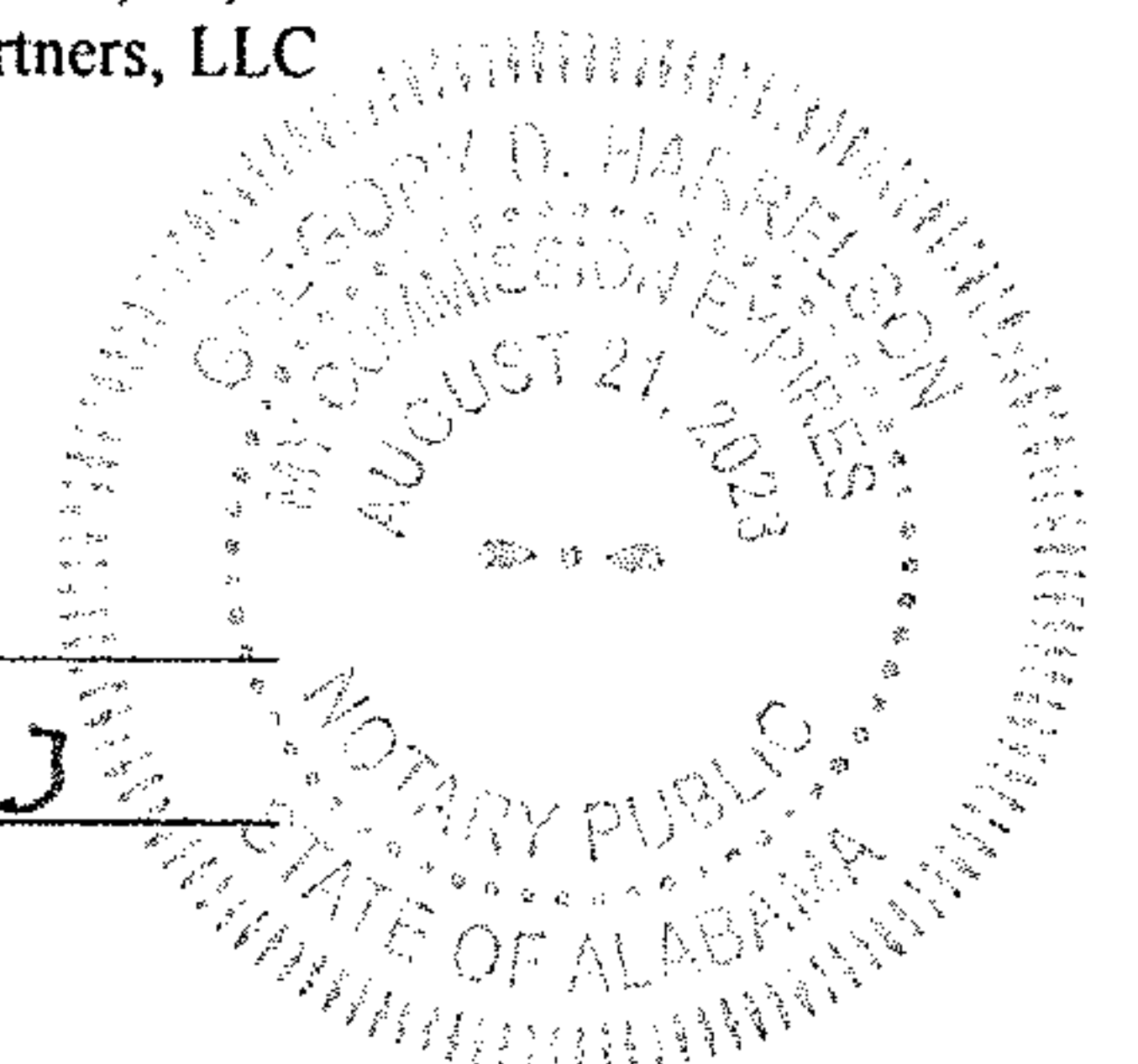


EXHIBIT "A"**Legal Description:**

Commence at a concrete monument in place being the Southeast corner of Section 1, Township 21 South, Range 2 West, Shelby County, Alabama; thence proceed North 89° 03' 03" West along the South boundary of Section 1 and is also the North boundary of Section 12, Township 21 South, Range 2 West for a distance of 660.78 feet to a concrete monument in place; thence proceed South 60° 37' 32" West for a distance of 1376.14 feet (set ½" rebar CA-0114-LS), said point being the point of beginning. From this beginning point continue South 60° 37' 32" West for a distance of 564.89 feet (set ½" rebar CA-0114-LS, said point being located on the Easterly boundary of a proposed 60 foot easement; thence proceed North 62° 37' 01" West along the Easterly boundary of said proposed 60 foot easement for a distance of 64.14 feet; thence proceed North 78° 05' 31" West along the Easterly boundary of said proposed 60 foot easement for a distance of 74.85 feet; thence proceed North 86° 35' 55" West along the Easterly boundary of said proposed 60 foot easement for a distance of 109.40 feet; thence proceed North 83° 51' 08" West along the Easterly boundary of said proposed 60 foot easement for a distance of 53.12 feet; thence proceed North 71° 32' 17" West along the Easterly boundary of said proposed 60 foot easement for a distance of 59.50 feet; thence proceed North 55° 36' 27" West along the Easterly boundary of said proposed 60 foot easement for a distance of 78.20 feet; thence proceed North 41° 39' 34" West along the Easterly boundary of said proposed 60 foot easement for a distance of 205.30 feet; thence proceed North 26° 38' 18" West along the Easterly boundary of said proposed 60 foot easement for a distance of 92.27 feet; thence proceed North 13° 42' 57" West along the Easterly boundary of said proposed 60 foot easement for a distance of 129.26 feet; thence proceed North 20° 08' 21" East along the Easterly boundary of said proposed 60 foot easement for a distance of 42.98 feet; thence proceed North 37° 54' 08" East along the Easterly boundary of said proposed 60 foot easement for a distance of 397.75 feet; thence proceed North 20° 01' 09" East along the Easterly boundary of said proposed 60 foot easement for a distance of 98.64 feet; thence proceed North 05° 06' 20" West along the Easterly boundary of said proposed 60 foot easement for a distance of 140.86 feet (set ½" rebar CA-0114-LS), said point being located on the Southerly right-of-way of Joiner Town Road; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of a concave curve left having an arc length of 170.38 feet and a radius of 697.37 feet for a chord bearing and distance of North 51° 31' 28" East, 169.96 feet to the P. T. of said curve; thence proceed North 44° 31' 31" East along the Southerly right-of-way of said road for a distance of 294.61 feet (set ½" rebar CA-0114-LS); thence proceed South 24° 02' 11" East for a distance of 1212.60 feet to the point of beginning.

The above described land is located in the, the Southwest one-fourth of the Southeast one-fourth Section 1 and the Northwest one-fourth of the Northeast one-fourth of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama.

AND ALSO GRANTED A PROPOSED 60 FOOT EASEMENT being described as follows, to-wit: A PROPOSED 60 FOOT EASEMENT BEING 30 feet in equal width on each side of the following described line:

Commence at a concrete monument in place being the Southeast corner of Section 1, Township 21 South, Range 2 West, Shelby County, Alabama; thence proceed North 89° 03' 03" West along the South boundary of Section 1 and is also the North boundary of Section 12, Township 21 South, Range 2 West for a distance of 660.78 feet to a concrete monument in place; thence proceed South 60° 37' 32" West

for a distance of 1941.03 feet (set ½" rebar CA-0114-LS); thence proceed South 27° 22' 59" West for a distance of 30.0 feet to the centerline of said proposed 60 foot easement and the point of beginning. From this beginning point proceed North 62° 37' 01" West along the centerline of said proposed 60 foot easement for a distance of 60.06 feet; thence proceed North 78° 05' 31" West along the centerline of said proposed 60 foot easement for a distance of 68.55 feet; thence proceed North 86° 35' 55" West along the centerline of said proposed 60 foot easement for a distance of 107.89 feet; thence proceed North 83° 51' 08" West along the centerline of said proposed 60 foot easement for a distance of 57.08 feet; thence proceed North 71° 32' 17" West along the centerline of said proposed 60 foot easement for a distance of 66.93 feet; thence proceed North 55° 36' 27" West along the centerline of said proposed 60 foot easement for a distance of 86.07 feet; thence proceed North 41° 39' 34" West along the centerline of said proposed 60 foot easement for a distance of 212.93 feet; thence proceed North 26° 38' 18" West along the centerline of said proposed 60 foot easement for a distance of 99.63 feet; thence proceed North 13° 42' 57" West along the centerline of said proposed 60 foot easement for a distance of 141.78 feet; thence proceed North 20° 08' 21" East along the centerline of said proposed 60 foot easement for a distance of 56.79 feet; thence proceed North 37° 54' 08" East along the centerline of said proposed 60 foot easement for a distance of 397.72 feet; thence proceed North 20° 01' 09" East along the centerline of said proposed 60 foot easement for a distance of 87.24 feet; thence proceed North 05° 06' 20" West along the centerline of said proposed 60 foot easement for a distance of 120.18 feet to its point of intersection with the Southerly right-of-way of Joiner Town Road and the termination of said proposed 60 foot easement.

EXHIBIT "B"

DECLARATION OF PROTECTIVE DEED RESTRICTIONS

- 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 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 Hunter Chase Myers
 Mailing Address Kari Beth Myers
247 Saddle Lake Dr
Alabaster, AL 35007

Property Address N/A

Date of Sale 05/19/2022

Total Purchase Price \$ 175,000

or

Actual Value

\$

or

Assessor's Market Value \$



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 05/26/2023 10:55:15 AM
 \$209.00 PAYGE
 20230526000158570

Allen S. Bayl

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

☐ Appraisal

☒ Sales Contract

☐ Other

☒ Closing Statement

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 5-19-23

Print ~~Wes~~ Wes Davis

Sign

[Signature]

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)

Form RT-1