

This Instrument was prepared by:
Gregory D. Harrelson, Esq
111 Owens Parkway
Birmingham, AL 35244

Send Tax Notice To:
Robert McLeroy
104 Beacon Drive
Columbiana, AL 35051

WARRANTY DEED

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

That in consideration of TWO HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$240,000.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, HIGHPOINTE 41, LLC, an Alabama limited liability company (herein referred to as GRANTOR) does hereby grant, bargain, sell and convey unto ROBERT MCLEROY (herein referred to as GRANTEE), 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, 2024 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) Road Maintenance Agreement attached hereto as Exhibit "B".

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 Grantee, his 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 Grantee, his 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 9th day of January, 2024.

Poor Quality

Highpointe 41, 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 name as Member of Highpointe 41, 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 41, LLC on the day the same bears date.

Given under my hand and official seal, this 9th day of January, 2024.


NOTARY PUBLIC
My Commission Expires 8/21/2027

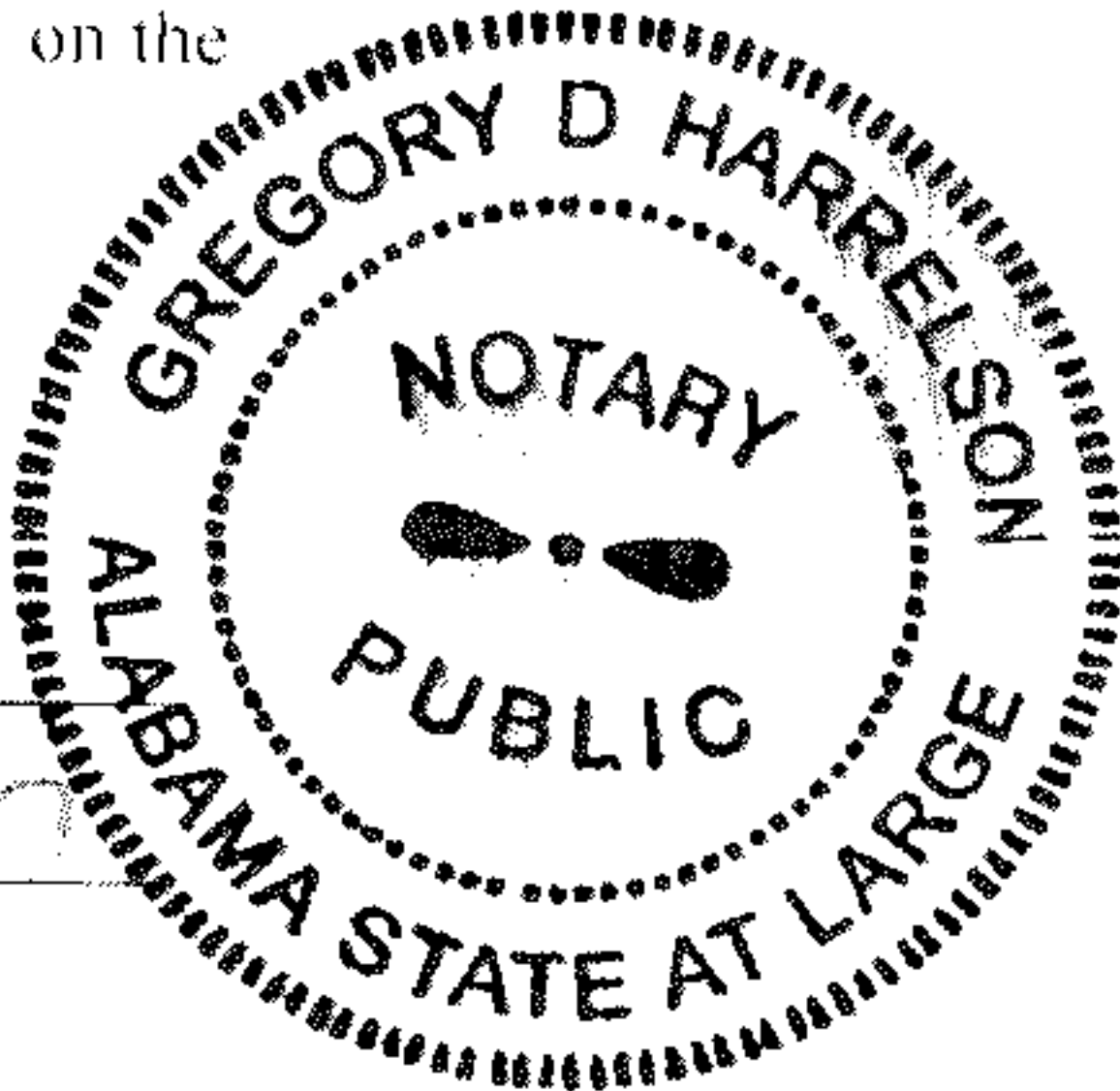


EXHIBIT "A"**Legal Description:**

Commence at a railroad rail in place being the Northwest corner of the Northwest one-fourth of the Northeast one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama; thence proceed North $88^{\circ} 49' 35''$ East along the North boundary of said quarter-quarter section of 307.02 feet to a capped rebar in place (CA 0114), said point being the point of beginning, said point also being a point on the centerline of an existing woods road and the centerline of an 80 foot proposed easement being 40 feet in equal width on each side of the following described centerline. From this beginning point proceed along the centerline of said existing woods road and also along the centerline of said proposed 80 foot easement the following bearings and distances: South $09^{\circ} 41' 26''$ West for a distance of 40.76 feet; South $29^{\circ} 30' 39''$ East for a distance of 44.15 feet; South $54^{\circ} 50' 28''$ East for a distance of 146.04 feet; South $41^{\circ} 04' 05''$ East for a distance of 36.95 feet; South $23^{\circ} 58' 36''$ East for a distance of 37.37 feet; South $04^{\circ} 31' 01''$ East for a distance of 26.79 feet; South $12^{\circ} 52' 52''$ West for a distance of 34.44 feet; South $29^{\circ} 49' 39''$ West for a distance of 69.83 feet; South $44^{\circ} 00' 40''$ West for a distance of 81.20 feet; South $49^{\circ} 43' 35''$ West for a distance of 152.10 feet; South $43^{\circ} 44' 56''$ West for a distance of 56.02 feet; South $35^{\circ} 50' 56''$ West for a distance of 53.01 feet; South $27^{\circ} 11' 29''$ West for a distance of 189.55 feet; South $20^{\circ} 04' 52''$ West for a distance of 67.00 feet; South $08^{\circ} 19' 12''$ West for a distance of 119.99 feet; South $19^{\circ} 58' 36''$ West for a distance of 30.73 feet; South $36^{\circ} 22' 29''$ West for a distance of 27.36 feet; South $62^{\circ} 13' 08''$ West for a distance of 37.14 feet; thence proceed South $38^{\circ} 51' 01''$ East for a distance of 124.19 feet (set $\frac{1}{2}$ " rebar CA-0114-LS); thence proceed North $88^{\circ} 45' 09''$ East for a distance of 1223.41 feet (set $\frac{1}{2}$ " rebar CA-0114-LS), said point being located on the East boundary of said quarter-quarter section; thence proceed North $00^{\circ} 25' 04''$ East along the East boundary of said quarter-quarter section for a distance of 1095.06 feet to a capped rebar in place (CA 0114), said point being the Northeast corner of said quarter-quarter section; thence proceed South $88^{\circ} 49' 35''$ West along the North boundary of said quarter-quarter section for a distance of 1013.84 feet to the point of beginning.

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

Along with Ingress/Egress/Utility Easement as follows:

Commence at a drill bit in place being the Northwest corner of the Northeast one-fourth of the Northwest one-fourth of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama; thence proceed North $88^{\circ} 45' 44''$ East along the North boundary of said quarter-quarter section for a distance of 1320.90 feet to a railroad rail in place being the Northeast corner of said quarter-quarter section, said corner also being the Northwest corner of the Northwest one-fourth of the Northeast one-fourth; thence proceed North $88^{\circ} 49' 35''$ East along the North boundary of said Northwest one-fourth of the Northeast one-fourth for a distance of 307.02 feet (set $\frac{1}{2}$ " rebar CA-0114-LS) said point being the point of beginning, said point also being a point on the centerline of an existing woods road and the centerline of an 80 foot proposed easement being 40 feet in equal width on each side of the following described centerline. From this beginning point proceed

along the centerline of said existing woods road and also along the centerline of said proposed 80 foot easement the following bearings and distances: South 09° 41' 26" West for a distance of 40.76 feet; South 29° 30' 39" East for a distance of 44.15 feet; South 54° 50' 28" East for a distance of 146.04 feet; South 41° 04' 05" East for a distance of 36.95 feet; South 23° 58' 36" East for a distance of 37.37 feet; South 04° 31' 01" East for a distance of 26.79 feet; South 12° 52' 52" West for a distance of 34.44 feet; South 29° 49' 39" West for a distance of 69.83 feet; South 44° 00' 40" West for a distance of 81.20 feet; South 49° 43' 35" West for a distance of 152.10 feet; South 43° 44' 56" West for a distance of 56.02 feet; South 35° 50' 56" West for a distance of 53.01 feet; South 27° 11' 29" West for a distance of 189.55 feet; South 20° 04' 52" West for a distance of 67.00 feet; South 08° 19' 12" West for a distance of 119.99 feet; South 19° 58' 36" West for a distance of 30.73 feet; South 36° 22' 29" West for a distance of 27.36 feet; South 62° 13' 08" West for a distance of 37.14 feet; South 86° 17' 14" West for a distance of 77.08 feet; North 76° 27' 39" West for a distance of 53.85 feet; North 65° 49' 16" West for a distance of 51.74 feet; North 82° 26' 48" West for a distance of 42.23 feet; South 67° 37' 29" West for a distance of 173.67 feet; South 53° 48' 41" West for a distance of 63.47 feet; South 37° 41' 27" West for a distance of 65.27 feet; South 21° 59' 48" West for a distance of 89.48 feet (set ½" rebar CA-0114-LS); South 67° 28' 13" West for a distance of 52.41 feet; South 89° 29' 47" West for a distance of 559.11 feet; South 83° 16' 10" West for a distance of 99.27 feet; South 61° 45' 45" West for a distance of 37.53 feet; South 32° 42' 05" West for a distance of 187.01 feet; thence proceed South 51° 00' 16" West along the centerline of a proposed 80 foot easement being 40 feet in equal width on each side of the following described centerline for a distance of 53.52 feet to a point on the Easterly right-of-way of Shelby County Highway No. 47 and the termination of said existing drive and proposed 80 foot easement.

EXHIBIT "B"

SHARED ROAD MAINTENANCE AGREEMENT

This Shared Road Maintenance Agreement ("Agreement") shall be binding between the owners of the real property described as Parcel 1, Parcel 2 and Parcel 3 of the attached survey by Christopher M. Ray dated June 19, 2023;

1. Purpose:

This Agreement is established to define the responsibilities and obligations of each party for the maintenance of the shared road, herein referred to as "the Road," which is further described as "Existing Drive and Centerline of Proposed 80 foot Easement" on the above referenced survey attached hereto.

2. Maintenance Responsibilities:

- a. Parties agree to equally share the costs for routine maintenance, including but not limited to pothole repairs, landscaping, gravel maintenance and replacement, grading to maintain proper drainage.
- b. Maintain the constant level of gravel necessary to preserve smoothness of the Road.

Cost Sharing:

- a. Costs incurred for maintenance activities will be shared equally unless otherwise agreed upon in writing.
- b. Each party shall promptly reimburse the other for their share of the expenses.

4. Emergency Repairs:

In the event of emergency repairs necessary for safety or accessibility, the party initiating the repair shall promptly notify the other parties and seek approval for cost-sharing.

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

Grantee's Name Robert McLeroy
 Mailing Address 104 Beacon Drive
 Columbiana, AL 35051

Property Address N/A

Date of Sale 1/9/2024
 Total Purchase Price \$ 240,000
 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 1/9/2024

Print

Sign

Robert McLeroy

[Signature]

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 01/19/2024 10:23:28 AM
 \$274.00 PAYGE
 20240119000014650

Form RT-1



Alvin S. Bayl