

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Joel T. McDowell and
Kim Y. McDowell
2040 Springhill Court
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Two Hundred Twenty Five Thousand and No/100 Dollars (\$225,000.00)** to the undersigned grantor, **Highland Lakes Development, LLLP, an Alabama limited liability limited partnership formerly known as Highland Lakes Development, Ltd.**, an Alabama limited partnership, (herein referred to as "Grantor"), pursuant to an Amended and Restated Certificate of Formation recorded on October 5, 2017 in Instrument No. 2017103845, in the Probate Office of Jefferson County, Alabama, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Highland Lakes Development LLLP**, an Alabama limited liability limited partnership, does by these presents, grant, bargain, sell and convey unto **Joel T. McDowell and Kim Y. McDowell** (hereinafter referred to as "Grantees", whether one or more), 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, the following described real estate (the "property"), situated in **Shelby County, Alabama**, to-wit:

TRACT 1:

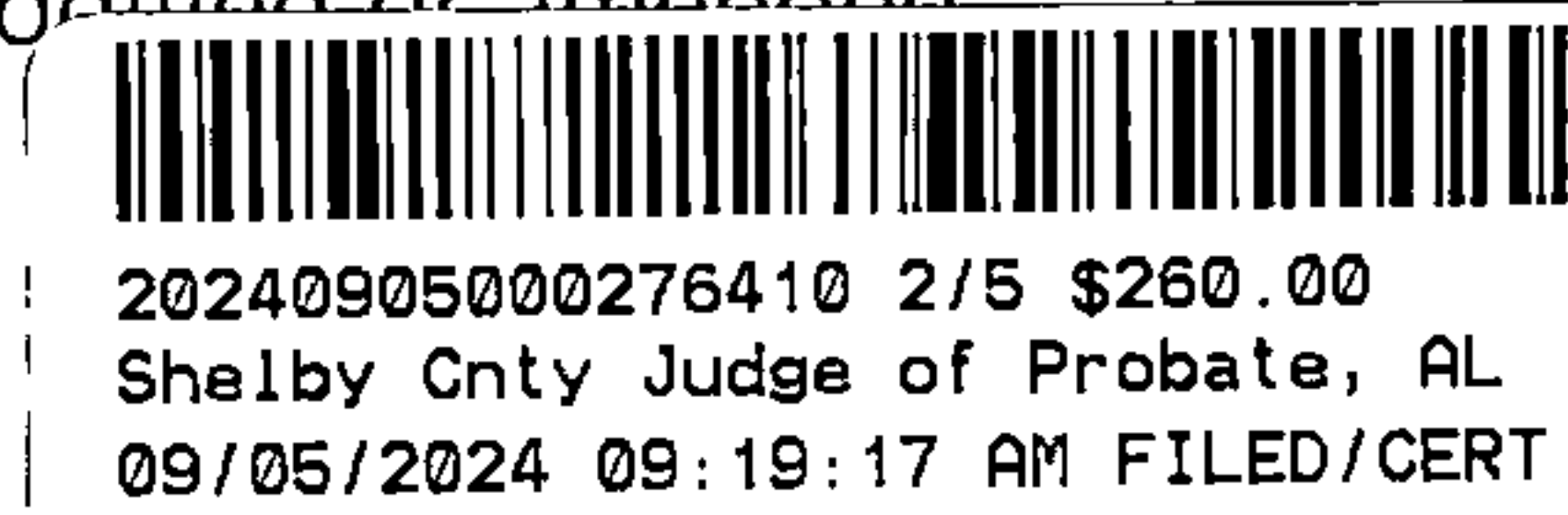
A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 9 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 3211, ACCORDING TO THE MAP OF HIGHLAND LAKES 32ND SECTOR AS RECORDED IN MAP BOOK 35, PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN NORTH 69 DEGREES 42 MINUTES 54 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT FOR 367.54 FEET: THENCE RUN NORTH 69 DEGREES 57 MINUTES 25 SECONDS WEST FOR 183.99 FEET TO THE EAST LINE OF LOT 425A, ACCORDING TO THE RESURVEY OF LOT 425 HIGHLAND LAKES 4TH SECTOR PHASE 1, AS RECORDED IN MAP BOOK 22, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN NORTH 19 DEGREES 40 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID LOT FOR 131.93 FEET TO THE NORTHEAST CORNER OF SAID LOT AND THE SOUTHEAST CORNER OF LOT 601, ACCORDING TO THE AMENDED MAP OF HIGHLAND LAKES 6TH SECTOR, AS RECORDED IN MAP BOOK 23, PAGES 153A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN NORTH 22 DEGREES 16 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF LOTS 601 AND 602 OF SAID AMENDED MAP FOR 305.33 FEET TO THE NORTHEAST CORNER OF LOT 602 OF SAID AMENDED MAP; THENCE RUN SOUTH 84 DEGREES 55 MINUTES 30 SECONDS EAST FOR 812.63 FEET TO THE NORTHWEST CORNER OF LOT 6 ACCORDING TO THE MAP OF HIGHLAND LAKES 2ND SECTOR PHASE II, AS RECORDED IN MAP BOOK 31, PAGE 134, IN THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN SOUTH 00 DEGREES 18 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF SAID MAP FOR 240.05 FEET; THENCE RUN SOUTH 04 DEGREES 43 MINUTES 57 SECONDS WEST ALONG THE WEST LINE OF SAID MAP FOR 254.52 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID MAP AND THE NORTHEAST CORNER OF LOT 7, ACCORDING TO THE MAP OF HIGHLAND LAKES 32ND SECTOR, PHASE 2B, AS RECORDED IN MAP BOOK 56, PAGE 17, IN THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN SOUTH 85 DEGREES 48 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT FOR 433.44 FEET TO THE POINT OF BEGINNING.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, recorded in Instrument #200506090000280550; Supplementary Declaration recorded in Instrument #20151230000442920 and First Amendment to Supplementary Declaration recorded in

Instrument #20190822000307850, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

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.



The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2024, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Deed Book 81, Page 41, in said Probate Office.
- (3) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 111, Page 408, Book 109, Page 70; Book 149, page 380; Book 173, page 364, Book 276, page 670, Book 134, page 408, Book 133, page 212, Book 133, page 210, Real Volume 31, page 355 and Instrument #1994-1186 and Instrument #1999-1186 in said Probate Office.
- (4) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Office.
- (5) Grant of Land Easement with Restrictive Covenants to Alabama Power Company recorded in Instrument 20050801000383340, in the Probate Office of Shelby County, Alabama.
- (6) Lake Easement Agreement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 and #1993-15705 in said Probate Office.
- (7) Declaration of Easements and Master Protective Covenants for 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 Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (8) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, as recorded in Instrument #200506090000280550; Supplement Declaration filed for record in Instrument #20151230000442920 and First Amendment to Supplementary Declaration recorded in Instrument #20190822000307850, in said Probate Office.
- (9) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.

Grantees agree to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.


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, its 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. The Grantees agree that they are acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title and the limited new home warranty. Further, the Grantees, their successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantees have inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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 Grantees.

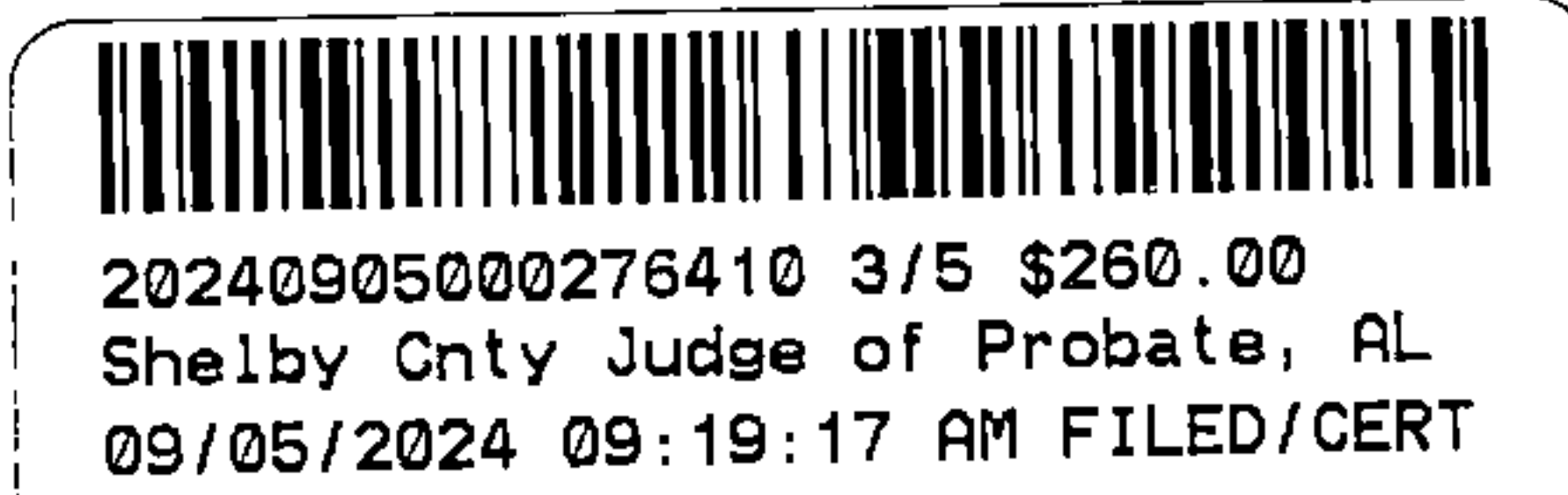
TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 29th day of August, 2024.

GRANTOR:
Highland Lakes Development, LLLP
an Alabama limited liability limited partnership
By: Highland Lakes Community, Inc.
Its: General Partner

By: 
Douglas D. Eddleman, President

Highland Lakes – 32nd Sector Phase IIA
Lot -8 Joel T. McDowell and Kim Y. McDowell




STATE OF ALABAMA)
COUNTY OF JEFFERSON)

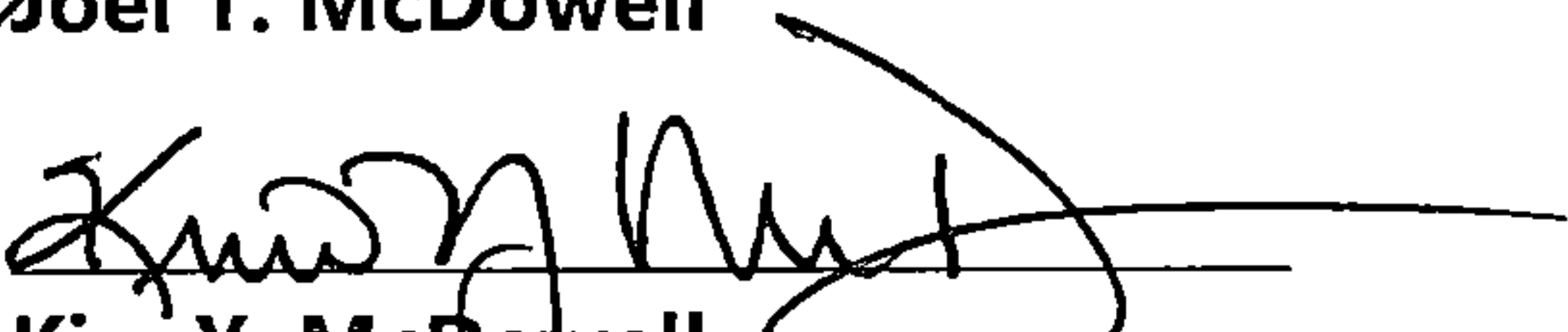
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Highland Lakes Community, Inc., an Alabama corporation, in its capacity as General Partner of Highland Lakes Development, LLLP, an Alabama limited liability limited partnership, which 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 Officer, and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner of said limited liability limited partnership.

Given under my hand and official seal of office this the 29th day of August, 2024.

 
Notary Public
My Commission Expires: 06/02/2027

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


Joel T. McDowell


Kim Y. McDowell

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joel T. McDowell and Kim Y. McDowell, 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 contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of August, 2024.




Notary Public
My Commission Expires: 06/02/2027



20240905000276410 5/5 \$260.00
Shelby Cnty Judge of Probate, AL
09/05/2024 09:19:17 AM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, S

Grantor's Name	Highland Lakes Development, LLLP	Grantee's Name	Joel T. McDowell and Kim Y. McDowell
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	2040 Springhill Court Birmingham, AL 35242
Property Address	Lot 8 Highland Lakes Birmingham, AL 35242	Date of Sale	<u>August 29, 2024</u>
		Total Purchase Price	\$ <u>225,000.00</u>
		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)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> Deed |

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 _____

Highland Lakes Development, LLLP
By: Highland Lakes Community, Inc.
its General Partner
Print By Douglas D. Eddleman, President

Unattested

(verified by)

Sign _____

(Grantor/Grantee/Owner/Agent) circle one