



PLANNING COMMISSION

**ANNEXATION REQUEST FORM**

*Last Updated April 2022*

The Office of Urban Development Planning Division has received the following petition for annexation:

**Petitioner**

Name: Lake Island Estates, LLC

Date Filed: 3-15-24

**Names (as they appear on deed) of Property Owner(s) (complete one (1) column per owner; use backside as needed)**

Name	<u>Lake Island Estates, LLC</u>	<u>Seth &amp; Hannah Livingston</u>	<u>Raymond Derek Rice</u>
Address	<u>5710 Watermelon Rd., Ste. 316</u>	<u>5373 Courtney Ave.</u>	<u>1490 Northbank Pkwy., Ste. 201</u>
City / State	<u>Northport / AL</u>	<u>Tuscaloosa / AL</u>	<u>Tuscaloosa / AL</u>
ZIP Code	<u>35473</u>	<u>35406</u>	<u>35406</u>
Phone	<u>205-765-7382</u>		<u>205-310-3731</u>
Email	<u>derek@psg-fp.com</u>	<u>sethliv@yahoo.com</u>	<u>derek@psg-fp.com</u>

**Property Petitioned to be Annexed**

Subdivision Name, Address, Area, or Other Identifier:

Emerald's Edge Subdivision - Phase I

Reason(s) cited by Petitioner advocating for annexation: Tuscaloosa City School System

Total number of Acres: 229 ac. +/- Number of Structures: 0

Current Land Use: Unimproved Proposed Land Use: Residential

**Current Population (If known)**

Count by Age	Under 5 _____	5 To 18 _____	Over 18 _____	Total _____
Count by Race	Caucasian _____	African American _____	Other _____	Total _____

*(To be reported to and used for statistical purposes of the U.S. Justice Department under the Voting Rights Act only.)*

**Certification of Applicant**

**NOTICE:** All requests for annexation must be accompanied by a copy of deed; along with a digital version (*in .docx format*) of the legal description of the property to be annexed. By signing below, you certify that the legal description submitted is accurate and understand that you are solely responsible for the accuracy of the description submitted. Planning will not independently verify the accuracy of the legal description. Petitioner has requested to annex into the City of Tuscaloosa and understands and agrees that property when annexed into the corporate limits of the City of Tuscaloosa is intended to be *permanently annexed*. Requests to deannex are strongly disfavored by the City Council and requests to deannex will not be granted on the grounds that the property owner no longer deems it beneficial to live in the corporate limits of the City of Tuscaloosa.

**I HAVE REVIEWED, COMPLETED, & AGREE TO ALL SUBMITTAL REQUIREMENTS AS PART OF THIS APPLICATION**

Signature: 

Date: 3-8-24

**PLEASE SUBMIT AN ELECTRONIC COPY OF THIS DOCUMENT AND ANY NECESSARY SUPPORTING MATERIALS TO:**

Office of Urban Development  
Planning Division

2201 University Boulevard, Annex III, 3<sup>rd</sup> Fl  
Tuscaloosa, AL 35401

planningcommission@tuscaloosa.com



TUSCALOOSA

DESIGNATION OF AGENT

PROPERTY OWNER

I, Lake Island Estates, LLC, being owner of the property which is the subject of this application Emerald's Edge Subdivision here by authorize Duncan Coker Associates, P.C. to act as my representative with the City of Tuscaloosa's Zoning Board of Adjustment, and/or Planning and Zoning Commission, and/or Historic Preservation Commission, and /or City Council, as required by the type of request listed hereon.

Such representation shall be for all purposes concerning any manner, right or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature [Handwritten Signature] Date 12-14-22

STATE OF ALABAMA | COUNTY OF TUSCALOOSA

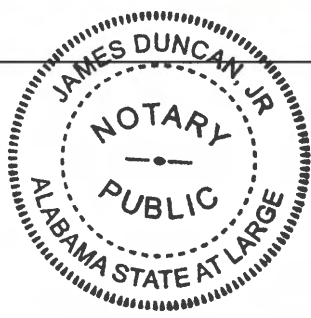
I, James Duncan, Jr., a Notary Public in and for said State at Large, hereby certify that Derek Rice, who is named as Member of Lake Island Estates, is signed to the foregoing document, and:

- Who is known to me, or
Whose identity I proved on the basis of
Whose identity I proved on the oath/affirmation of a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of December, 2022

[Handwritten Signature]
Notary Public



2-4-26
Commission Expiration



TUSCALOOSA

DESIGNATION OF AGENT

PROPERTY OWNER

I, Seth & Hannah Livingston, being owner of the property which is the subject of this application Emerald's Edge Subdivision hereby authorize Duncan Coker Associates, P.C. to act as my representative with the City of Tuscaloosa's Zoning Board of Adjustment, and/or Planning and Zoning Commission, and/or Historic Preservation Commission, and /or City Council, as required by the type of request listed hereon.

Such representation shall be for all purposes concerning any manner, right or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature Seth Livingston Date 12/6/2022

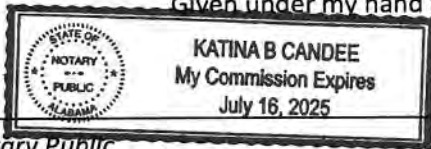
STATE OF ALABAMA | COUNTY OF TUSCALOOSA

I, Katina B. Candee, a Notary Public in and for said State at Large, hereby certify that Seth Livingston, who is named as owner of the property, is signed to the foregoing document, and:

- Who is known to me, or
Whose identity I proved on the basis of
Whose identity I proved on the oath/affirmation of, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of December, 2022



Notary Public

7/16/2025 Commission Expiration



TUSCALOOSA

DESIGNATION OF AGENT

PROPERTY OWNER

I, Raymond Derek Rice, being owner of the property which is the subject of this application Emerald's Edge Subdivision here by authorize Duncan Coker Associates, P.C. to act as my representative with the City of Tuscaloosa's Zoning Board of Adjustment, and/or Planning and Zoning Commission, and/or Historic Preservation Commission, and /or City Council, as required by the type of request listed hereon.

Such representation shall be for all purposes concerning any manner, right or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature [Handwritten Signature] Date 12-14-22

STATE OF ALABAMA | COUNTY OF TUSCALOOSA

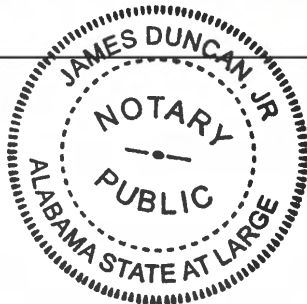
I, James Duncan, Jr., a Notary Public in and for said State at Large, hereby certify that Derek Rice, who is named as Owner, is signed to the foregoing document, and:

- Who is known to me, or
Whose identity I proved on the basis of
Whose identity I proved on the oath/affirmation of a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of December, 2022

[Handwritten Signature]
Notary Public



2-4-26
Commission Expiration



This instrument was prepared by  
 Michael J. Cartee  
 Cartee and Lloyd, Attorneys at Law  
 2210 8th Street, Suite B  
 Tuscaloosa, AL 35401

DEED Book 2021 Page 16078  
 Recorded: 6/22/2021 10:38:25 AM  
 Ward D. Robertson, III, Probate Judge  
 Tuscaloosa County, Alabama  
 Term/Cashier: PRO-RECORDING6/mmdavidson  
 Tran: 1637963  
 Probate Judge Fee \$2.00

**WARRANTY DEED**

Deed Tax \$90.00  
 Recording Fee - By Page Count \$9.00  
 Source of Title \$1.25  
 Total: \$102.25

STATE OF ALABAMA )  
 ) KNOW ALL MEN BY THESE PRESENTS,  
 TUSCALOOSA COUNTY )

That in consideration of Ten Dollars and other good and valuable consideration to the undersigned The Sullivan Properties, LLC, an Alabama Limited Liability Company, (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto Raymond Derek Rice (herein referred to as GRANTEE), his heirs or assigns, the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

Part of the Northeast Quarter of the Southeast Quarter and part of the Southeast Quarter of the Northeast Quarter all lying in Section 1, Township 20 South, Range 10 West, Tuscaloosa County, Alabama and being more particularly described as follows: As the POINT OF BEGINNING, start at a ½ inch open top pipe at the accepted northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 1; thence run North 00 degrees, 36 minutes, 06 seconds, West and along the east line of the Southeast Quarter of the Northeast Quarter of said Section 1 for a distance of 99.24 feet to a ½ inch capped rebar (CA-965-LS) on the acquisition line of Lake Tuscaloosa; thence run South 50 degrees, 38 minutes, 31 seconds, West and along said acquisition line for a chord distance of 143.83 feet to a 1 inch open top pipe on the accepted north line of the Northeast Quarter of the Southeast Quarter; thence run South 50 degrees, 33 minutes, 20 seconds, West and along said acquisition line for a chord distance of 145.75 feet to a calculated point; thence run South 66 degrees, 34 minutes, 21 seconds, West and along said acquisition line for a chord distance of 200.19 feet to a calculated point; thence run South 64 degrees, 10 minutes, 17 seconds, West and along said acquisition line for a chord distance of 64.96 feet to a calculated point; thence run South 11 degrees, 32 minutes, 35 seconds, West and along said acquisition line for a chord distance of 25.40 feet to a calculated point; thence run South 19 degrees, 01 minutes, 08 seconds, East and along said acquisition line for a chord distance of 66.26 feet to a calculated point; thence run South 33 degrees, 30 minutes, 35 seconds, East and along said acquisition line for a chord distance of 179.53 feet to a calculated point; thence run South 20 degrees, 17 minutes, 22 seconds, East and along said acquisition line for a chord distance of 79.34 feet to a ½ inch capped rebar (CA-965-LS) in the center of a ditch; thence run a chord bearing of South 42 degrees, 07 minutes, 22 seconds, East and along said ditch for a chord distance of 81.20 feet to a calculated point; thence run a chord bearing of South 65 degrees, 43 minutes, 44 seconds, East and along said centerline of ditch for a chord distance of 304.18 feet to a ½ inch capped rebar (CA-965-LS) on the accepted east line of said Quarter, Quarter; thence run North 00 degrees, 39 minutes, 34 seconds, West and along said east line 689.41 feet to the POINT OF BEGINNING. Said parcel contains 5.11 acres, more or less. LESS AND EXCEPT MINERAL AND MINING RIGHTS.

**EASEMENT A**

A 40 foot ingress, egress and utility easement lying in or running across part of the Northwest Quarter of the Southwest Quarter of Section 6, Township 20 South, Range 9 West, Tuscaloosa County, Alabama and being measured 20 feet either side of the following described centerline: Commence at a ½ inch open top pipe at the accepted northeast corner of the Northeast Quarter of the Southeast Quarter of Section 1, Township 20 South, Range 10 West ; thence run South 00 degrees, 39 minutes, 34 East seconds, East and along the accepted east line of said Quarter, Quarter of said Section 1 for a distance of 203.57 feet to a calculated point, said point being the Point of Beginning; thence run South 66 degrees, 09 minutes, 44 seconds, East 276.92 feet to a calculated point; thence run South 60 degrees, 36 minutes, 07 seconds, East 230.69 feet to a calculated point; thence run South 68 degrees, 53 minutes, 25 seconds, East 78.68 feet to a calculated point; thence run South 75



degrees, 31 minutes, 27 seconds, East 114.73 feet to a calculated point; thence run North 09 degrees, 20 minutes, 31 seconds, East 139.61 feet to the centerline of an existing easement and dirt drive as recorded in the Judge of Probate Office of Tuscaloosa County, Alabama in Deed Book 876, at Page 493, said point being the Point of Ending. LESS AND EXCEPT MINERAL AND MINING RIGHTS

#### EASEMENT B

A 40 foot ingress, egress and utility easement lying in or running across part of the Northwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 6, Township 20 South, Range 9 West, Tuscaloosa County, Alabama and being measured 20 feet either side of the following described centerline: Commence at a ½ inch open top pipe at the accepted northeast corner of the Northeast Quarter of the Southeast Quarter of Section 1, Township 20 South, Range 10 West ; thence run South 00 degrees, 39 minutes, 34 East seconds, East and along the accepted east line of said Quarter, Quarter of said Section 1 for a distance of 203.57 feet to a calculated point; thence run South 66 degrees, 09 minutes, 44 seconds, East 276.92 feet to a calculated point; thence run South 60 degrees, 36 minutes, 07 seconds, East 230.69 feet to a calculated point; thence run South 68 degrees, 53 minutes, 25 seconds, East 78.68 feet to a calculated point; thence run South 75 degrees, 31 minutes, 27 seconds, East 114.73 feet to a calculated point; thence run North 84 degrees, 24 minutes, 40 seconds, East 139.15 feet to the centerline of an existing easement and dirt drive as recorded in the Judge of Probate Office of Tuscaloosa County, Alabama in Deed Book 876, at Page 493, said point being the Point of Beginning; thence run South 05 degrees, 59 minutes, 20 seconds, East 42.19 feet to the calculated Point of Curvature (said curve being to the left, having a radius of 250.00 feet, a delta of 72 degrees, 34 minutes, 38 seconds, and a arc of 316.68 feet); thence run along the chord of said curve a bearing of South 42 degrees, 16 minutes, 39 seconds, East a chord distance of 295.93 feet to the calculated Point of Tangent; thence continue along said centerline South 78 degrees, 33 minutes, 58 seconds, East 669.53 feet to the calculated Point of Curvature (said curve being to the right, having a radius of 265.00 feet, a delta of 38 degrees, 02 minutes, 41 seconds, and a arc of 175.96 feet); thence run along the chord of said curve a bearing of South 59 degrees, 32 minutes, 37 seconds, East a chord distance of 172.75 feet to the calculated Point of Tangent; thence continue along the centerline South 40 degrees, 31 minutes, 17 seconds, East 392.88 feet to the calculated Point of Curvature (said curve being to the left, having a radius of 120.00 feet, a delta of 49 degrees, 25 minutes, 35 seconds, and a arc of 103.52 feet) thence run along the chord of the said curve a bearing of South 65 degrees, 14 minutes, 04 seconds, East a chord distance of 100.34 feet to the calculated Point of Tangent; thence continue along the centerline South 89 degrees, 56 minutes, 51 seconds, East 200.97 feet to the calculated Point of Curvature (said curve being to the left, having a radius of 200.00 feet, a delta of 09 degrees, 59 minutes, 12 seconds, and a arc of 34.86 feet); thence run along the chord of the said curve a bearing of North 85 degrees, 03 minutes, 33 seconds, East a chord distance of 34.82 feet to the calculated Point of Tangent; thence continue along the centerline North 80 degrees, 03 minutes, 57 seconds, East 119.63 feet to the calculated Point of Curvature (said curve being to the right, having a radius of 200.00 feet, a delta of 04 degrees, 18 minutes, 55 seconds, and a arc of 15.06 feet); thence run along the chord of the said curve a bearing of North 82 degrees, 13 minutes, 25 seconds, East a chord distance of 15.06 feet to the calculated Point of Tangent; thence continue along the centerline North 84 degrees, 22 minutes, 52 seconds, East 174.35 feet to the calculated Point of Ending on the east line of the Northeast Quarter of the Southwest Quarter of said Section 6, being the same as said Deed Book 876, page 493. LESS AND EXCEPT MINERAL AND MINING RIGHTS.

SOURCE OF TITLE: Deed Book 2001 Page 19188 .

**Deed 2021 Page 16076**

This conveyance is hereby made subject to restrictive covenants, rights of way easements and reservations of record that apply to the hereinabove described real property.

TO HAVE AND TO HOLD To the said GRANTEE, his heirs and assigns forever.

And said The Sullivan Properties, LLC, an Alabama Limited Liability Company does for itself, its successors and assigns, covenant with said Raymond Derek Rice, 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, and that it



will, and its successors and assigns shall, warrant and defend the same to the said Raymond Derek Rice, his heirs and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its Authorized Member, Gregory Scott Sullivan, who is authorized to execute this conveyance, has hereto set its signature and seal this the 21st day of June, 2021.

The Sullivan Properties, LLC, an Alabama Limited Liability Company

BY: Gregory Scott Sullivan  
Gregory Scott Sullivan  
Authorized Member

STATE OF Alabama

COUNTY OF Tuscaloosa

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gregory Scott Sullivan, whose name as Authorized Member of The Sullivan Properties, LLC, an Alabama Limited Liability Company, 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 Authorized Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal, this the 21st day of June, 2021.

Amanda Stoltman  
Notary Public

My Commission Expires: 5/26/25



(SEAL)

The below information is solely to fulfill Code of Alabama 1975, Section 40-22-1 and is not intended to convey any property address shown.

Grantor's Name	The Sullivan Properties, LLC	Grantee's Name	Raymond Derek Rice
Mailing Address:	16231 Highway 171 Northport, AL 35475	Mailing Address:	1490 Northbank Pkwy Ste #201 Tuscaloosa, AL 35401
Property Address	Lewis Spur Tuscaloosa, AL 35406	Date of Sale	06/21/21
		Total Purchase Price	\$215,000.00

The purchase price or actual value claimed herein can be verified in the contract.

File #: 99662TI



DEED Book 2022 Page 18918

Recorded: 7/26/2022 8:50:25 AM  
Ward D. Robertson, III, Probate Judge  
Tuscaloosa County, Alabama  
Term/Cashier: PRO-RECORDING7/JMCATEER  
Tran: 33941  
Probate Judge Fee \$2.00  
Deed Tax \$49.00  
Recording Fee - By Page Count \$9.00  
Source of Title \$1.00  
Total: \$61.00

This Instrument Was Prepared by:  
**Jennifer T. Crabtree**  
**Rosen Harwood, P.A.**  
**2200 Jack Warner Parkway, Suite 200**  
**Tuscaloosa, Alabama 35401**

Source of Title: **Deed Book 1999, at Page 8641**

STATE OF ALABAMA )

**WARRANTY DEED JOINTLY FOR LIFE WITH  
REMAINDER TO SURVIVOR**

COUNTY OF TUSCALOOSA )

**KNOW ALL MEN BY THESE PRESENTS:** That, for and in consideration of TEN (\$10.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned Grantor, **Sullivan Company, LLC, an Alabama limited liability company** (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the Grantees, **Seth Livingston and Hannah Livingston**, (hereinafter referred to as Grantees), 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, their heirs and assigns, the following described Real Estate, lying and being in the County of Tuscaloosa, State of Alabama, to-wit:

**Lot 2 Sullivan Property, a map or plat of which is recorded in Plat Book 2019, at Page 195 in the Probate Office of Tuscaloosa County, Alabama, reference to the said map or plat being hereby made in aid of and as a part of this description. SURFACE RIGHTS ONLY.**

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Tuscaloosa County, Alabama.


**TO HAVE AND TO HOLD**, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, their heirs and assigns forever.

**AND SAID GRANTOR**, for said Grantor, Grantor heirs, successors, executors and administrators, covenants with Grantees, and with Grantee heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantor will, and Grantor heirs, successors, executors and administrators shall, warrant and defend the same to said Grantees, and Grantees heirs and assigns, forever against the lawful claims of all persons.



IN WITNESS WHEREOF, said **Sullivan Company, LLC, an Alabama limited liability company**, has hereunto set its signature by **Gregory Scott Sullivan, its Member**, duly authorized on this the 22 day of July, 2022.

**Sullivan Company, LLC, an Alabama limited liability company**

  
By: **Gregory Scott Sullivan**  
Its: **Member**

\_\_\_\_\_

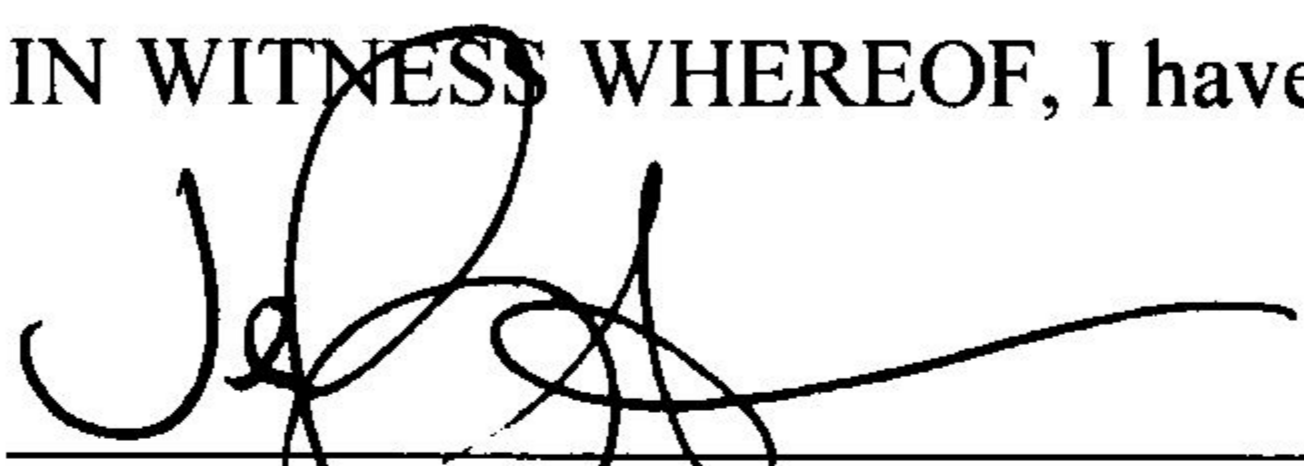
\_\_\_\_\_

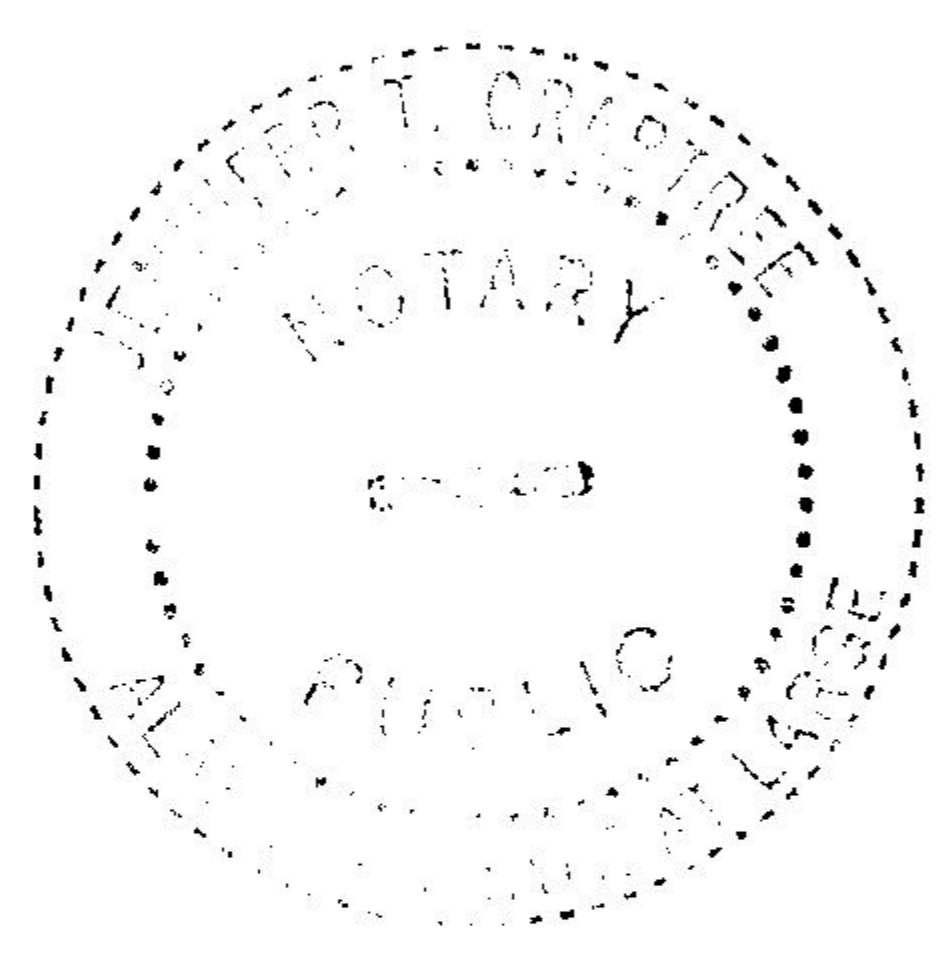
STATE OF ALABAMA     )

COUNTY OF TUSCALOOSA     )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Gregory Scott Sullivan**, whose name as Member of **Sullivan Company, LLC, an Alabama limited liability company**, 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 Instrument, he, with full authority as such Member voluntarily signed his name on the day the same bears date, for and as act for said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 22 day of July, 2022.

  
NOTARY PUBLIC  
My Commission Expires: 3/25/25





**Real Estate Sales Validation Form**

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

FILED BOOK 2022 PAGE 18920  
TUSCALOOSA COUNTY, ALABAMA

Grantor's Name Sullivan Company, LLC  
Mailing Address 16213 Hwy 171  
Northport, AL 35475

Grantee's Name Hannah Livingston and Seth Livingston  
Mailing Address 5373 Courtney Ave  
Tuscaloosa, AL 35406

Property Address Lot 2 Sullivan Property  
Tuscaloosa, AL 35406

Date of Sale July 22, 2022

Total Purchase Price \$ 243,500.00

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 \_\_\_\_\_

Print Jennifer T. Crabtree

Unattested  
\_\_\_\_\_  
(verified by)

Sign [Signature]  
(Grantor/Grantee/Owner/Agent) circle one

This Instrument was prepared by  
Kathryn J. Osburne, Esq.  
The Law Offices of Kathryn Hoyt, LLC  
2200 University Blvd.  
Tuscaloosa, AL 35401  
(205)343-0476

DEED Bk 2023 Pg 1952  
(PG 1952 of 1953)  
E-RECORDED: 1/30/2023 1:38:32 PM  
Ward D. Robertson, III, PROBATE JUDGE  
Tuscaloosa COUNTY, Alabama  
Term/Cashier: PRO-RECORDING7/JMCATEER  
Tran: 49936 Deed Tax \$500.00  
Probate Judge Fee \$2.00  
Source of Title \$1.00  
Recording Fee - By Page Count \$6.00  
Total: \$509.00

SOURCE OF TITLE: DEED BOOK 2006, PAGE 7439

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**WARRANTY DEED**

**STATE OF ALABAMA** §  
**COUNTY OF TUSCALOOSA** §

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Five Hundred Thousand Dollars and no/100 (\$500,000.00) and other good and valuable consideration paid to the undersigned GRANTOR, **Rhea S. Proffitt**, an unmarried woman, by the GRANTEE, **Lake Island Estates, LLC**, the receipt of which is hereby acknowledged, and that said GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto said GRANTEE in fee simple, with every contingent remainder and right of reversion, and subject to the provisions hereinafter contained, that real property more particularly described as

Lot 1 Lambert Subdivision, a map or plat of which is recorded in Plat Book 2002, at Page 113 in the Probate Office of Tuscaloosa County, Alabama.

This conveyance is subject to easements, rights of way, restrictive covenants, and other matters applicable to the above described real property of record in the Probate Office of the County in which such real property is located.

This conveyance is hereby made together with all the rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging, or in any way associated with the aforementioned property, and is subject to ad valorem taxes for the current year which have been prorated and their payment assumed by GRANTEE; any and all reservations, restrictions, easements, rights of way, covenants, and other matters applicable to the above described real property of record in the Probate Office of the County in which such real property is located (the "Records"), including but not limited to those matters listed in GRANTOR'S source of tile, or shown on Plat of the real property; and any outstanding mineral interest, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described real property, whether acquired by prescription or as shown in the Records; together with any encroachments or other matters that would be disclosed by an accurate survey of the same real property (collectively, the "Reservations").







This Instrument was prepared by  
Kathryn J. Osburne, Esq.  
The Law Offices of Kathryn Hoyt, LLC  
2200 University Blvd.  
Tuscaloosa, AL 35401  
(205)343-0476

DEED Bk 2023 Pg 2325  
(PG 2325 of 2327)  
E-RECORDED: 2/2/2023 10:01:56 AM  
Ward D. Robertson, III, PROBATE JUDGE  
Tuscaloosa COUNTY, Alabama  
Term/Cashier: PRO-RECORDING7/JMCATEER  
Tran: 50196 Deed Tax \$180.00  
Probate Judge Fee \$2.00  
Source of Title \$1.25  
Recording Fee - By Page Count \$9.00  
Additional Name Fee \$1.00  
Total: \$193.25

SOURCES OF TITLE: DEED BOOK 2020, PAGE 16811 AND DEED BOOK 2020, PAGE 16801

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**WARRANTY DEED**

**STATE OF ALABAMA** §  
**COUNTY OF TUSCALOOSA** §

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Eighty Thousand Dollars and no/100 (\$180,000.00) and other good and valuable consideration paid to the undersigned GRANTORS, **Ben Cornel and Katelyn Cook, nka Katelyn Denise Pate**, a married couple, by the GRANTEE, **Lake Island Estates, LLC**, the receipt of which is hereby acknowledged, and that said GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto said GRANTEE in fee simple, with every contingent remainder and right of reversion, and subject to the provisions hereinafter contained, that real property more particularly described as

Lot 2, Lambert Subdivision, a map or plat of which is recorded in Plat Book 2002, at Page 113 in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

This conveyance is subject to easements, rights of way, restrictive covenants, and other matters applicable to the above described real property of record in the Probate Office of the County in which such real property is located.

This conveyance is hereby made together with all the rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging, or in any way associated with the aforementioned property, and is subject to ad valorem taxes for the current year which have been prorated and their payment assumed by GRANTEE; any and all reservations, restrictions, easements, rights of way, covenants, and other matters applicable to the above described real property of record in the Probate Office of the County in which such real property is located (the "Records"), including but not limited to those matters listed in GRANTORS' source of tile, or shown on Plat of the real property; and any outstanding mineral interest, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described real property, whether acquired by prescription or as shown in the Records; together with any encroachments or other matters that would be disclosed by an accurate survey of the same real property (collectively, the "Reservations").

And, except as to the above Reservations, the GRANTORS, for themselves, their heirs, successors and assigns, does hereby covenant with the GRANTEE that the GRANTORS are lawfully seized with an indefeasible estate in fee simple in and to said property, that said property is free and clear of all liens and encumbrances except for the Reservations, and that the GRANTORS, their heirs, successors and assigns, do hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said GRANTEE, and its successors and assigns, against the lawful claims of all persons, whomsoever.

27<sup>th</sup> IN WITNESS WHEREOF, the said GRANTORS have hereunto set her hand and seal this the day of January, 2023.

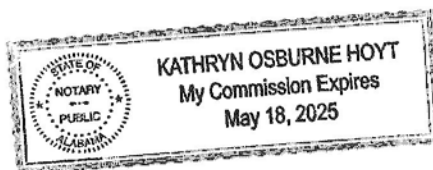
  
**Ben Cornel**

**STATE OF ALABAMA** §

**COUNTY OF TUSCALOOSA** §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Ben Cornel**, who is signed to the foregoing conveyance and known to me, acknowledged before me on this day, and that being informed of the contents of the conveyance, has with full power and authority, executed the same voluntarily.

Witness by my hand and official seal on this the 27<sup>th</sup> day of January, 2023.

  
Notary Public  
My commission expires:

*Katelyn Cook nka Katelyn Denise Pate*  
Katelyn Cook, nka Katelyn Denise Pate

STATE OF Alabama §  
COUNTY OF TUSCALOOSA §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Katelyn Cook, nka Katelyn Denise Pate**, who are signed to the foregoing conveyance and known to me, acknowledged before me on this day, and that being informed of the contents of the conveyance, has with full power and authority, executed the same voluntarily.

Witness by my hand and official seal on this the 27th day of January, 2023.

*Kathryn Osburne Hoyt*  
Notary Public  
My commission expires: May 18, 2025

KATHRYN OSBURNE HOYT  
Notary Public, Alabama State at Large  
My Commission Expires May 18, 2025

**REAL ESTATE SALES VALIDATION**

Grantor's Name: Ben Cornel  
Katelyn Cook, nka  
Katelyn Denise Pate  
Mailing Address: 10710 Sexton Bend Rd.  
Tuscaloosa, AL 35406  
Property Address: 10710 Sexton Bend Rd.  
Tuscaloosa, AL 35406  
Grantee's Name: Lake Island Estates, LLC  
Mailing Address: 5710 Watermelon Rd #316  
Northport, AL 35473  
Date of Sale: 01/27/2023  
Purchase Price: \$ 180,000.00  
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)

- Bill of Sale       Appraisal       Sales Contract       Closing Statement  
 Other \_\_\_\_\_

This Instrument was prepared by  
Kathryn J. Osburne, Esq.  
The Law Offices of Kathryn Hoyt, LLC  
2200 University Blvd.  
Tuscaloosa, AL 35401  
(205)343-0476

DEED Bk 2023 Pg 5303  
(PG 5303 of 5306)  
E-RECORDED: 3/10/2023 11:45:55 AM  
Ward D. Robertson, III, PROBATE JUDGE  
Tuscaloosa COUNTY, Alabama  
Term/Cashier: PRO-MYRA1/MYRAA  
Tran: 53276 Deed Tax \$878.50  
Probate Judge Fee \$2.00  
Source of Title \$1.50  
Recording Fee - By Page Count \$12.00  
Total: \$894.00

SOURCE OF TITLE: DEED BOOK 2000, PAGE 7414 (PARCEL 1)  
DEED BOOK 2000, PAGE 7420 (PARCEL 2)  
DEED BOOK 2000, PAGE 7411 (PARCEL 3)

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**WARRANTY DEED**

**STATE OF ALABAMA** §  
**COUNTY OF TUSCALOOSA** §

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Eight Hundred Seventy-Eight Thousand Four Hundred and Twenty-Nine Dollars and no/100 (\$878,429.00) and other good and valuable consideration paid to the undersigned GRANTOR, **James Harrison, III.**, an unmarried man, by the GRANTEE, **Lake Island Estates, LLC**, the receipt of which is hereby acknowledged, and that said GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto said GRANTEE in fee simple, with every contingent remainder and right of reversion, and subject to the provisions hereinafter contained, that real property more particularly described as

**See Exhibit A**

This conveyance is subject to easements, rights of way, restrictive covenants, and other matters applicable to the above described real property of record in the Probate Office of the County in which such real property is located.

This conveyance is hereby made together with all the rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging, or in any way associated with the aforementioned property, and is subject to ad valorem taxes for the current year which have been prorated and their payment assumed by GRANTEE; any and all reservations, restrictions, easements, rights of way, covenants, and other matters applicable to the above described real property of record in the Probate Office of the County in which such real property is located (the "Records"), including but not limited to those matters listed in GRANTOR'S source of tile, or shown on Plat of the real property; and any outstanding mineral interest, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described real property, whether acquired by prescription or as shown in the Records; together with any encroachments or other matters that would be disclosed by an accurate survey of the same real property (collectively, the "Reservations").



And, except as to the above Reservations, the GRANTOR, for himself, his heirs, successors and assigns, does hereby covenant with the GRANTEE that the GRANTOR is lawfully seized with an indefeasible estate in fee simple in and to said property, that said property is free and clear of all liens and encumbrances except for the Reservations, and that the GRANTOR, hhis heirs, successors and assigns, do hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said GRANTEE, and its successors and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal this the 8<sup>th</sup> day of March, 2023.

*James Harrison III*  
James Harrison, III

STATE OF ALABAMA §  
COUNTY OF TUSCALOOSA §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **James Harrison, III.**, who is signed to the foregoing conveyance and known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, has with full power and authority, executed the same voluntarily.

Witness by my hand and official seal on this the 8<sup>th</sup> day of March, 2023.

*[Signature]*  
Notary Public  
My commission expires: 05/18/2025



**REAL ESTATE SALES VALIDATION**

Grantor's Name: James Harrison, III.  
Mailing Address: 2315 University Blvd.  
Tuscaloosa, AL 35401  
Property Address: Lewis Spur Rd.  
Tuscaloosa, AL 35406

Grantee's Name: Lake Island Estates, LLC  
Mailing Address: 5710 Watermelon Rd #316  
Northport, AL 35473  
Date of Sale: 03/8/2023  
Purchase Price: \$ 878,429.00

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)

- Bill of Sale
- Appraisal
- Sales Contract
- Closing Statement
- Other \_\_\_\_\_

**EXHIBIT A**

**SURFACE RIGHTS ONLY IN AND TO THE FOLLOWING 3 PARCELS:**

**PARCEL 1:**

A parcel of land located in the SE1/4 of the SE1/4, Section 1, Township 20 South, Range 10 West, in Tuscaloosa County, Alabama and more particularly described as follows:

Commence at the Northwest corner of said SE1/4 of SE1/4, Run thence East along the North line of said forty a distance of 113.2 feet to an iron pipe which is the point of beginning of the parcel herein described, Continue thence East along the North line of said forty a distance of 420 feet to a point; Run thence South parallel with the West line of said forty a distance of 210 feet to a point; Run thence West parallel with the North line of said forty a distance of 450 feet; more or less, to the property line of Lake Tuscaloosa; Run thence Northeasterly along the property line of Lake Tuscaloosa a distance of 210 feet more or less, to the point of beginning.

**Parcel 2:**

A parcel of land situated in the SE1/4 of the SE1/4 of Section 1, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, more particularly described as follows:

Commence at a 1/2 inch rebar found at the Northeast corner of the SE1/4 of the SE1/4 of said Section 1, said point being the Point of Beginning; thence run westwardly along the accepted north boundary of the SE1/4 of the SE1/4 of said Section 1 for a distance of 784.83 feet to a 3/4 inch iron pipe found, thence with an interior angle right of 89 degrees 53 minutes 51 seconds, run Southwardly for a distance of 209.99 feet to a 3/4 inch iron pipe found; thence with an interior angle right of 269 degrees 57 minutes 34 seconds, run westwardly for a distance of 510.66 feet to an angle iron pipe found on the Acquisition Line of Lake Tuscaloosa; thence with an interior angle right of 95 degrees 24 minutes 41 seconds, run southwardly along said Acquisition Line for a distance of 48.09 feet; thence with an interior angle right of 164 degrees 33 minutes 38 seconds, continue southwardly along said Acquisition Line for a distance of 58.71 feet; thence with an interior angle right of 167 degrees 39 minutes 33 seconds, continue southwardly along said Acquisition Line for a distance of 73.58 feet; thence with an interior angle right of 174 degrees 20 minutes 09 seconds, run southeastwardly along said Acquisition Line for a distance of 42.97 feet; thence with an interior angle of 242 degrees 41 minutes 46 seconds, run Southwestwardly along said Acquisition Line for a distance of 28.98 feet; thence with an interior angle right of 133 degrees 24 minutes 44 seconds, run Southeastwardly along said Acquisition Line for a distance of 40.09 feet; thence with an interior angle right of 151 degrees 52 minutes 08 seconds, continue Southeastwardly along said Acquisition Line for a distance of 39.02 feet; thence with an interior angle right of 163 degrees 21 minutes 10 seconds, continue Southeastwardly along said Acquisition Line for a distance of 88.42 feet; thence with an interior angle right of 333 degrees 44 minutes 31 seconds, run Westwardly along said Acquisition Line for a distance of 37.59 feet; thence with an interior angle right of 95 degrees 41 minutes 53 seconds, run Southwardly along said Acquisition Line for a distance of 22.89 feet; thence with an interior angle right of 161 degrees 20 minutes 33 seconds, continue Southwardly along said Acquisition Line for a distance of 35.75 feet to a 3/4 inch iron pipe found thence with an interior angle right of 91 degrees 22 minutes 12 seconds, depart said Acquisition Line and run eastwardly for a distance of 247.94 feet to a 1/2 inch iron pipe found; thence with an interior angle right of 270 degrees 01 minutes 21 seconds, run Southwardly for a distance of 279.08 feet to a 1/2 inch iron pipe found on the Acquisition Line of said Lake Tuscaloosa; thence with an interior angle right of 52 degrees 55 minutes 22 seconds, run Northeastwardly along said Acquisition Line for a distance of 35.10 feet; thence with an interior angle right of 171 degrees 58 minutes 08 seconds, continue Northeastwardly along said Acquisition Line for a distance of 48.42 feet; thence with an interior angle right of 165 degrees 36 minutes 14 seconds, continue Northeastwardly along said Acquisition Line for a distance of 26.19 feet; thence with an interior angle right of 157 degrees 16 minutes 52 seconds, continue Northeastwardly along said Acquisition Line for a distance of 13.66 feet; thence with an interior angle right of 233 degrees 24 minutes 35 seconds, continue

E-RECORDED: 3/10/2023 11:45:55 AM

Ward D. Robertson, III, PROBATE JUDGE

Tuscaloosa COUNTY, Alabama

Northeastwardly along said Acquisition Line for a distance of 14.42 feet to a 1/2 inch rebar and cap set; thence with an interior angle right of 118 degrees 48 minutes 48 seconds, depart said Acquisition Line and run Northwardly for a distance of 364.63 feet to a 1/2 inch rebar and cap set; thence with an interior angle right of 249 degrees 32 minutes 27 seconds, run Northeastwardly for a distance of 956.86 feet to the Point of Beginning, thus forming a closing interior angle right of 25 degrees 07 minutes 48 seconds.

Parcel 3:

A parcel of land located in the SE1/4 of the SE1/4 of Section 1, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows:

To locate the Point of Beginning, commence at the Northeast corner of the SE1/4 of the SE1/4 of Section 1, Township 20 South, Range 10 West, Tuscaloosa County, Alabama; thence North 86 degrees 50 minutes West along the North line of said Quarter a distance of 588.57 feet to a point; thence South 36 degrees 35 minutes West a distance of 650.00 feet to a point; thence South 01 degree 32 minutes East a distance of 55.87 feet to the Point of Beginning; thence South 01 degree 32 minutes East a distance of 279.00 feet to a point on the 50 year flood line of the North River Reservoir (Elav. 230.20); thence Southwestwardly along said flood line to a point, which point is South 45 degrees 14 minutes West 68.10 feet from the preceding point; thence Southwestwardly along said flood line to a point, which point is 56 degrees 51 minutes West 74.69 feet from the preceding point; thence Southwestwardly along said flood line to a point, which point is South 64 degrees 16 minutes West 72.82 feet from the preceding point; thence Northwestwardly along said flood line to a point, which point is North 72.10 feet West 66.36 feet from the preceding point; thence Northwestwardly along said flood line to a point, which is North 08 degrees 08 minutes West 71.08 feet from the preceding point; thence Northwardly along said flood line to a point, which point is North 06 degrees 00 minutes East 173.70 feet from the preceding point; thence Northwardly along said flood line to a point, which point is North 12 degrees 44 minutes West 115.68 feet from the preceding point; thence Northwardly along said flood line to a point, which point is North 05 degrees 59 minutes East 16.55 feet from the preceding point; thence North 88 degrees 28 minutes East a distance of 247.78 feet to the Point of Beginning.

SOURCES OF TITLE:

DEED BOOK 2000, PAGE 7414 (PARCEL 1)

DEED BOOK 2000, PAGE 7420 (PARCEL 2)

DEED BOOK 2000, PAGE 7411 (PARCEL 3)

This Instrument was prepared by  
Kathryn J. Osburne, Esq.  
The Law Offices of Kathryn Hoyt, LLC  
2200 University Blvd.  
Tuscaloosa, AL 35401  
(205)343-0476

DEED Bk 2023 Pg 8726  
(PG 8726 of 8729)  
E-RECORDED: 4/24/2023 10:48:54 AM  
Ward D. Robertson, III, PROBATE JUDGE  
Tuscaloosa COUNTY, Alabama  
Term/Cashier: PRO-RECORDING7/JMCATEER  
Tran: 56988 Deed Tax \$850.00  
Probate Judge Fee \$2.00  
Source of Title \$1.50  
Recording Fee - By Page Count \$12.00  
Total: \$865.50

SOURCE OF TITLE: DEED BOOK 2002, PAGE 3936; DEED BOOK 899, PAGE 602 AND DEED  
BOOK 2023, PAGE 3443

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**WARRANTY DEED**

**STATE OF ALABAMA** §  
**COUNTY OF TUSCALOOSA** §

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Eight Hundred and Fifty Thousand Dollars and no/100 (\$850,000.00) and other good and valuable consideration paid to the undersigned GRANTOR, **Randolph M. Fowler**, as Executor of the Estate of James Albert Holman, deceased, and as Trustee of the James Albert Holman Revocable Trust Agreement No. 1, dated October 10, 2005, by the GRANTEE, **Lake Island Estates, LLC**, the receipt of which is hereby acknowledged, and that said GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto said GRANTEE in fee simple, with every contingent remainder and right of reversion, and subject to the provisions hereinafter contained, that real property more particularly described as

**SEE EXHIBIT A**

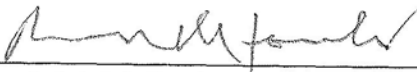
This conveyance is subject to easements, rights of way, restrictive covenants, and other matters applicable to the above described real property of record in the Probate Office of Tuscaloosa County, Alabama.

This conveyance is hereby made together with all the rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging, or in any way associated with the aforementioned property, and is subject to ad valorem taxes for the current year which have been prorated and their payment assumed by GRANTEE; any and all reservations, restrictions, easements, rights of way, covenants, and other matters applicable to the above described real property of record in the Probate Office of the County in which such real property is located (the "Records"), including but not limited to those matters listed in GRANTOR'S source of title, or shown on Plat of the real property; and any outstanding mineral interest, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described real property, whether acquired by prescription or as shown in the Records; together with any encroachments or other matters that would be disclosed by an accurate survey of the same real property (collectively, the "Reservations").



And, except as to the above Reservations, the GRANTOR, on behalf of the Estate and Trust, and the heirs, successors and assigns, does hereby covenant with the GRANTEE that the GRANTOR is lawfully seized with an indefeasible estate in fee simple in and to said property, that said property is free and clear of all liens and encumbrances except for the Reservations, and that the successors and assigns of the Estate and the Trust, do hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said GRANTEE, and its successors and assigns, against the lawful claims of all persons, whomsoever.

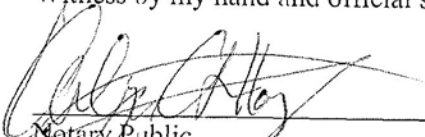
IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal this the 21<sup>st</sup> day of April, 2023.

  
\_\_\_\_\_  
**Randolph M. Fowler**, as Executor of the Estate of James Albert Holman, deceased, and as Trustee of the James Albert Holman Revocable Trust Agreement No. 1

STATE OF ALABAMA           §  
COUNTY OF TUSCALOOSA   §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Randolph M. Fowler, as Executor of the Estate of James Albert Holman, deceased, and as Trustee of the James Albert Holman Revocable Trust Agreement No. 1**, being signed to the foregoing conveyance and known to me, acknowledged before me on this day, and that being informed of the contents of the conveyance, has with full power and authority, executed the same voluntarily.

Witness by my hand and official seal on this the 21<sup>st</sup> day of April, 2023.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 05/18/2025



**EXHIBIT A**

**SURFACE RIGHTS ONLY IN AND TO THE FOLLOWING:**

Part of the North Half of the Northwest Quarter of Section 07, Township 20 South, Range 09 West, Tuscaloosa, County, Alabama and being more particularly described as follows:

As the Point of Beginning, start at a 5/8 inch rebar in a rock pile accepted to mark the Northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 07; thence run South 87 degrees, 18 minutes, 50 seconds, East and along the accepted north line of said Quarter, Quarter 1322.56 feet to a 1/2 inch iron pipe, said pipe accepted to mark the Northeast corner of said Quarter, Quarter; thence run South 00 degrees, 03 minutes, 27 seconds, East 998.83 feet to a 1 1/2 inch iron pipe; thence run South 84 degrees, 44 minutes, 06 seconds, East 516.21 feet to a 1/2 inch iron pipe; thence run South 00 degrees, 28 minutes, 08 seconds, West 207.18 feet to a 1/2 inch capped rebar (CA-965-LS); thence run North 88 degrees, 28 minutes, 28 seconds, West 573.30 feet to a 1/2 inch capped rebar (CA-965-LS); thence run South 39 degrees, 07 minutes, 54 seconds, East 88.16 feet to a 1 1/2 inch pipe in a rock pile accepted to mark the Southeast corner of said Quarter, Quarter; thence run North 88 degrees, 25 minutes, 46 seconds, West and along the accepted South line of said Quarter, Quarter for a distance of 422.74 feet to a 1 inch iron pipe; thence run North 87 degrees, 52 minutes, 54 seconds, West and continuing along said south line 341.93 feet to a 1/2 inch capped rebar (CA-965-LS), said rebar lying with the intersection of the Lake Tuscaloosa Acquisition Line at Elevation 230.2; thence run along the said meandering acquisition line the following calls: thence run a chord bearing of North 85 degrees, 31 minutes, 06 seconds, East a chord distance of 339.40 feet to a calculated point; thence run a chord bearing of North 68 degrees, 52 minutes, 45 seconds, West a chord distance of 124.52 feet to a calculated point; thence run a chord bearing of North 32 degrees, 07 minutes, 19 seconds, East a chord distance of 359.52 feet to a calculated point; thence run a chord bearing of North 14 degrees, 00 minutes, 31 seconds, East a chord distance of 226.57 feet to a calculated point; thence run a chord bearing of South 36 degrees, 00 minutes, 44 seconds, West a chord distance of 557.15 feet to a calculated point; thence run a chord bearing of North 87 degrees, 56 minutes, 50 seconds, West a chord distance of 691.25 feet to a 1 inch iron pipe, said pipe lying with the intersection of the accepted West line of the Northwest Quarter of the Northwest Quarter of said Section 07; thence run North 00 degrees, 07 minutes, 21 seconds, West and along said west line 1173.66 feet to the Point of Beginning.

**REAL ESTATE SALES VALIDATION**

Grantor's Name: Estate of James Albert Holman      Grantee's Name: Lake Island Estates, LLC  
James Albert Holman Revocable Trust No. 1

Mailing Address: 10676 Sexton Bend Rd.      Mailing Address: 5710 Watermelon Rd #316  
Tuscaloosa, AL 35406      Northport, AL 35473

Property Address: 10676 Sexton Bend Rd.      Date of Sale: 04/21/2023  
Tuscaloosa, AL 35406      Purchase Price: \$ 850,000.00

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)

- Bill of Sale                       Appraisal                       Sales Contract                       Closing Statement  
 Other: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
Farley A. Poellnitz  
Phelps, Jenkins, Gibson & Fowler, L.L.P.  
P. O. Box 020848  
Tuscaloosa, Alabama 35402-0848  
205-345-5100

SOURCE OF TITLE:  
Deed Book 2023, Page 91

STATE OF ALABAMA        )  
                                      :  
TUSCALOOSA COUNTY     )

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, to the undersigned Grantor in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, SVM Properties, LLC, a Florida limited liability company (herein referred to as "Grantor"), does grant, bargain, sell and convey unto Lake Island Estates, LLC, an Alabama limited liability company (herein referred to as "Grantee"), surface rights only in and to the following described real estate (the "Property"), situated in Tuscaloosa County, Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance is hereby made subject to restrictive covenants, rights of way, easements and reservations of record that apply to the hereinabove described real property.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in any way appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said Grantor, of, in, and to the same and every part or parcel thereof, with the appurtenances.

To have and to hold, the above granted Property unto the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

Pursuant to the provisions of Ala. Code ' 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:  
SVM Properties, LLC  
P. O. Box 1688  
Webster, FL 33597

Grantee's Name and Mailing Address:  
Lake Island Estates, LLC  
5710 Watermelon Rd. #316  
Northport, AL 354733

Property Address:  
Lewis Spur Rd.

Date of Sale:  
March \_\_\_/\_\_\_, 2024

Purchase Price:  
\$7,625,000

Purchase Price Verification:  
Closing Statement

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 1 day of March, 2024.

SVM PROPERTIES, LLC

By: [Signature]  
Louie Holmes, II  
As Its Manager and Member

By: \_\_\_\_\_  
Susan D. Holmes  
As Its Manager and Member

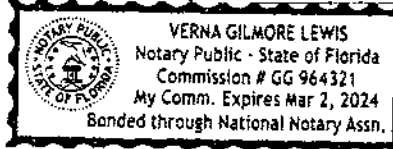
STATE OF FLORIDA )  
Hillsborough COUNTY )

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Louie Holmes, II, whose name as Manager and Member of SVM Properties, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

GIVEN under my hand and official seal of office on this the 1 day of March, 2024.

[Signature]  
Notary Public  
My Commission Expires March 2, 2024

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY )



I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Susan D. Holmes, whose name as Manager and Member of SVM Properties, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such Manager and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

GIVEN under my hand and official seal of office on this the \_\_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



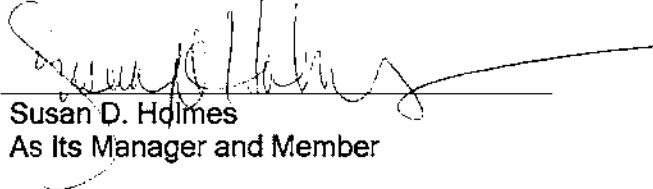
Purchase Price:  
\$7,625,000

Purchase Price Verification:  
Closing Statement

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 1<sup>st</sup> day of March, 2024.

SVM PROPERTIES, LLC

By: \_\_\_\_\_  
Louie Holmes, II  
As Its Manager and Member

By:  \_\_\_\_\_  
Susan D. Holmes  
As Its Manager and Member

STATE OF \_\_\_\_\_ )  
  : )  
\_\_\_\_\_ COUNTY            )

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Louie Holmes, II, whose name as Manager and Member of SVM Properties, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

GIVEN under my hand and official seal of office on this the \_\_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF Alabama )  
  : )  
Tuscaloosa COUNTY        )

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Susan D. Holmes, whose name as Manager and Member of SVM Properties, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such Manager and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

GIVEN under my hand and official seal of office on this the 1<sup>st</sup> day of March, 2024.



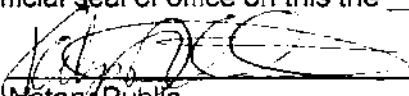
 \_\_\_\_\_  
Notary Public  
My Commission Expires November 13, 2027

EXHIBIT "A"

SURFACE RIGHTS ONLY:

**Parcel 1: 20-01-01-0-001-008.000**

**The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 1, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, less and except 5 acres across the North side thereof; and;**

**LESS AND EXCEPT that portion condemned by the City of Tuscaloosa for the development of Lake Tuscaloosa; and**

**ALSO, LESS AND EXCEPT that certain parcel conveyed by The Sullivan Properties, LLC, an Alabama limited liability company, to Raymond Derek Rice dated June 21, 2021 and recorded in Deed Book 2021, at Page 16078 in the Probate Office of Tuscaloosa County, Alabama.**

**Parcel 2: 21-03-06-0-001-014.000**

**All of the Southwest Quarter (SW 1/4) of Section 6, Township 20 South, Range 9 West, LESS AND EXCEPT THE FOLLOWING PROPERTY:**

**Begin at the point of intersection between the East boundary line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4) Section 6, Township 20 South, Range 9 West, Tuscaloosa County, Alabama and the North boundary line of the road which runs from the Crabbe Road to the Watermelon Road, which road crosses the said forty; thence run in a Western direction along the Northern boundary line of said road for a distance of 315 feet; thence run in a Northern direction and parallel with the East boundary line of said forty for a distance of 315 feet; thence run in an Eastern direction and parallel to the North boundary line of the said road for a distance of 315 feet to a point on the East boundary line of the said forty; thence run in a Southern direction and along the East boundary line of the said forth for a distance of 315 feet to the point of beginning. This excepted parcel being the said described in that certain deed from Vaughn Turner and wife, Aileen C. Turner to Roy Turner, dated November 23, 1959, and recorded in Deed Book 437, at Page 273 in the Probate Office of Tuscaloosa County, Alabama.**

**Parcel 3: 21-03-06-0-001-008.000**

**Part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 9 West, Tuscaloosa County, Alabama and being more particularly described as Follows:**

**Commence at a ½ inch open top pipe being accepted as the northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 6, Township 20 South, Range 9 West, Tuscaloosa County, Alabama; thence run along the north line of the Northwest Quarter of the Southwest Quarter of said Section 6 South 87 degrees, 38 minutes, 19 seconds, East 1,317.03 feet to a ¼ inch iron pipe at the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 6; thence run along the east line of the Southwest Quarter of the Northwest Quarter of said Section 6 North 00 degrees, 11 minutes, 33 seconds, West 1,292.63 feet to a 1 inch iron pipe at the southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 6, said point being the Point of Beginning; thence run along the south line of the Northwest Quarter of the Northwest Quarter of said Section 6 North 86 degrees, 22 minutes, 37 seconds, West 753.70 feet to a ½ inch capped rebar (Herndon) on the acquisition line of Lake Tuscaloosa; thence run along the meandering said acquisition line of Lake Tuscaloosa the following calls: thence run a chord bearing of North 46 degrees, 07 minutes, 44 seconds, East a chord distance of 133.99 feet to a calculated point; thence run a chord bearing of North 55 degrees, 21 minutes, 19 seconds, East a chord distance of 237.95 feet to a calculated point; thence run a chord bearing of North 82 degrees, 38 minutes, 30 seconds, East a chord distance of 172.86 feet to a calculated point; thence run a chord bearing of South 77 degrees, 13 minutes, 21 seconds, East a chord distance of 148.66 feet to a calculated point; thence run a chord bearing of South 46 degrees, 18 minutes, 52 seconds, East a chord distance of 197.14 feet to a 1 inch iron pipe at said acquisition line and the east line of the Northwest Quarter of the Northwest Quarter of said Section 6; thence run along said east line South 00 degrees, 24 minutes, 09 seconds, East 128.82 feet to the Point of Beginning.**

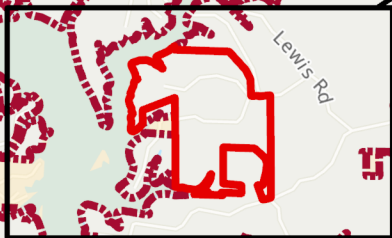
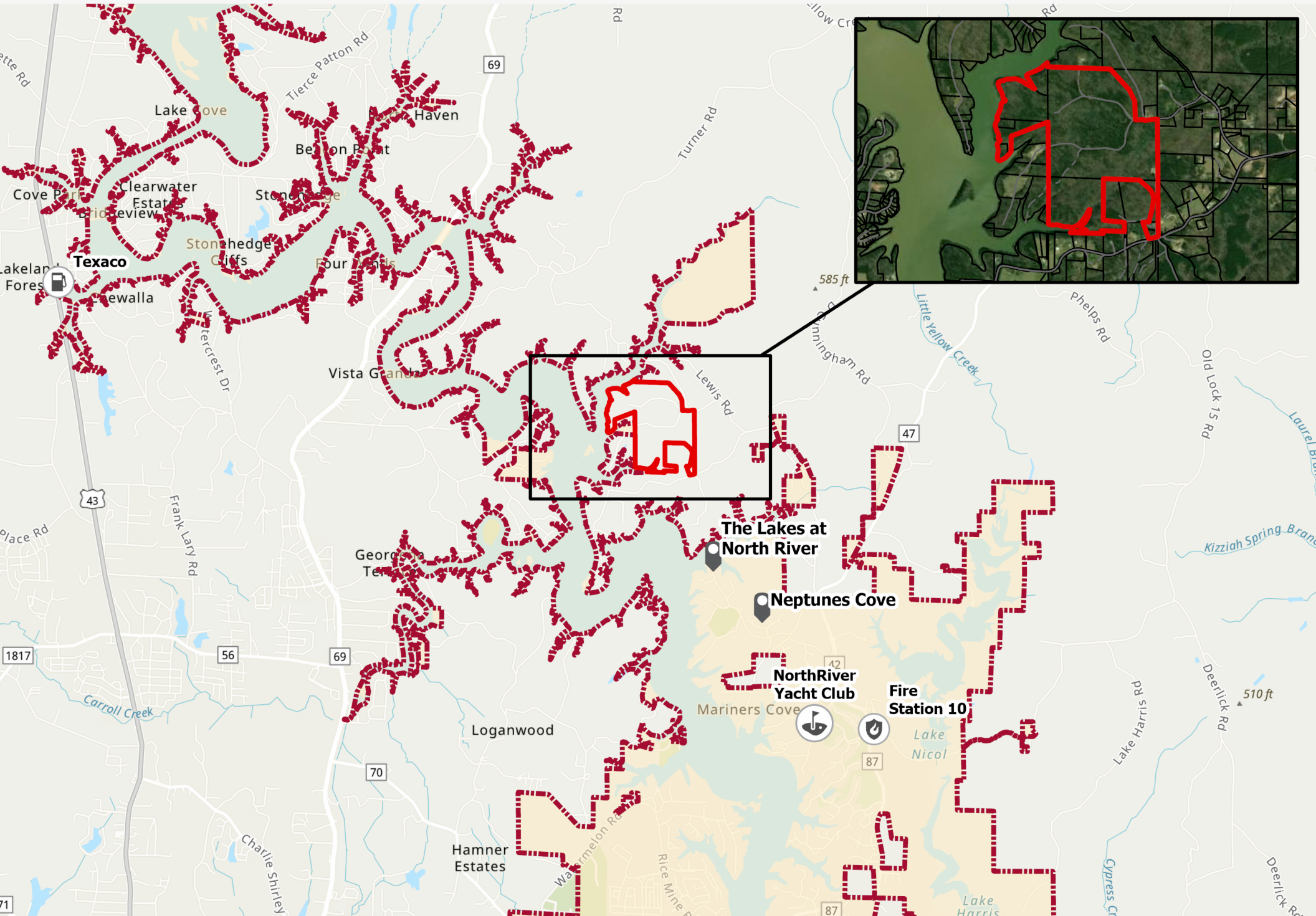
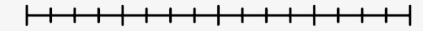
**Said parcel 3 contains 3.44 acres, more or less and is the property <sup>located northward from</sup> the south line of the Northwest Quarter of the Northwest Quarter of said Section 6 and south of the acquisition line of Lake Tuscaloosa.**



# North and west of Lewis Spur

1 inch = 5,290 feet

0 0.5 1 1.5 2 Miles



**The Lakes at North River**

**Neptunes Cove**

**NorthRiver Yacht Club**

**Fire Station 10**

Loganwood

Hamner Estates

Lake Cove

Belton Point

Haven

Clearwater Estate

Stonehedge

Stonehedge Giffs

Four Winds

**Texaco**

Vista Grande

Georgia Terrace

Mariners Cove

Lake Nicol

Lake Harris

Kizziah Spring Branch

510 ft

585 ft

43

69

47

56

69

70

87

87

1817

71

ette Rd

Cove Park

Lakeland Forest

Place Rd

Frank Lary Rd

Tierce Patton Rd

Kentcrest Dr

Carroll Creek

Charlie Shirley

Turner Rd

Lewis Rd

Birmingham Rd

Phelps Rd

Old Lock 15 Rd

Deerlick Rd

Deerlick Rd

Cypress Cr

Little Yellow Creek

Laure Branch

Warrimeron Rd

Rice Mine Rd

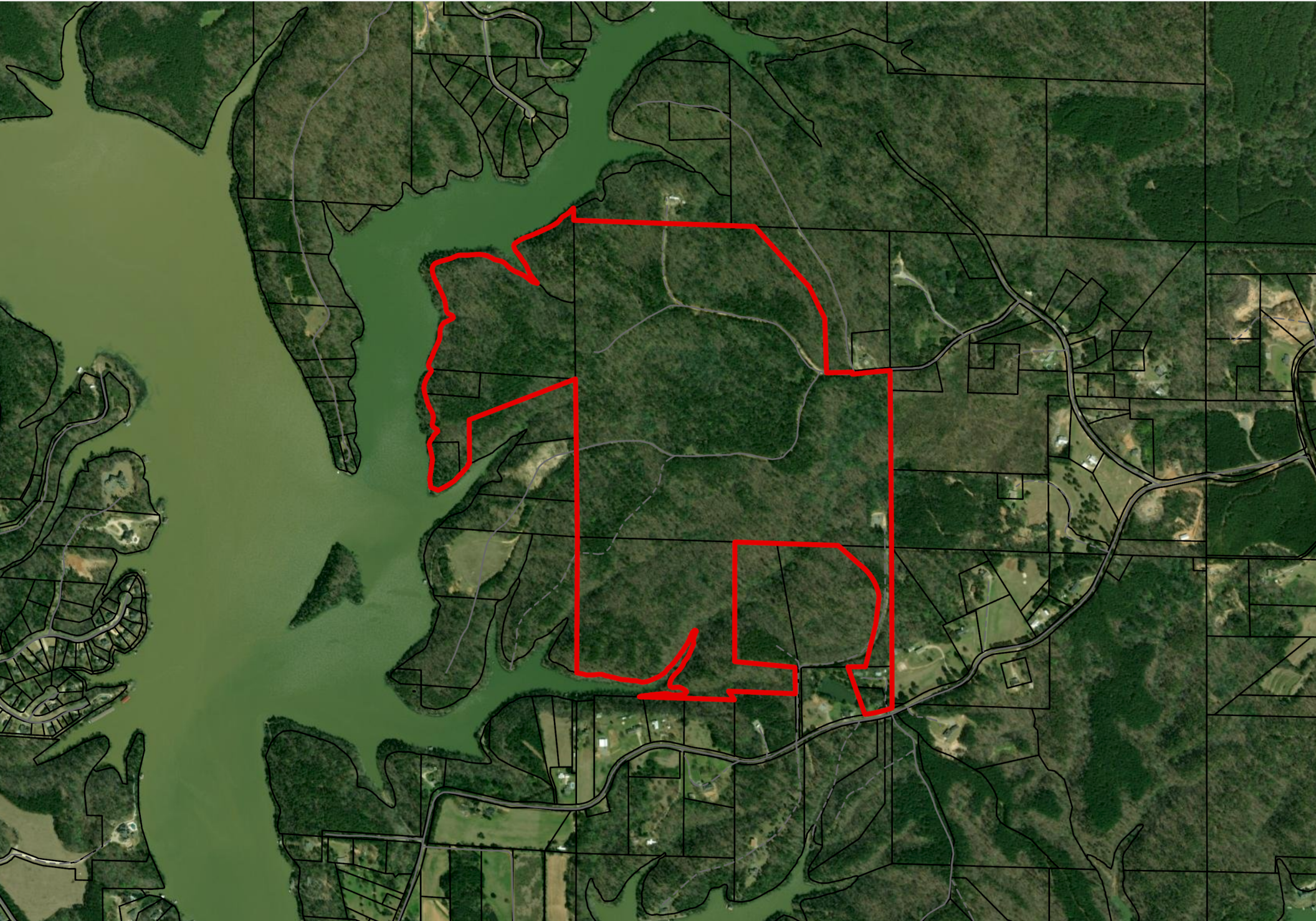
Lake Harris Rsp





# North and west of Lewis Spur

1 inch = 1,000 feet  
0 600 1,200 1,800 2,400 Feet





# Exhibit "A" North and west of Lewis Spur

Census Block & Tract: 3110010102

1 inch = 817 feet

0 375 750 1,125 1,500

