

This instrument was prepared by:

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2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Pine Mountain Improvement
District No. Three
2700 Highway 280 East Suite 425
Birmingham, AL 35223

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED



20090722000283040 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/22/2009 04:16:45 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Ten (\$10.00) and NO/100 Dollars in hand paid to the undersigned **PINE MOUNTAIN PRESERVE, LLLP, a Delaware Limited Liability Limited Partnership**, (hereinafter referred to as GRANTORS), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **Pine Mountain Improvement District No. Three** (hereinafter referred to as GRANTEE), its successors and assigns, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

See attached Exhibit "A" for Legal Description.

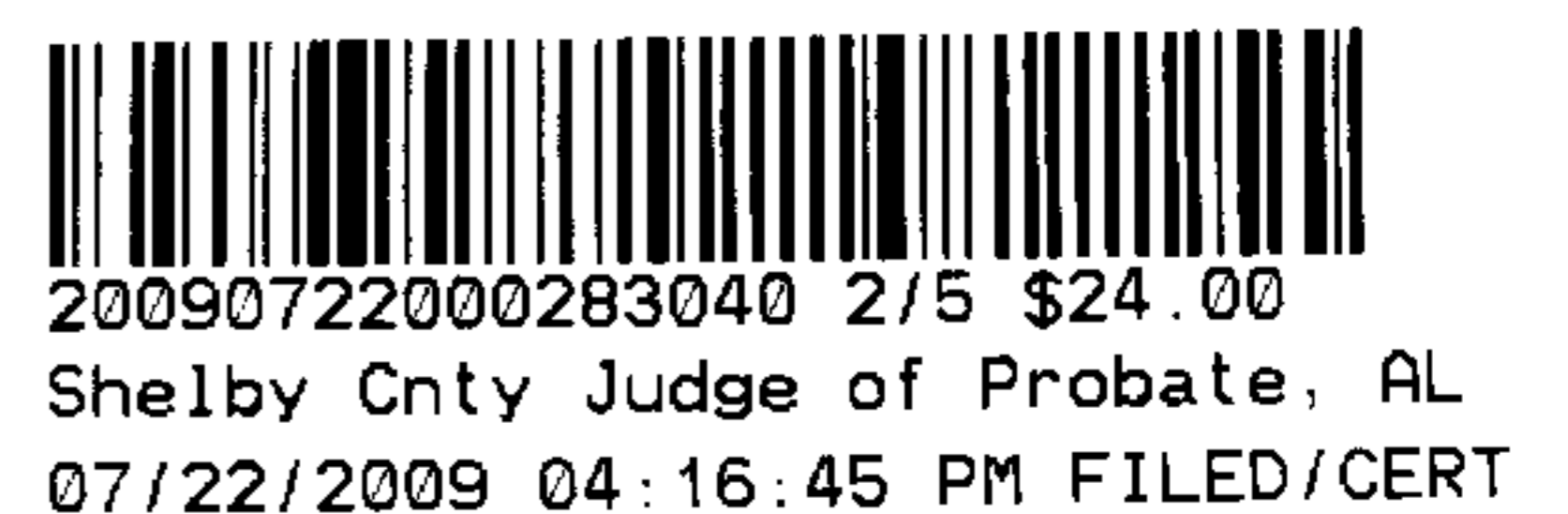
Subject To:

1. Ad valorem taxes for 2009 and subsequent years now due and payable as of October 1, 2009.
2. Existing covenants and restrictions, easements, building lines and limitations of record. All utilities shall be place underground. No above ground utilities will be permitted.
3. Easement for sanitary field lines attached hereto as Exhibit "B" is conveyed as a temporary easement which may be used by the Grantee as field lines until such time as an operational sewer system available to serve the property conveyed herein in Exhibit "A". The Grantee shall be required to connect to such available sewer system within Six (6) months of **Pine Mountain Preserve, Inc.**, its successors or assigns (Hereinafter referred to as "**Developer**", the term Developer shall include Pine Mountain Preserve, Inc., it successors and assigns) giving written notification to Grantee of the availability of connecting to the sewer system. The temporary easement granted for sanitary field lines in Exhibit "B" shall terminate upon the earlier of (a) the connection of the property described in Exhibit "A" to a sanitary sewer system or (b) six months from date of receipt of notification to Grantee from Developer of the availability of connecting to the sewer system. All notifications shall be by certified mail, return receipt requested.
4. Grantor hereby reserves the right for and unto the Developer to install a roadway along the East boundary of the property conveyed herein on Exhibit "A", the right of way of which will be at least sixty (60) feet in width. Grantee acknowledges that the roadway will initially be used a construction entrance by Developer for the subdivision it plans to develop and later as a secondary entrance for the subdivision. Due to the uncertainty of the commencement of construction of the secondary entrance roadway, the Grantee shall obtain its own permits to construct its own entrance directly onto Old U.S. Highway 280 and subsequently an entrance onto the secondary entrance roadway to be constructed on the east side of the property. In the event that either the State of Alabama or the project Traffic Engineer raise a site distance issue over the location of the driveway leading onto the property from Old U.S. Highway 280 and the secondary entrance roadway to be constructed for the subdivision, the driveway would have to be closed and abandoned and the property would utilize the secondary entrance roadway as its means of ingress and egress.
5. It is Grantor's understanding that Grantee plans to construct a building on the property conveyed herein on Exhibit "A", which will be used as a fire station. As this property will be the secondary entrance to the subdivision which is to be developed, Developer requires the Grantee to abide by certain architectural requirements concerning the appearance of the property. No

improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer, drain, disposal system, decorative building, satellite dish, communication tower, landscaping, landscape device or object, exterior painting, ornamental items (bird baths, statues, e.g.), basketball goals, tree removal, mailboxes, shall be commenced, erected, placed or maintained upon the Property, nor shall any addition, change or alteration therein, thereof or thereto be made, nor any subdivision platting or replatting of the Property be made, unless and until the plans and specifications, showing the color, nature, kind, shape, materials and location of the same, shall have been submitted to and approved in writing by, the Developer, its successors or assigns. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6. In the event that a fire station is to be constructed on the property, Developer shall permit the initial construction of the building as a metal building subject to approval of plans and specifications by the Developer. All architectural plans, designs and elevations of any building and/or changes thereto shall be subject to approval by the Developer. Developer shall require Grantee to change or upgrade the exterior façade of the building to a traditional classical architecture using all brick and mortar structure within five (5) years of the date of this deed. The architectural style shall be in keeping with the entire community to be developed by the Developer. The exterior brick shall be a Boral Brick called Orleans Woodmold and the mortar color shall be buff. The roof shall use shingles known as Weatherwood by Certinteed being a 30 year landmark dimensional shingle. The foregoing brick and shingle selections are subject to final approval and change by the Developer. In the event that Grantee fails to change or upgrade the exterior façade of the building as required by this paragraph, the title to the property conveyed herein **shall revert** to the Grantor, its successors or assigns.
7. Developer acknowledges that Grantee shall install a tomado siren along the west property line of the property conveyed in Exhibit "A". The tomado siren shall be constructed to resemble in appearance the tomado siren located in Highland Park within Highland Lakes subdivision in Shelby County, Alabama. In the event of reversion of the title to the property to the Grantor in accordance with paragraph 6 hereinabove, the Grantor may at its discretion require the relocation of the tomado siren or may grant an easement to leave the tomado siren in place.
8. In the event of reversion of the title to the property conveyed herein to the Grantor in accordance with Paragraph 6 hereinabove, the temporary easement granted for sanitary field lines granted herein, if not previously terminated, **shall also revert** to the Grantor.
9. In the event that the property ceases to be used as a fire station, the title to the property **shall revert** to the Grantor, its successors or assigns.
10. Property conveyed herein is subject to all terms, conditions, covenants, dues and assessments of the Articles of Incorporation of the Pine Mountain Improvement District No. Three as recorded in Instrument No. 20070319000124240, in the Probate Office of Shelby County, Alabama, together with Notice of Assessment of Real Property as recorded in Instrument No. 20080307000093830, in the Probate Office of Shelby County, Alabama.
11. Subject to easement for landscape and entrance signage reserved by Pine Mountain Preserve, LLLP as recorded in Instrument No. 20090722000283030, in the Probate Office of Shelby 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 GRANTEE, belonging or in anywise appertaining and unto his heirs and assigns forever.





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IN WITNESS WHEREOF, said GRANTOR has hereunto set its hand and seal this the 22nd day of July, 2009.

PINE MOUNTAIN PRESERVE, LLLP

By its General Partner,

By Eddleman Properties, LLC

By:


Douglas D. Eddleman,
Its Managing Member

STATE OF ALABAMA }

:

COUNTY OF JEFFERSON }


I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Properties, LLC, an Alabama Limited Liability Company, acting in its capacity as General Partner of Pine Mountain Preserve, LLLP, a Delaware Limited Liability Limited Partnership, 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 the Instrument, he, in his capacity as such managing member and with full authority signed the same for and as the act of said limited liability company acting in its capacity for such Limited Liability Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 22nd day of July, 2009.


NOTARY PUBLIC

My Commission Expires: 3/13/2010

EXHIBIT "A"


20090722000283040 4/5 \$24.00
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DESCRIPTION: SITE

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST; THENCE RUN SOUTH 89°01'24" EAST ALONG THE NORTH LINE OF SAID SECTION 29 FOR 954.74 FEET TO A POINT ON THE EAST LINE OF LOT 4, ACCORDING TO THE SURVEY OF CARDEN CREST AS RECORDED IN MAP BOOK 35, PAGE 64 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HERIEN DESCRIBED; THENCE RUN SOUTH 89°01'24" EAST ALONG THE NORTH LINE OF SAID SECTION 29 FOR 206.08 FEET; THENCE RUN SOUTH 27°36'38" WEST FOR 67.71 FEET; THENCE RUN SOUTH 24°31'50" EAST FOR 169.21 FEET; THENCE RUN SOUTH 23°55'33" WEST FOR 38.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY #280; THENCE RUN SOUTH 65°28'10" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 223.38 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CARDEN CREST SUBDIVISION; THENCE RUN NORTH 04°16'57" WEST ALONG THE EAST LINE OF SAID SUBDIVISION FOR 346.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 59,868 SQUARE FEET OR 1.37 ACRES.



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EXHIBIT "B"

DESCRIPTION: EASEMENT FOR SANITARY FIELD LINES

A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 EAST; THENCE RUN SOUTH 89°01'24" EAST ALONG THE SOUTH LINE OF SAID SECTION 20 FOR 954.74 FEET TO A POINT ON THE EAST LINE OF LOT 4, ACCORDING TO THE SURVEY OF CARDEN CREST AS RECORDED IN MAP BOOK 35, PAGE 64 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 89°01'24" EAST ALONG THE SOUTH LINE OF SAID SECTION 20 FOR 206.08; THENCE RUN NORTH 27°36'38" EAST FOR 207.23 FEET; THENCE RUN NORTH 04°16'57" WEST FOR 66.68 FEET; THENCE RUN SOUTH 85°43'03" WEST FOR 314.70 FEET TO A POINT ON THE EAST LINE OF SAID CARDEN CREST SUBDIVISION; THENCE RUN SOUTH 04°16'57" EAST ALONG THE EAST LINE OF SAID CARDEN CREST SUBDIVISION FOR 223.74 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 64,784 SQUARE FEET OR 1.49 ACRES.

Shelby County, AL 07/22/2009

State of Alabama

Deed Tax : \$1.00