


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

Send Tax Notice to:
Eddleman Lands LLC
2700 Hwy 280 Suite 425
Birmingham, AL 35223

STATE OF ALABAMA
COUNTY OF SHELBY


20170901000320890 1/5 \$422.00
Shelby Cnty Judge of Probate, AL
09/01/2017 02:47:29 PM FILED/CERT

Shelby County, AL 09/01/2017
State of Alabama
Deed Tax: \$395.00

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Three Hundred Ninety Five Thousand and NO/100 Dollars (\$395,000.00)** to the undersigned grantor, **PINE MOUNTAIN PRESERVE, INC.**, a Delaware corporation (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **PINE MOUNTAIN PRESERVE, INC.**, a Delaware corporation, does by these presents, grant, bargain, sell and convey unto **EDDLEMAN LANDS, LLC**, an Alabama limited liability company (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description

The above property is conveyed subject to:

- (1) 2017 Ad Valorem taxes which have accrued but are not yet due and payable.
- (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 in Deed Book 244, page 587, Deed Book 330, page 621; Deed Book 336, page 4; Deed Book 336, page 6; Instrument 1997-03819; Instrument 1997-9552; Instrument 2000-04451; Instrument 2000-04453 and Corrected in Instrument 2001-21744; Instrument 20060221000084810; Instrument 20060221000084820, and corrected in Instrument 20081202000454670, in the Probate Office of Shelby County, Alabama.
- (3) Any continuing liens affecting subject property which may be created by potential future assessments of the Pine Mountain Preserve Improvement District No. Seven. Such assessments constitute a super-priority lien on subject property pursuant to Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act").
- (4) Articles of Incorporation of Pine Mountain Preserve Improvement District No. Seven as recorded in Instrument 20070319000124280, in the Probate Office of Shelby County, Alabama.
- (5) Terms and Condition of Conservation Easement and Declaration of Restrictions and Covenants and Notice of Conveyance by and between Pine Mountain Preserve, LLLP d/b/a Pine Mountain Preserve, LLP and North American Land Trust, as set out in Instrument 20051228000666520, in the Probate Office of Shelby County, Alabama.
- (6) Easement granted to Alabama Power Company recorded in Instrument 20131002000395690, in the Probate Office of Shelby County, Alabama.
- (7) Rights of others in and to that certain Easement Agreement by and between The Young Men's Christian Association of Birmingham and Pine Mountain Preserve, LLLP, with reservations and restrictions included therein, recorded in Instrument 20140829000272700, in the Probate Office of Shelby County, Alabama.
- (8) Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community as recorded in Instrument 20151228000440560, in the Probate Office of Shelby County, Alabama.
- (9) Terms and Conditions of Certificate of Formation of Pine Mountain Preserve Association Inc., as recorded in Book LR201515, page 20421, in the Probate Office of Shelby County, Alabama.

This conveyance is made with the express reservation and condition that the Grantee, by itself and on behalf of its successors, assigns, contractor, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes of actions whether arising at law, (by contract or 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 property herein conveyed, as

CLAYTON T. SWEENEY, ATTORNEY AT LAW

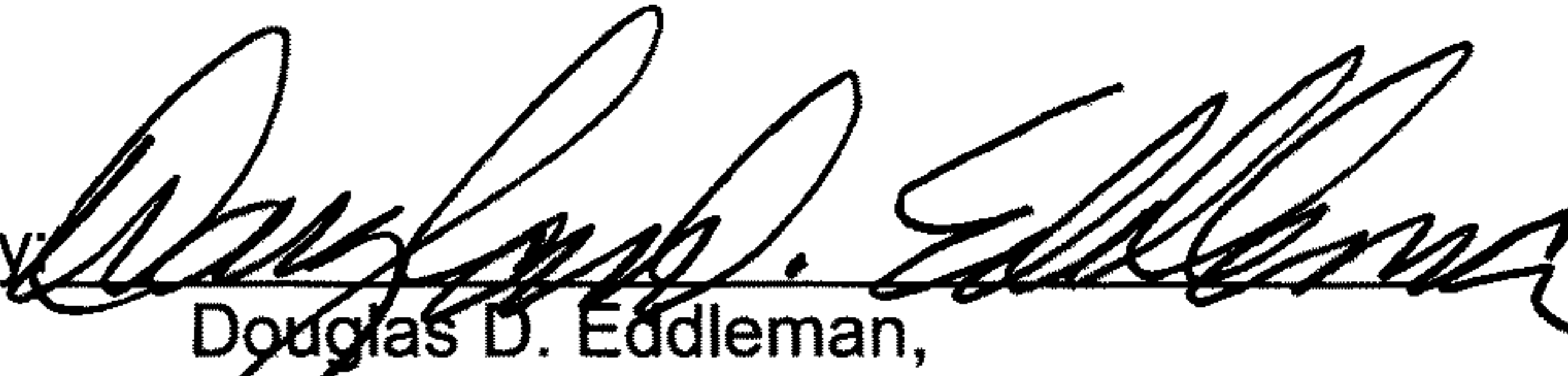
the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantee acknowledges that it has made its own independent inspections and investigations of the subject property and is purchasing the property in reliance thereof. For purposes of this paragraph, Grantor shall mean and refer to Pine Mountain Preserve, Inc., and (i) its partners, employees and officers and members of each of them and (ii) any successors and assigns of Pine Mountain Preserve, Inc..

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 17th day of August, 2017.

GRANTOR:

By: Pine Mountain Preserve, Inc.


By: 
Douglas D. Eddleman,
Its President

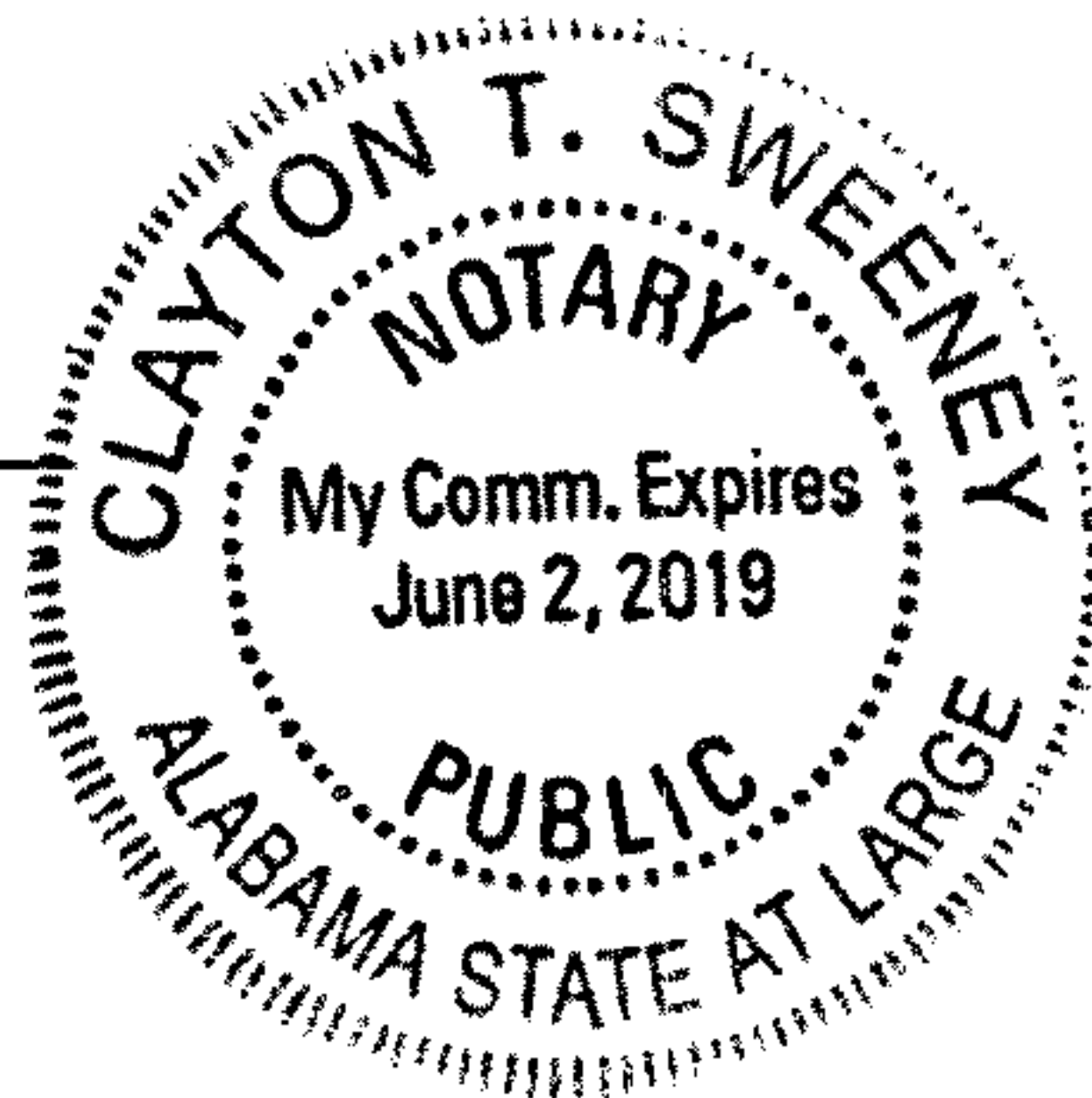
Pine Mountain Preserve-Eddleman Lands, LLC

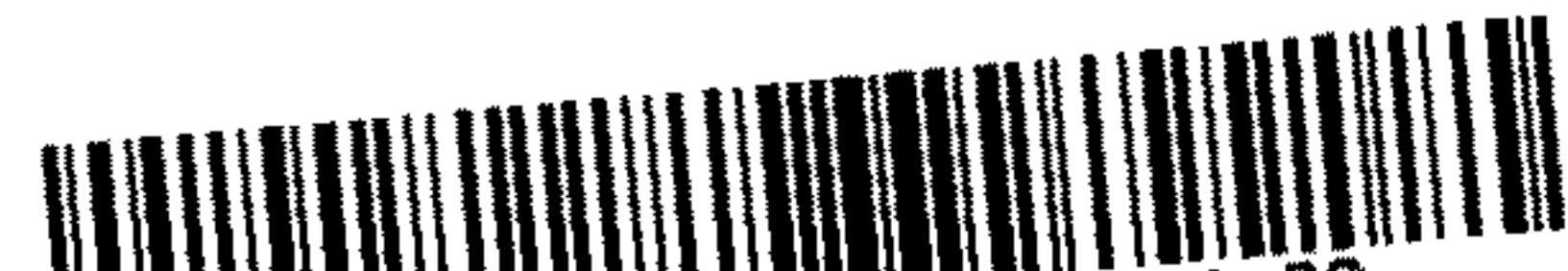
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 Pine Mountain Preserve, Inc., a Delaware Corporation, 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.

Given under my hand and official seal of office this the 17th day of August, 2017.



NOTARY PUBLIC
My Commission expires: 06/02/2019




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

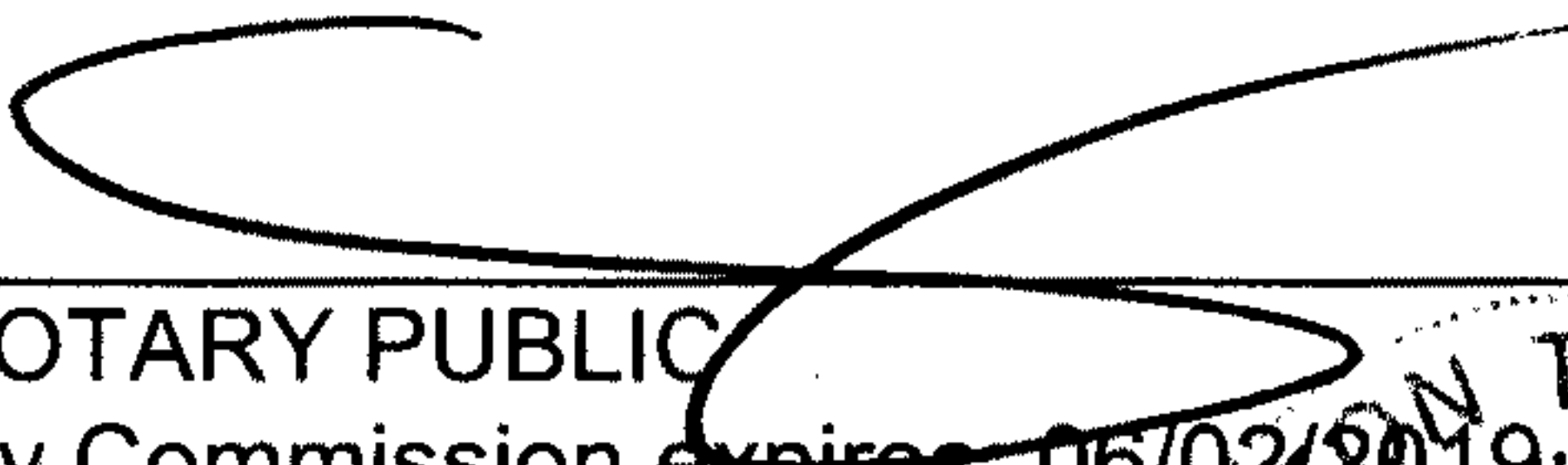
EDDLEMAN LANDS, LLC



BY: 
Douglas D. Eddleman
Its: Managing Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Residential, 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 Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17th day of August, 2017.


NOTARY PUBLIC
My Commission expires: 06/02/2019



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EXHIBIT "A"

Deed from Pine Mountain Preserve, Inc. to Eddleman Lands, LLC

LOT 5

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, THENCE RUN SOUTH 89°12'59" EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 2102.02 FEET; THENCE NORTH 00°47'01" EAST FOR 2090.60 FEET TO A POINT ON THE WATER'S EDGE OF GRANDFATHER LAKE AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 56°33'44" WEST FOR 103.48 FEET; THENCE RUN NORTH 47°07'30" WEST FOR 192.00 FEET; THENCE RUN NORTH 27°11'43" WEST FOR 1353.08 FEET; THENCE RUN SOUTH 52°46'08" WEST FOR 387.65 FEET; THENCE RUN NORTH 38°33'57" WEST FOR 151.64 FEET; THENCE RUN NORTH 47°46'56" EAST FOR 426.17 FEET; THENCE RUN NORTH 27°11'43" WEST FOR 555.02 FEET; THENCE RUN NORTH 63°08'46" FOR 727.91 FEET; THENCE RUN SOUTH 12°28'11" EAST FOR 1716.73 FEET; THENCE RUN SOUTH 30°54'19" EAST FOR 200.80 FEET; THENCE RUN SOUTH 12°41'50" EAST FOR 77.32 FEET; THENCE RUN NORTH 35°35'44" WEST FOR 277.05 FEET; THENCE RUN SOUTH 04°52'59" EAST FOR 23.13 FEET; THENCE RUN SOUTH 20°54'05" EAST FOR 97.42 FEET; THENCE RUN SOUTH 15°58'07" WEST FOR 71.54 FEET; THENCE RUN SOUTH 28°16'24" WEST FOR 53.02 FEET; THENCE RUN NORTH 83°21'19" WEST FOR 76.24 FEET; THENCE RUN SOUTH 65°33'28" WEST FOR 34.08 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED. LESS AND EXCEPT ANY PART LYING BELOW THE SEASONAL NORMAL POOL WATER LEVEL OF GRANDFATHER LAKE.

SAID TRACT OF LAND CONTAINING 22.72 ACRES MORE OR LESS.



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Real Estate Sales Validation Form

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

Grantor's Name Pine Mountain Preserve, Inc.
Mailing Address 2700 Hwy. 280 E., Ste. 425
Birmingham, AL 35223

Grantee's Name Eddleman Lands, LLC
Mailing Address 2700 Hwy 280 Suite 425
Birmingham, AL 35223

Property Address Metes and Bounds

Date of Sale August 17, 2017

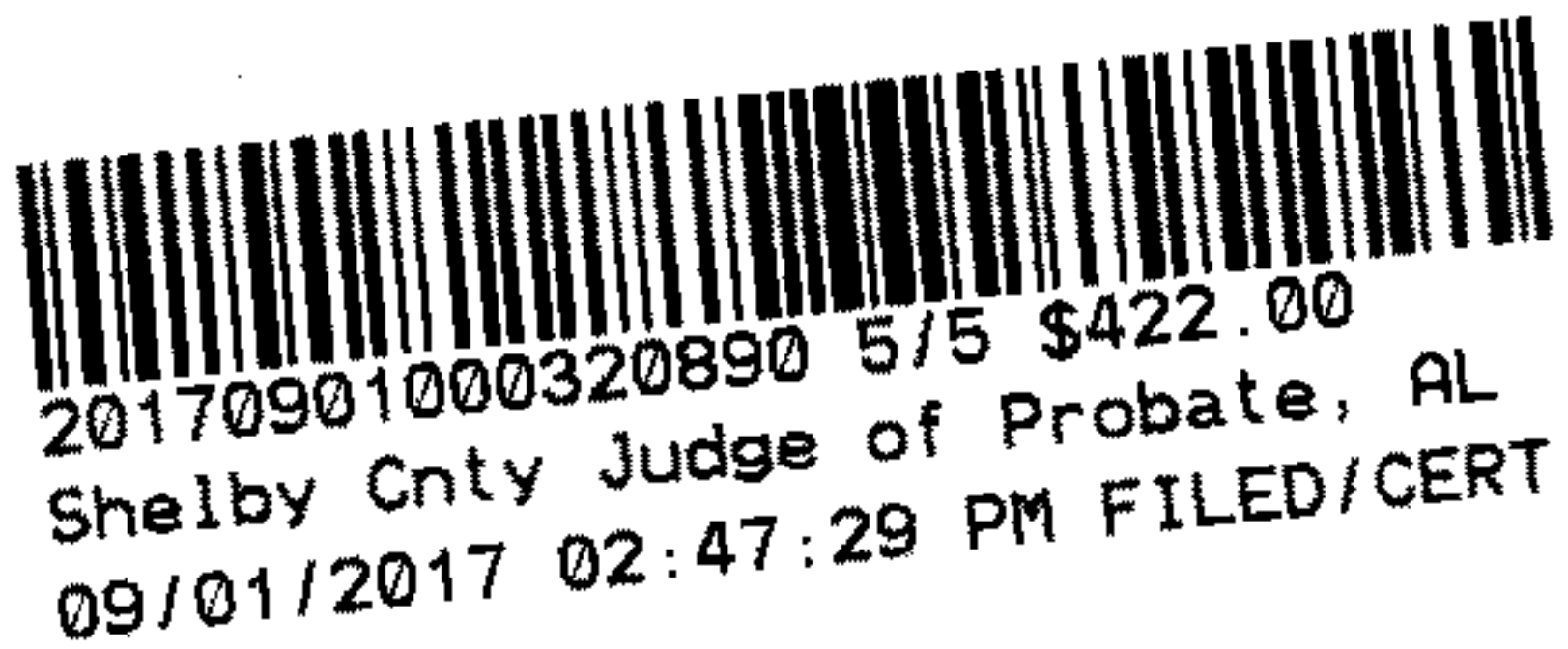
Total Purchase Price \$395,000.00

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) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Other
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 _____

Unattested

(verified by)

Pine Mountain Preserve, Inc.
By: Douglas D. Eddleman, President
Print _____

Sign _____

(Grantor/Grantee/Owner/Agent) circle one

CLAYTON T. SWEENEY, ATTORNEY AT LAW