

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

Send Tax Notice to:  
Atkins Investments, LLC  
Attn: Spencer G. Atkins, Managing Member  
P.O. Box 100609  
Irondale, AL 35210

STATE OF ALABAMA )  
COUNTY OF SHELBY )



Shelby Cnty Judge of Probate, AL  
04/25/2019 10:06:40 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Three Hundred Seventy Five Thousand and NO/100 Dollars (\$375,000.00)** to the undersigned grantor, **PINE MOUNTAIN PRESERVE, INC.**, a Delaware corporation (herein referred to as "Grantor"), and **EDDLEMAN LANDS, LLC**, an Alabama limited liability company (herein after referred to as "Grantor" only as to that portion of the 50 foot wide non-exclusive ingress, egress and utility easement being conveyed herewith) in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **PINE MOUNTAIN PRESERVE, INC.**, a Delaware corporation, and **EDDLEMAN LANDS, LLC**, an Alabama limited liability company, do by these presents, grant, bargain, sell and convey unto **ATKINS INVESTMENTS, 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) 2018 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.

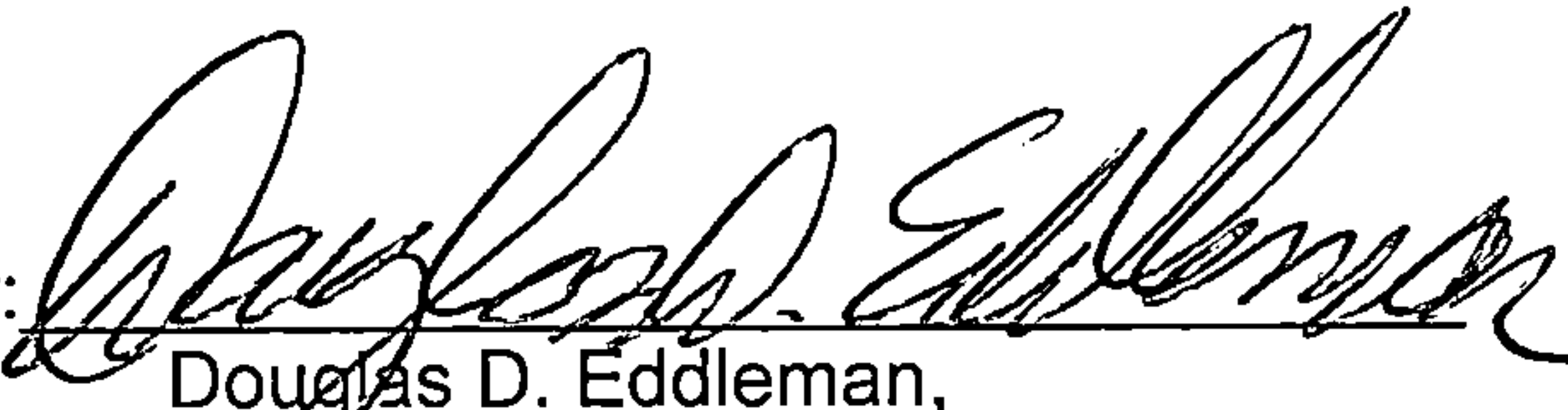
This conveyance is made with the express reservation and condition that the Grantee, by itself and on behalf of its successors, assigns, contractor, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes 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 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 5th day of March, 2019.

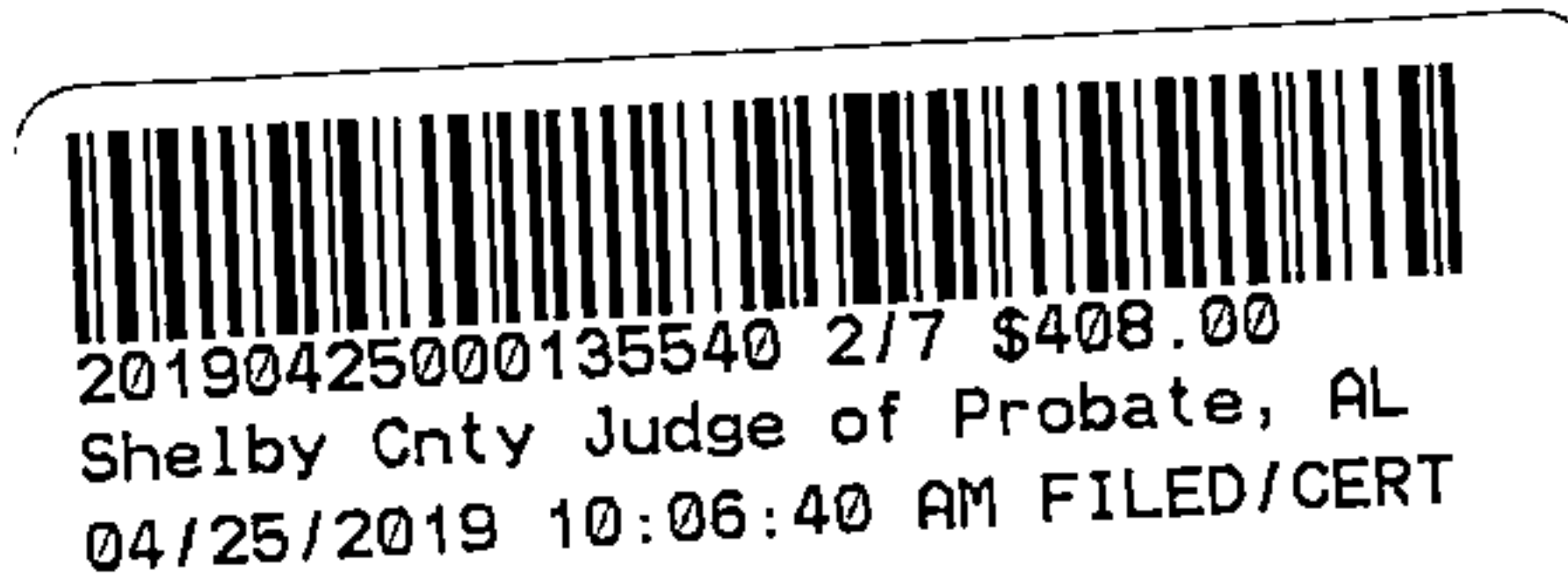
GRANTOR:

Pine Mountain Preserve, Inc.

By:   
Douglas D. Eddleman,  
Its President

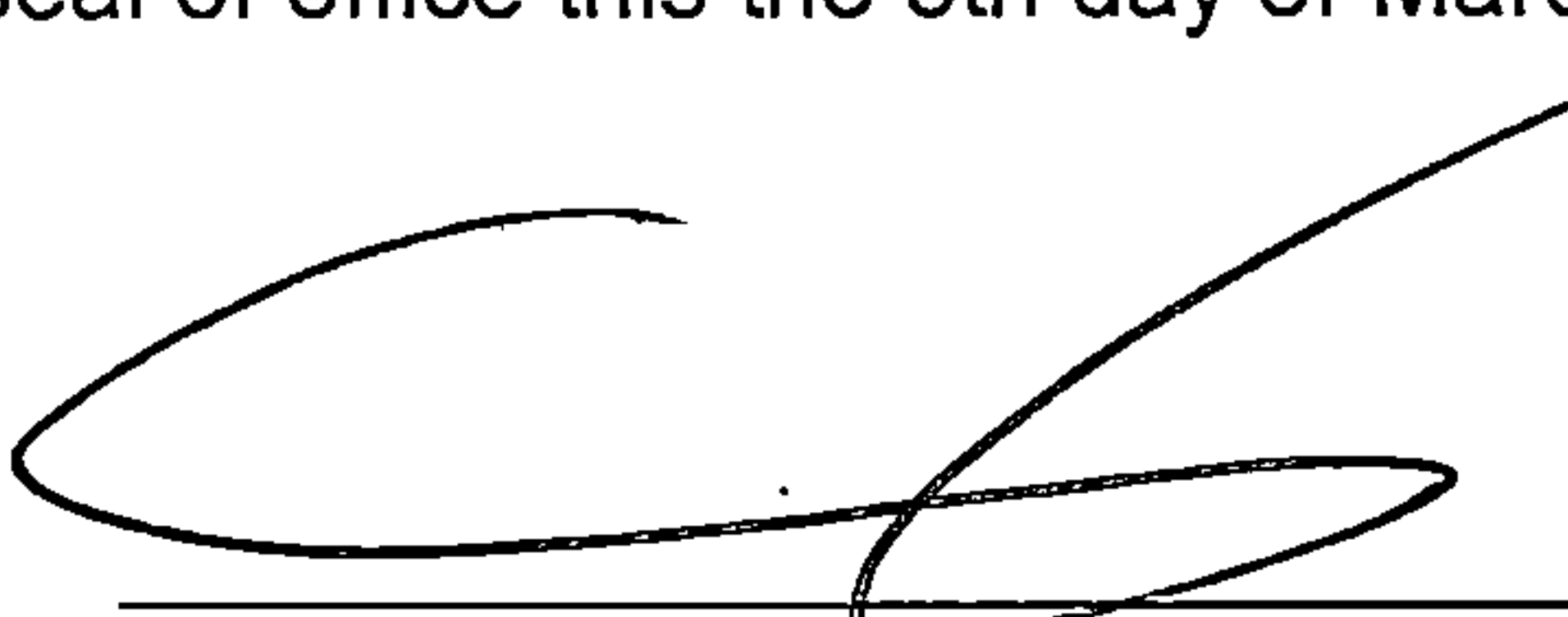
Atkins Investment, LLC  
Pine Mountain Preserve - Tract 8

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 5th day of March, 2019.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: 06/02/2019

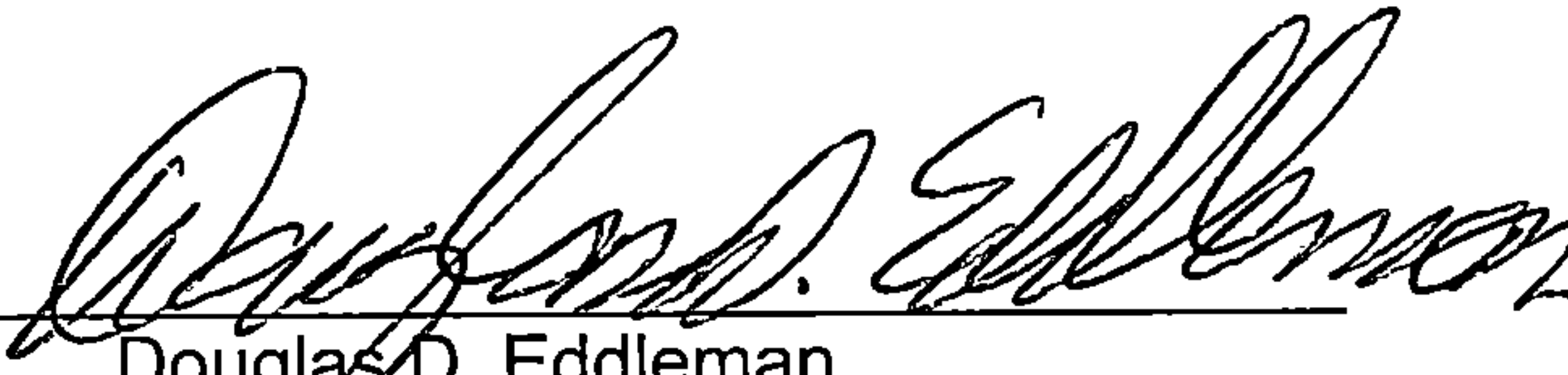




IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 5th day of March, 2019.

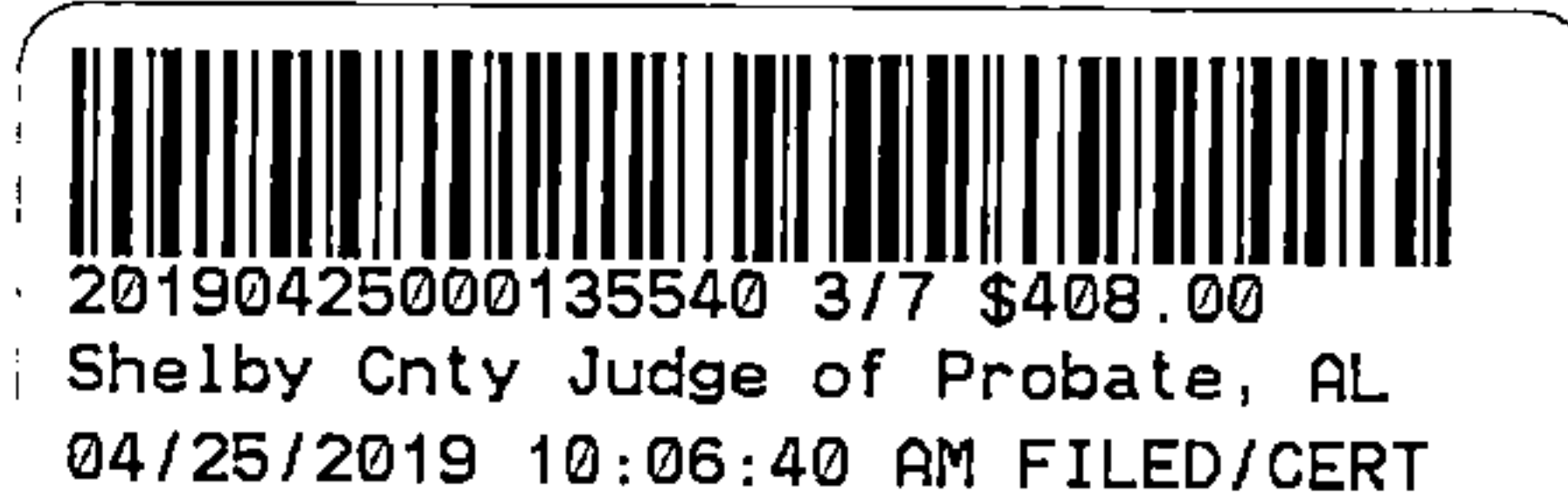
GRANTOR:

Eddleman Lands, LLC

By:   
Douglas D. Eddleman  
Its Member

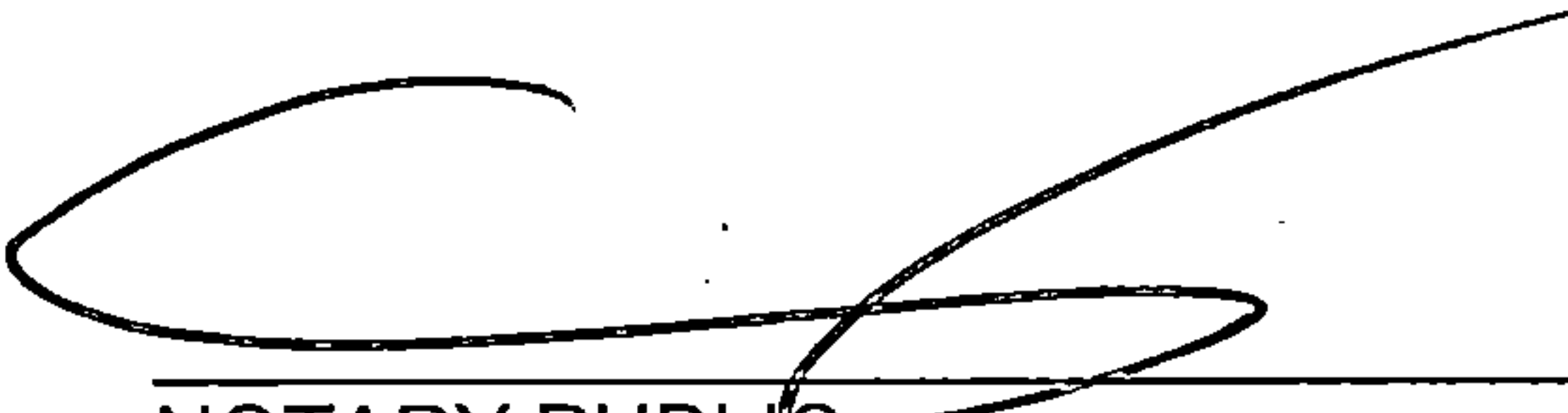
Atkins Investments, LLC  
Pine Mountain Preserve – 50 Foot wide non-exclusive easement

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 Member of Eddleman Lands, LLC, an Alabama limited liability company 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 Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

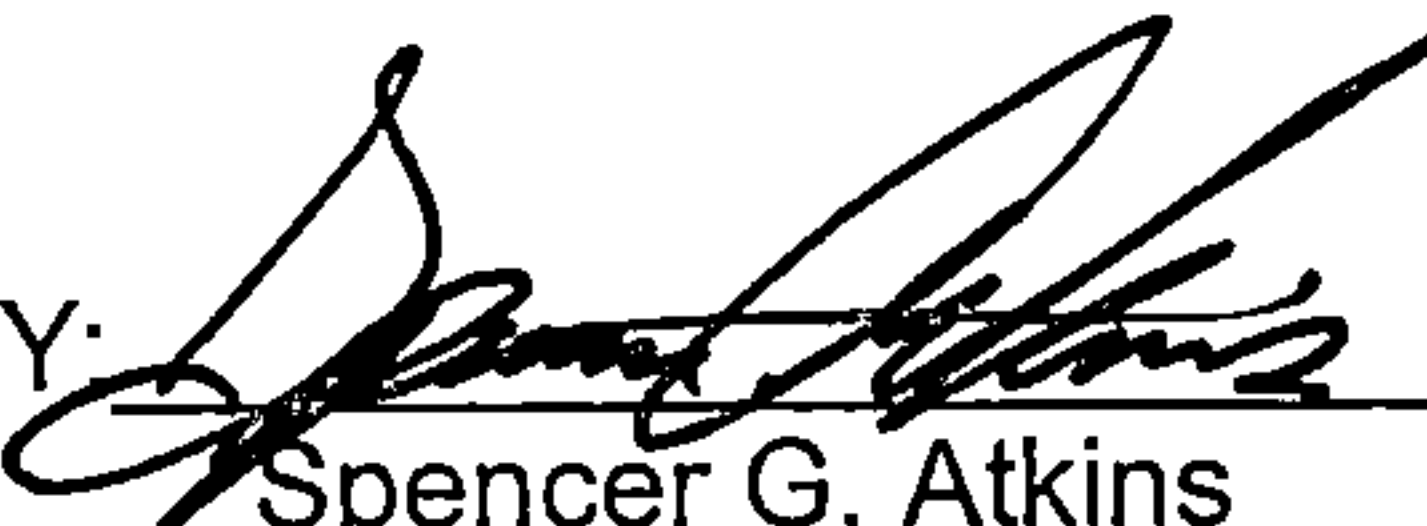
Given under my hand and official seal of office this the 5th day of March, 2019.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: 06/02/2019

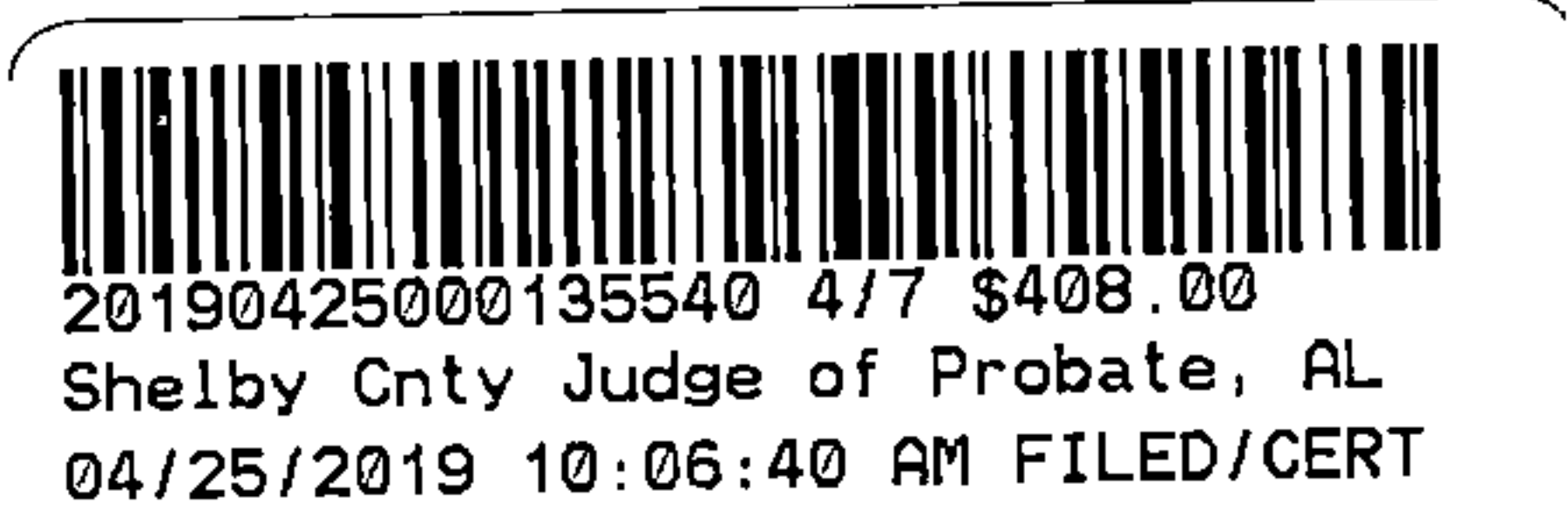


The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

ATKINS INVESTMENTS, LLC

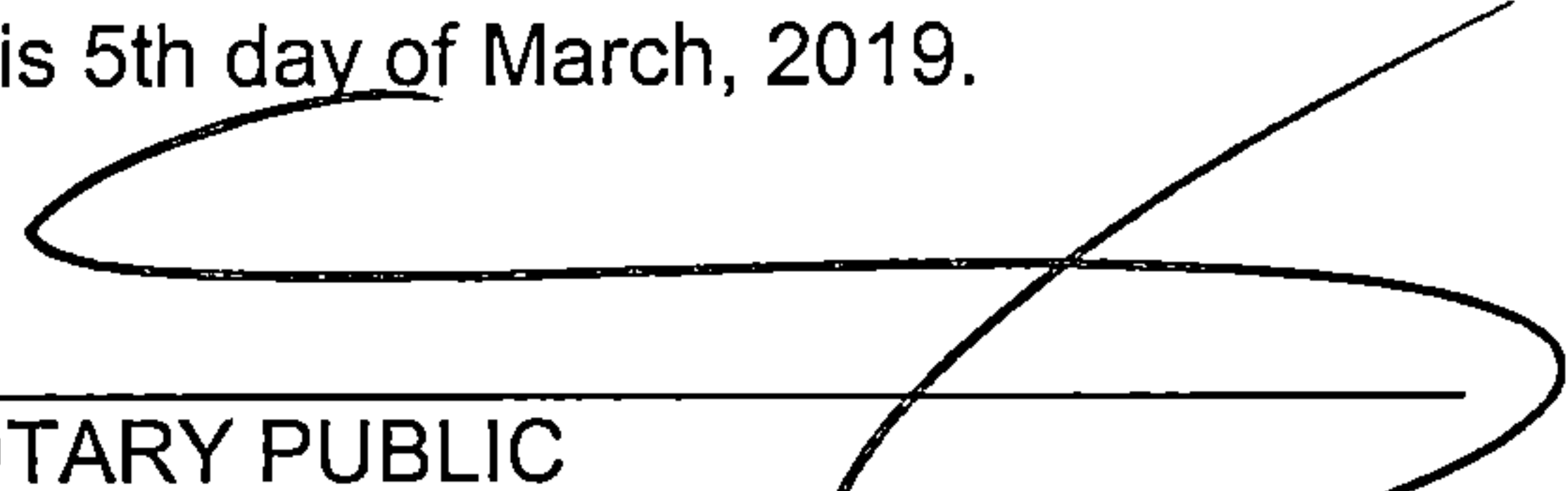
BY:   
Spencer G. Atkins  
Its: Managing Member

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Spencer G. Atkins, whose name as Managing Member of Atkins Investments, 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.

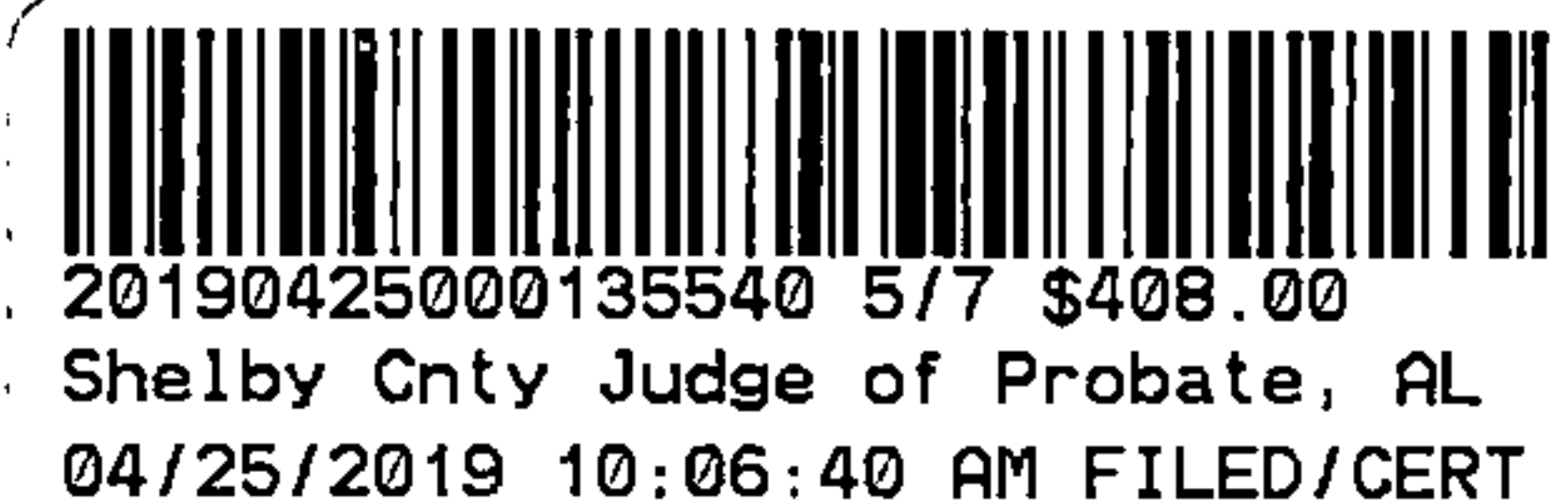
Given under my hand and official seal this 5th day of March, 2019.

  
NOTARY PUBLIC  
My Commission expires: 06/02/2019





**EXHIBIT "A"**



**PARCEL I: Referred to as TRACT 8**

**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 DEGREES 12 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1796.34 FEET; THENCE RUN NORTH 00 DEGREES 47 MINUTES 01 SECONDS EAST FOR 1679.42 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 44 DEGREES 18 MINUTES 24 SECONDS WEST FOR 324.43 FEET; THENCE RUN NORTH 44 DEGREES 44 MINUTES 28 SECONDS WEST FOR 199.56 FEET; THENCE RUN NORTH 49 DEGREES 40 MINUTES 40 SECONDS WEST FOR 1825.81 FEET; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 31 SECONDS WEST FOR 817.88 FEET; THENCE RUN SOUTH 60 DEGREES 59 MINUTES 37 SECONDS EAST FOR 1196.10 FEET; THENCE RUN SOUTH 55 DEGREES 55 MINUTES 36 SECONDS EAST FOR 594.56 FEET; THENCE RUN NORTH 42 DEGREES 23 MINUTES 46 SECONDS EAST FOR 70.10 FEET; THENCE RUN NORTH 64 DEGREES 09 MINUTES 52 SECONDS EAST FOR 138.91 FEET; THENCE RUN NORTH 18 DEGREES 55 MINUTES 33 SECONDS WEST FOR 58.00 FEET; THENCE RUN NORTH 32 DEGREES 02 MINUTES 12 SECONDS EAST FOR 28.37 FEET; THENCE RUN SOUTH 73 DEGREES 57 MINUTES 44 SECONDS EAST FOR 56.49 FEET TO THE POINT OF BEGINNING.**

**LESS AND EXCEPT ANY PART LYING BELOW THE SEASONAL NORMAL POOL WATER LEVEL OF GRANDFATHER LAKE.**

**PARCEL II:**

**TOGETHER WITH RIGHTS AS SET OUT IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR PINE MOUNTAIN PRESERVE INCLUDING BUT NOT LIMITED TO THE INGRESS/EGRESS AND UTILITY EASEMENT AS RECORDED IN INSTRUMENT 20151228000440560, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**PARCEL III**

**TOGETHER WITH RIGHTS IN AND TO THE INGRESS/EGRESS AND UTILITY EASEMENT RECORDED IN INSTRUMENT 20140829000272700 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**


**Parcel IV**

**A 50 FOOT WIDE NON EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT BEING 25 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE.**

**COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST. SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 02 SECONDS EAST FOR 1105.86 FEET; THENCE RUN SOUTH 89 DEGREES 35 MINUTES 58 SECONDS WEST FOR 239.98 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE RUN NORTH 00 DEGREES 26 MINUTES 58 SECONDS WEST FOR 45.61 FEET; THENCE RUN NORTH 19 DEGREES 35 MINUTES 49 SECONDS EAST FOR 31.79 FEET; THENCE RUN NORTH 37 DEGREES 59 MINUTES 38 SECONDS EAST FOR 36.31 FEET; THENCE RUN NORTH 38 DEGREES 38 MINUTES 56 SECONDS EAST FOR 25.07 FEET; THENCE RUN NORTH 24 DEGREES 23 MINUTES 29 SECONDS EAST FOR 29.03 FEET; THENCE RUN NORTH 01 DEGREES 20 MINUTES 06 SECONDS EAST FOR 15.33 FEET; THENCE RUN NORTH 16 DEGREES 40 MINUTES 35 SECONDS WEST FOR 21.54 FEET; THENCE RUN NORTH 29 DEGREES 36 MINUTES 57 SECONDS WEST FOR 41.93 FEET; THENCE RUN NORTH 38 DEGREES 20 MINUTES 44 SECONDS WEST FOR 46.61 FEET; THENCE RUN NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST FOR 27.75 FEET; THENCE RUN NORTH 57 DEGREES 57 MINUTES 44 SECONDS WEST FOR 18.48 FEET; THENCE RUN NORTH 79 DEGREES 43 MINUTES 47 SECONDS WEST FOR 16.73 FEET; THENCE RUN SOUTH 82 DEGREES 22 MINUTES 47 SECONDS WEST FOR 54.71 FEET; THENCE RUN SOUTH 76 DEGREES 21 MINUTES 29 SECONDS WEST FOR 62.85 FEET; THENCE RUN SOUTH 88 DEGREES 24 MINUTES 24 SECONDS WEST FOR 18.70 FEET; THENCE RUN NORTH 71 DEGREES 33 MINUTES 29 SECONDS WEST FOR 27.44 FEET;**



THENCE RUN NORTH 34 DEGREES 46 MINUTES 23 SECONDS WEST FOR 22.84 FEET; THENCE RUN NORTH 00 DEGREES 29 MINUTES 17 SECONDS WEST FOR 28.44 FEET; THENCE RUN NORTH 06 DEGREES 21 MINUTES 53 SECONDS EAST FOR 33.48 FEET; THENCE RUN NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST FOR 58.76 FEET; THENCE RUN NORTH 04 DEGREES 43 MINUTES 03 SECONDS WEST FOR 80.42 FEET; THENCE RUN NORTH 18 DEGREES 57 MINUTES 03 SECONDS EAST FOR 17.74 FEET; THENCE RUN NORTH 37 DEGREES 34 MINUTES 53 SECONDS EAST FOR 100.19 FEET; THENCE RUN NORTH 37 DEGREES 47 MINUTES 00 SECONDS EAST FOR 103.61 FEET; THENCE RUN NORTH 44 DEGREES 56 MINUTES 51 SECONDS EAST FOR 28.99 FEET; THENCE RUN NORTH 52 DEGREES 00 MINUTES 37 SECONDS EAST FOR 71.26 FEET; THENCE RUN NORTH 52 DEGREES 28 MINUTES 30 SECONDS EAST FOR 109.21 FEET; THENCE RUN NORTH 45 DEGREES 06 MINUTES 06 SECONDS EAST FOR 70.57 FEET; THENCE RUN NORTH 38 DEGREES 38 MINUTES 50 SECONDS EAST FOR 65.81 FEET; THENCE RUN NORTH 31 DEGREES 35 MINUTES 37 SECONDS EAST FOR 63.74 FEET; THENCE RUN NORTH 24 DEGREES 06 MINUTES 06 SECONDS EAST FOR 47.13 FEET; THENCE RUN NORTH 16 DEGREES 40 MINUTES 34 SECONDS EAST FOR 17.81 FEET; THENCE RUN NORTH 37 DEGREES 44 MINUTES 01 SECONDS WEST FOR 8.83 FEET; THENCE RUN SOUTH 86 DEGREES 27 MINUTES 28 SECONDS WEST FOR 22.44 FEET; THENCE RUN SOUTH 77 DEGREES 49 MINUTES 17 SECONDS WEST FOR 28.56 FEET; THENCE RUN SOUTH 60 DEGREES 10 MINUTES 33 SECONDS WEST FOR 28.38 FEET; THENCE RUN SOUTH 62 DEGREES 38 MINUTES 02 SECONDS WEST FOR 15.20 FEET; THENCE RUN NORTH 72 DEGREES 33 MINUTES 38 SECONDS WEST FOR 12.29 FEET; THENCE RUN NORTH 48 DEGREES 30 MINUTES 32 SECONDS WEST FOR 15.48 FEET; THENCE RUN NORTH 40 DEGREES 26 MINUTES 20 SECONDS WEST FOR 34.95 FEET; THENCE RUN NORTH 49 DEGREES 04 MINUTES 12 SECONDS WEST FOR 34.52 FEET; THENCE RUN NORTH 56 DEGREES 33 MINUTES 01 SECONDS WEST FOR 13.05 FEET; THENCE RUN NORTH 81 DEGREES 18 MINUTES 41 SECONDS WEST FOR 62.65 FEET; THENCE RUN NORTH 77 DEGREES 36 MINUTES 56 SECONDS WEST FOR 74.69 FEET; THENCE RUN NORTH 74 DEGREES 31 MINUTES 11 SECONDS WEST FOR 110.11 FEET; THENCE RUN NORTH 79 DEGREES 11 MINUTES 43 SECONDS WEST FOR 104.81 FEET; THENCE RUN SOUTH 89 DEGREES 19 MINUTES 42 SECONDS WEST FOR 44.92 FEET; THENCE RUN SOUTH 75 DEGREES 08 MINUTES 16 SECONDS WEST FOR 49.29 FEET; THENCE RUN SOUTH 63 DEGREES 43 MINUTES 06 SECONDS WEST FOR 61.37 FEET; THENCE RUN SOUTH 42 DEGREES 34 MINUTES 41 SECONDS WEST FOR 43.94 FEET; THENCE RUN SOUTH 31 DEGREES 35 MINUTES 17 SECONDS WEST FOR 31.34 FEET; THENCE RUN SOUTH 46 DEGREES 28 MINUTES 23 SECONDS WEST FOR 19.38 FEET; THENCE RUN SOUTH 63 DEGREES 39 MINUTES 35 SECONDS WEST FOR 37.04 FEET; THENCE RUN SOUTH 71 DEGREES 39 MINUTES 43 SECONDS WEST FOR 18.90 FEET; THENCE RUN NORTH 89 DEGREES 05 MINUTES 35 SECONDS WEST FOR 25.07 FEET; THENCE RUN NORTH 78 DEGREES 44 MINUTES 17 SECONDS WEST FOR 30.72 FEET; THENCE RUN NORTH 86 DEGREES 31 MINUTES 34 SECONDS WEST FOR 32.63 FEET; THENCE RUN SOUTH 89 DEGREES 13 MINUTES 50 SECONDS WEST FOR 32.53 FEET; THENCE RUN SOUTH 76 DEGREES 34 MINUTES 45 SECONDS WEST FOR 23.19 FEET; THENCE RUN SOUTH 71 DEGREES 52 MINUTES 27 SECONDS WEST FOR 20.47 FEET; THENCE RUN SOUTH 78 DEGREES 25 MINUTES 49 SECONDS WEST FOR 44.93 FEET; THENCE RUN SOUTH 81 DEGREES 04 MINUTES 02 SECONDS WEST FOR 76.35 FEET; THENCE RUN SOUTH 83 DEGREES 37 MINUTES 47 SECONDS WEST FOR 78.28 FEET; THENCE RUN SOUTH 82 DEGREES 09 MINUTES 38 SECONDS WEST FOR 14.38 FEET; THENCE RUN SOUTH 60 DEGREES 12 MINUTES 54 SECONDS WEST FOR 15.36 FEET; THENCE RUN SOUTH 44 DEGREES 36 MINUTES 05 SECONDS WEST FOR 50.25 FEET; THENCE RUN SOUTH 38 DEGREES 37 MINUTES 01 SECONDS WEST FOR 49.40 FEET; THENCE RUN SOUTH 41 DEGREES 25 MINUTES 50 SECONDS WEST FOR 99.95 FEET; THENCE RUN SOUTH 43 DEGREES 16 MINUTES 23 SECONDS WEST FOR 78.85 FEET; THENCE RUN SOUTH 52 DEGREES 23 MINUTES 39 SECONDS WEST FOR 47.98 FEET; THENCE RUN SOUTH 64 DEGREES 49 MINUTES 13 SECONDS WEST FOR 33.76 FEET; THENCE RUN SOUTH 78 DEGREES 24 MINUTES 38 SECONDS WEST FOR 24.05 FEET; THENCE RUN NORTH 86 DEGREES 20 MINUTES 14 SECONDS WEST FOR 21.47 FEET; THENCE RUN NORTH 89 DEGREES 28 MINUTES 49 SECONDS WEST FOR 20.57 FEET; THENCE RUN SOUTH 75 DEGREES 29 MINUTES 21 SECONDS WEST FOR 24.79 FEET; THENCE RUN SOUTH 66 DEGREES 24 MINUTES 00 SECONDS WEST FOR 49.81 FEET; THENCE RUN SOUTH 62 DEGREES 25 MINUTES 43 SECONDS WEST FOR 94.60 FEET TO THE POINT OF BEGINNING.

  
20190425000135540 6/7 \$408.00  
Shelby Cnty Judge of Probate, AL  
04/25/2019 10:06:40 AM FILED/CERT

# 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.  
2700 Hwy. 280 E., Ste. 425  
Mailing Address Birmingham, AL 35223

Grantee's Name Atkins Investments, LLC  
P.O. Box 100609  
Mailing Address Irondale, AL 35209

Property Address Metes and Bounds Pine Mountain  
Preserve Westover, AL

Date of Sale March 5, 2019

Total Purchase Price \$ 375,000.00

or

Actual Value \$ \_\_\_\_\_

or

Assessor's Market Value \$ \_\_\_\_\_

NO TAX COLLECTED  
CORRECTIVE DEED

Shelby County, AL 04/25/2019  
State of Alabama  
Deed Tax: \$375.00

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 ☐ Appraisal  
☐ Sales Contract ☐ Other  
☒ Closing Statement

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 \_\_\_\_\_

Pine Mountain Preserve, Inc.  
Print by Douglas D. Eddleman, President

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

20190425000135540 7/7 \$408.00  
Shelby Cnty Judge of Probate, AL  
04/25/2019 10:06:40 AM FILED/CERT