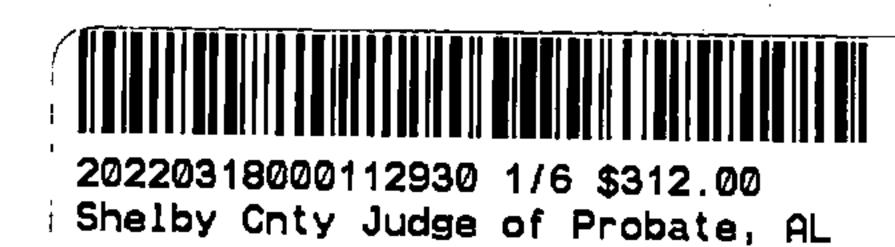
This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223

Send Tax Notice to: Adam D. Massey Stacey A. Massey 326 Deer Meadow Drive Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)



03/18/2022 11:47:24 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Seventy Five Thousand and NO/100 Dollars (\$275,000.00) to the undersigned grantor, Eddleman Residential, LLC, an Alabama limited liability company (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Eddleman Residential, LLC, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto Adam D. Massey and Stacey A. Massey, (hereinafter referred to as "Grantees", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

DESCRIPTION TRACT 1 - 1:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SECTION 24 FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO THE CENETRLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE, AND THE POINT OF BEGINNING; THENCE RUN SOUTH 58 DEGREES 30 MINUTES 12 SECONDS WEST ALONG PINE MOUNTAIN TRAIL, A PRIVATE DRIVE FOR 50.61 FEET; THENCE RUN ALONG SAID PRIVATE DRIVE THE FOLLOWING COURSES: SOUTH 45 DEGREES 42 MINUTES 44 SECONDS WEST FOR 50.04 FEET; SOUTH 11 DEGREES 28 MINUTES 14 SECONDS EAST FOR 41.87 FEET; SOUTH 09 DEGREES 39 MINUTES 54 SECONDS EAST FOR 68.70 FEET; SOUTH 06 DEGREES 05 MINUTES 22 SECONDS EAST FOR 151.49 FEET; SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST FOR 121.76 FEET; SOUTH 56 DEGREES 09 MINUTES 57 SECONDS WEST FOR 254.54 FEET; SOUTH 41 DEGREES 33 MINUTES 50 SECONDS WEST FOR 97.19 FEET; SOUTH 34 DEGREES 53 MINUTES 14 SECONDS WEST FOR 167.14 FEET; SOUTH 45 DEGREES 50 MINUTES 38 SECONDS WEST FOR 24.21 FEET; THENCE LEAVE SAID PRIVATE DRIVE AND RUN NORTH 40 DEGREES 10 MINUTES 28 SECONDS WEST FOR 107.43 FEET; THENCE RUN NORTH 16 DEGREES 58 MINUTES 37 SECONDS EAST FOR 104.66 FEET TO A POINT IN THE CENTER OF LITTLE CREEK, THENCE RUN ALONG SAID CREEK THE FOLLOWING COURSES:NORTH 31 DEGREES 35 MINUTES 52 SECONDS WEST FOR 76.78 FEET; NORTH 71 DEGREES 54 MINUTES 16 SECONDS WEST FOR 22.57 FEET; SOUTH 57 DEGREES 02 MINUTES 24 SECONDS WEST FOR 44.89 FEET; SOUTH 77 DEGREES 00 MINUTES 59 SECONDS WEST FOR 34.71 FEET; NORTH 65 DEGREES 04 MINUTES 57 SECONDS WEST FOR 86.64 FEET; NORTH 76 DEGREES 12 MINUTES 44 SECONDS WEST FOR 31.14 FEET, NORTH 16 DEGREES 31 MINUTES 41 SECONDS WEST FOR 35.51 FEET; NORTH 05 DEGREES 05 MINUTES 22 SECONDS EAST FOR 78.33 FEET; NORTH 41 DEGREES 48 MINUTES 57 SECONDS WEST FOR 76.72 FEET; NORTH 06 DEGREES 22 MINUTES 34 SECONDS WEST FOR 72.21 FEET; NORTH 20 DEGREES 47 MINUTES 44 SECONDS WEST FOR 175.74 FEET TO THE END OF SAID CREEK; THENCE LEAVING SAID CREEK RUN NORTH 00 DEGREES 28 MINUTES 28 SECONDS EAST FOR 206.41 FEET THENCE RUN NORTH 89 DEGREES 31 MINUTES 32 SECONDS WEST FOR 55.60 TO THE WATER'S EDGE OF HARGIS LAKE; THENCE RUN ALONG SAID WATER'S EDGE THE FOLLOWING COURSES: NORTH 09 DEGREES 04 MINUTES 02 SECONDS WEST FOR 108.27 FEET; NORTH 04 DEGREES 00 MINUTES 28 SECONDS WEST FOR 79.01 FEET; NORTH 23 DEGREES 24 MINUTES 46 SECONDS EAST FOR 108.24 FEET; NORTH 42 DEGREES 19 MINUTES 32 SECONDS EAST FOR 117.64 FEET; NORTH 56 DEGREES 04 MINUTES 35 SECONDS EAST FOR 120.99 FEET; NORTH 42 DEGREES 24 MINUTES 09 SECONDS EAST FOR 106.58 FEET; NORTH 21 DEGREES 15 MINUTES 44 SECONDS EAST FOR 52.27 FEET; NORTH 54 DEGREES 50 MINUTES 02 SECONDS EAST FOR 80.34 FEET; NORTH 61 DEGREES 31 MINUTES 42 SECONDS EAST FOR 28.72 FEET; THENCE LEAVING SAID WATER'S EDGE RUN SOUTH 38 DEGREES 47 MINUTES 24 SECONDS EAST FOR 997.63 FEET TO PINE MOUNTAIN TRAIL, A PRIVATE DRIVE AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 20.16 ACRES MORE OR LESS.

TOGETHER WITH THOSE CERTAIN RIGHTS AS SET OUT IN 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, AMENDMENT AND RESTATEMENT OF EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT 2021020900007920, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This deed is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

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The above property is conveyed subject to:

- (1) 2022 Ad Valorem taxes which have accrued but are not yet due and payable.
- (2) Transmission line permit to Alabama Power Company, as recorded in Deed Book 111, Page 270; Deed Book 241, Page 380; Deed Book 241, Page 403; Deed Book 241, Page 406 and Deed Book 242, Page 443, in the Probate Office of Shelby County, Alabama.
- (3) 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, and Amendment and Restatement of Easement Agreement recorded in Instrument 20210209000067920, in the Probate Office of Shelby County, Alabama.
- (4) Agreement between First Christian Church of Birmingham, Inc. and Estes H. and Florence Parker Hargis Charitable Foundation and Hargis Daffodil Hills Foundation recorded in Real Record 55, Page 966, in the Probate Office of Shelby County, Alabama.
- (5) Easement to Southern Bell Telephone and Telegraph Company recorded in Deed Book 320, Page 981 and Deed Book 343, Page 934, in the Probate Office of Shelby County, Alabama.
- (6) Assignment and Assumption of Settlement Decree dated 4-12-99, from First Christian Church of Birmingham, Inc, to The Young Men's Christian Association of Birmingham, filed for record 4-13-99, recorded in Instrument 1999-15749; together with Assignment and Assumption of Settlement Decree dated 3/21/2019 by The Young Men's Christian Association of Birmingham and Eddleman Lands, LLC filed for record 3/25/2019 in Instrument 20190325000094390, in the Probate Office of Shelby County, Alabama.
- (7) Assignment of Trust Agreements dated 4-12-99, by First Christian Church of Birmingham, Inc. and The Young Men's Christian Association of Birmingham, filed for record 4-13-99, recorded in Instrument 1999-15741; together with Assignment and Assumption of Settlement Decree dated 3/21/2019 by The Young Men's Christian Association of Birmingham and Eddleman Lands, LLC filed for record 3/25/2019 in Instrument 20190325000094380, in the Probate Office of Shelby County, Alabama.
- (8) Easement granted to Alabama Power Company, as recorded in Instrument 1996-4161, Instrument 20131002000395680; Instrument 20150219000053250; Instrument 20200327000120980; and Instrument 20220228000083450, in the Probate Office of Shelby County, Alabama.
- (9) Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community, as recorded in Instrument 20151228000440560, Amendment and Restatement of the Declaration as recorded in Instrument 20210222000087210, Corrected by affidavit recorded in Instrument 20210311000121530; Supplementary Declaration and Amendment to the Declaration of Easements, Covenants and Restrictions, Pine Mountain Preserve, a Natural Community, Pine Mountain Trail Sector, as recorded in Instrument 2021040100163200, in the Probate Office of Shelby County, Alabama.
- (10) Powers and provisions as set out in the Articles of Incorporation of Pine Mountain Preserve Association, Inc., as recorded in Book LR201515, Page 20421, in the Probate Office of Jefferson County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended.
- (11) Mineral and Mining Rights not owned by Grantor.

- (12) Easement for Access to the Cross for use by Hargis Camp, as recorded in Instrument No. 20220318000112 900 , in the Probate Office of Shelby County, Alabama.

 (13) Easement Agreement for Sanitary Sewer Lines and Fields as recorded in Instrument No. 20220318000 112910 , in the Probate Office of Shelby County, Alabama.

This conveyance is made with the express reservation and condition that the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor and Pine Mountain Preserve, Inc., Pine Mountain Preserve, LLLP, Eddleman Lands, LLC, Eddleman Properties, LLC and Eddleman Realty, LLC (herein collectively referred to as the Pine Mountain Preserve entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or noncontiguous. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Grantor and Pine Mountain entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Pine Mountain Preserve entities as defined herein above and any successors and assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

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

20220318000112930 3/6 \$312.00 Shelby Cnty Judge of Probate, AL 03/18/2022 11:47:24 AM FILED/CERT IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized representative this 16th day of March, 2022.

GRANTOR:

Eddleman Residential, LLC an Alabama limited liability company

Douglas D. Eddleman

Its: President and CEO

RE: Tract 1 - 1 Pine Mountain Trail

Adam D. Massey and Stacey A. Massey

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, 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 officer, 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 16th day of March, 2022.

NOTARY PUBLIC

My Commission Expires: 06/02/2823

My Comm. Expires
June 2, 2023

A STATE AT

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

Adam D. Massey

Shelby Cnty Judge of Probate, AL 03/18/2022 11:47:24 AM FILED/CERT

STATE OF ALABAMA) **COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Adam D. Massey and Stacey A. Massey, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of March, 2022.

; ;

Real Estate Sales Validation Form

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

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Adam D. Massey and Stacey A. Massey
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	326 Deer Meadow Drive Chelsea, AL 35043
Property Address	309 Pine Mountain Trail Chelsea, AL 35043	Date of Sale	March 16, 2022
		Total Purchase Price	\$ 275,000.00
; !	•	or .	· · · · · · · · · · · · · · · · · · ·
:		Actual Value	<u>\$</u>
	t	Or	
		Assessor's Market Value	<u>\$</u>
	r actual value claimed on this form ca lation of documentary evidence is no	an be verified in the following document trequired)	tary evidence:
		. Appraisal	
☐ Bill of Sale☐ Sales Contract☑ Closing Statement		Other Deed	
If the conveyance doos is not required.	cument presented for recordation cor	ntains all of the required information ref	erenced above, the filing of this form
	·	Instructions	
Grantor's name and mailing address.	mailing address - provide the name	•	interest to property and their current
Grantee's name and	mailing address - provide the name o	of the person or persons to whom interes	est to property is being conveyed.
Property address - the property was conveyed		being conveýed, if available. Date of S	Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purcha	ase of the property, both real and pers	onal, being conveyed by the instrument
		lue of the property, both real and pers conducted by a licensed appraiser or	onal, being conveyed by the instrument the assessor's current market value.
the property as deter	. •	ith the responsibility of valuing property	lue, excluding current use valuation, of y for property tax purposes will be used
· · · · · · · · · · · · · · · · · · ·			true and accurate. I further understand ed in Code of Alabama 1975 § 40-22-1
Date	• • • • • • • • • • • • • • • • • • •	Eddleman Residential, l Print <u>by Douglas D. Eddlema</u>	
Unattested	(verified by)	Sign(Grantor/Grantee/C	wner/Agent) circle one

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Form RT-1