

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

Send Tax Notice to:
Bonnie E. Poore
Timothy B. Poore
400 Fish Trap Road
Crópolis, AL 35054

STATE OF ALABAMA)
COUNTY OF SHELBY)

20220706000267590 1/5 \$190.00
Shelby Cnty Judge of Probate, AL
07/06/2022 11:37:27 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **One Million One Hundred Fifty Six Thousand and NO/100 Dollars (\$1,156,000.00)** 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 **Bonnie E. Poore and Timothy B. Poore**, (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 - 2:

A PARCEL OF LAND LYING IN THE NORTHEAST 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 CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE AND THE POINT OF BEGINNING; THENCE RUN NORTH 38 DEGREES 47 MINUTES 24 SECONDS WEST FOR 997.63 FEET TO THE WATER'S EDGE OF HARGIS LAKE; THENCE RUN ALONG SAID WATER'S EDGE THE FOLLOWING COURSES, NORTH 61 DEGREES 57 MINUTES 07 SECONDS EAST FOR 207.51 FEET; NORTH 34 DEGREES 42 MINUTES 59 SECONDS EAST FOR 189.15 FEET; THENCE LEAVING SAID WATER'S EDGE RUN SOUTH 56 DEGREES 52 MINUTES 46 SECONDS EAST FOR 127.00 FEET; THENCE RUN NORTH 55 DEGREES 25 MINUTES 29 SECONDS EAST FOR 472.59 FEET; THENCE RUN SOUTH 42 DEGREES 57 MINUTES 53 SECONDS EAST FOR 826.84 FEET TO PINE MOUNTAIN TRAIL, A PRIVATE DRIVE; THENCE RUN ALONG SAID DRIVE THE FOLLOWING COURSES: SOUTH 41 DEGREES 42 MINUTES 44 SECONDS WEST FOR 151.25 FEET; SOUTH 30 DEGREES 34 MINUTES 48 SECONDS WEST FOR 112.33 FEET; SOUTH 57 DEGREES 36 MINUTES 32 SECONDS WEST FOR 120.17 FEET; SOUTH 52 DEGREES 36 MINUTES 52 SECONDS WEST FOR 117.29 FEET; SOUTH 51 DEGREES 02 MINUTES 32 SECONDS WEST FOR 69.38 FEET; SOUTH 29 DEGREES 33 MINUTES 55 SECONDS WEST FOR 79.45 FEET; SOUTH 25 DEGREES 48 MINUTES 48 SECONDS WEST FOR 42.60 FEET; SOUTH 65 DEGREES 47 MINUTES 18 SECONDS WEST FOR 57.65 FEET; SOUTH 53 DEGREES 08 MINUTES 02 SECONDS WEST FOR 75.13 FEET; SOUTH 58 DEGREES 49 MINUTES 52 SECONDS WEST FOR 70.24 FEET; SOUTH 75 DEGREES 19 MINUTES 47 SECONDS WEST FOR 90.90 FEET THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 20.08 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.

\$1,000,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.


The above property is conveyed subject to:

- (1) 2022 Ad Valorem taxes which have accrued but are not yet due and payable.

Shelby County, AL 07/06/2022
State of Alabama
Deed Tax: \$156.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

- (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 Agreement for Sanitary Sewer Lines and Fields as recorded in Instrument No. 20220318000112910, in the Probate Office of Shelby County, Alabama.
- (13) Easement for Water Line Agreement as recorded in recorded in Instrument No. 2022318000112920, in the Probate Office of Shelby County, Alabama.


20220706000267590 2/5 \$190.00
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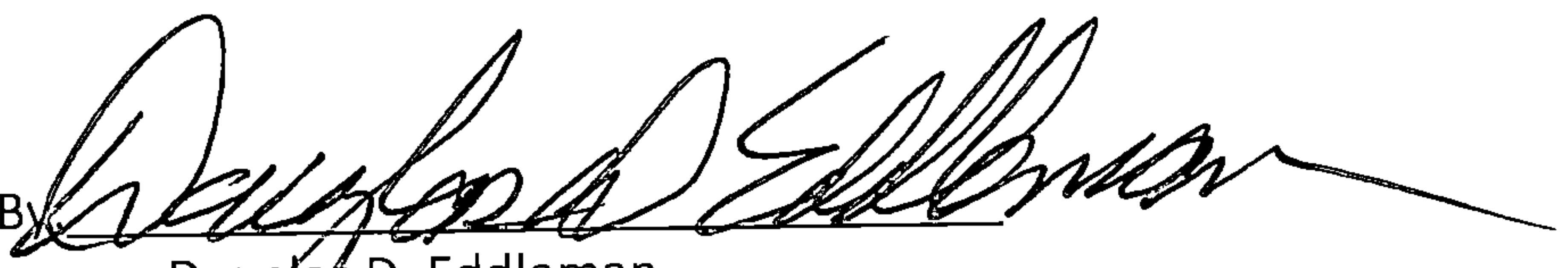
This conveyance is made with the express reservation and condition that the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and Pine Mountain Preserve, Inc., 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 non-contiguous. 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.


IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized representative this 22nd day of June, 2022.

GRANTOR:
Eddleman Residential, LLC
an Alabama limited liability company

By 
Douglas D. Eddleman
Its: President and CEO

RE: Tract 1 - 2 Pine Mountain Trail
Bonnie E. Poore and Timothy B. Poore

STATE OF ALABAMA)
JEFFERSON COUNTY)


20220706000267590 3/5 \$190.00
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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 22nd day of June, 2022.


NOTARY PUBLIC

My Commission Expires: 06/02/2023



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.

Bonnie E. Poore
Bonnie E. Poore

Timothy B. Poore
Timothy B. Poore

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bonnie E. Poore and Timothy B. Poore , 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 22nd day of June, 2022.

Clayton T. Swiney
Notary Public
My Commission Expires 06/02/2023

CLAYTON T. SWINEY
NOTARY PUBLIC
My Comm. Expires June 2, 2023
ALABAMA STATE AT LARGE



20220706000267590 5/5 \$190.00
Shelby Cnty Judge of Probate, AL
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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Se

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Bonnie E. Poore and Timothy B. Poore
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	400 Fish Trap Road Cropwell, AL 35054
Property Address	515 Pine Mountain Trail Chelsea, AL 35043	Date of Sale	June 22, 2022
		Total Purchase Price	\$ 1,156,000.00
		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)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> 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 _____

Eddleman Residential, LLC
Print by Douglas D. Eddleman, President and CEO

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one