

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)



20231218000362530 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
12/18/2023 11:13:10 AM FILED/CERT

**CORRECTIVE
STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **To Clear Title and Ten and NO/100 Dollars (\$10.00)** 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

This deed is given to correct the legal description of Tract 1A and Tract 1B in Exhibit A in that certain deed recorded in Instrument No. 20181120000409920, in the Probate Office of Shelby County, Alabama.

The above property is conveyed subject to:

- (1) 2024 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; Instrument 20160926000350620; Instrument 20160926000350630; and Instrument 20180103000000349, 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, and Amendment and Restatement of Easement Agreement recorded in Instrument 2021020900067920, 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; Amendment and Restatement of the Declaration as recorded in Instrument 20210222000087210; Corrected by affidavit recorded in Instrument 20210311000121530; Supplementary Declaration of

Easements, Covenants, and Restrictions for Pine Mountain Preserve, Pine Trail Sector as recorded in Instrument 20210401000163200; Amendment to Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community as recorded in 20211118000555850, 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.

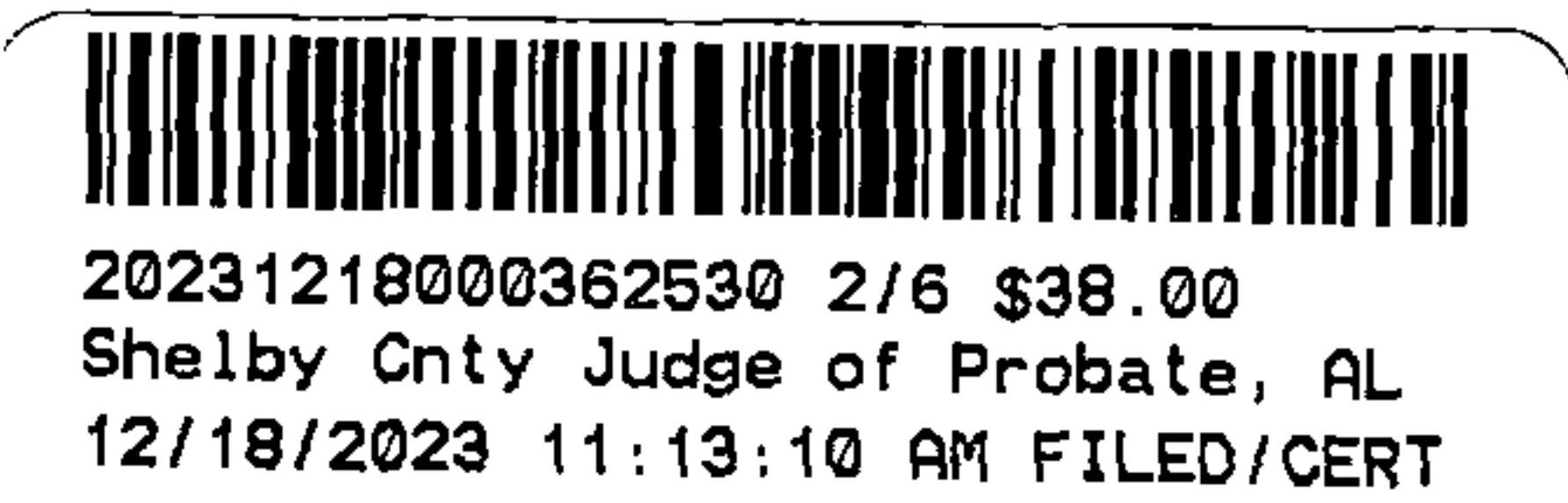
This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby releases and forever discharges Grantor and Pine Mountain Preserve, Inc., Pine Mountain Preserve, LLLP, Eddleman Lands, LLC, Eddleman Properties, LLC, Eddleman Realty, LLC, and Eddleman Residential, LLC, (herein collectively referred to as the Pine Mountain Preserve entities) their 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 Property, whether contiguous or non-contiguous. Further, Grantee, its successors, assigns, contractors, permittees, licensees and lessees acknowledges that 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 an Pine Mountain entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Pine Mountain entities as defined hereinabove 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.

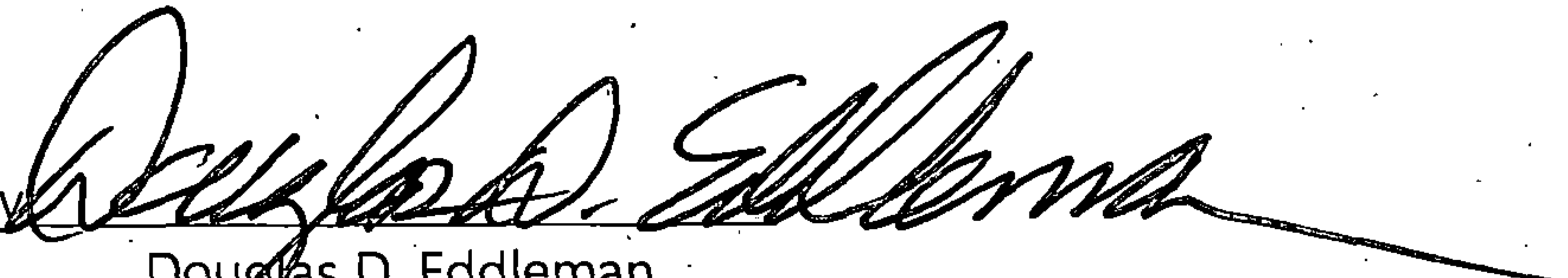
TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 11th day of December, 2023.

GRANTOR:

By: Pine Mountain Preserve, Inc.



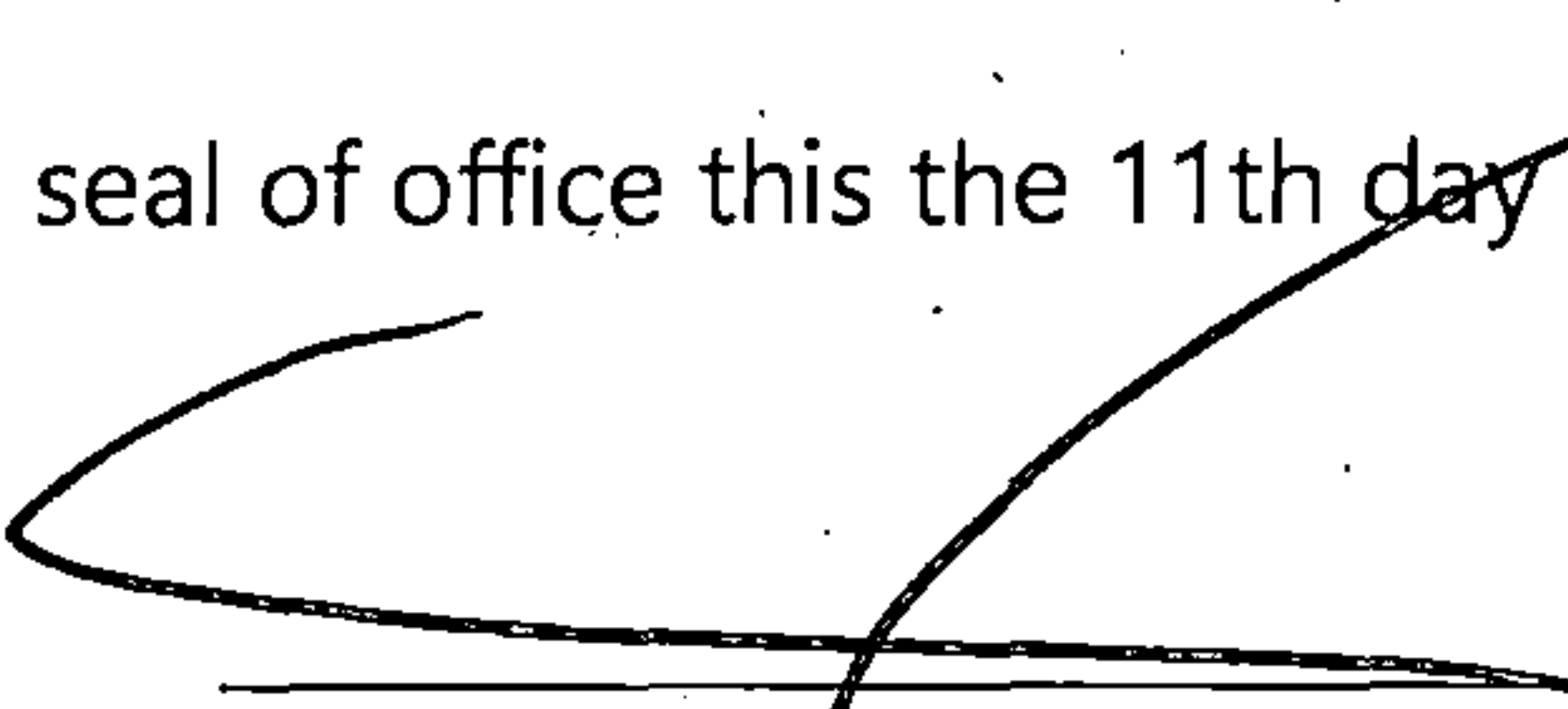
By: 
Douglas D. Eddleman,
Its President

Pine Mountain Preserve-Eddleman Lands, LLC
Tract 1 Pine Mountain Preserve Grandfather Lake

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 11th day of December, 2023.


NOTARY PUBLIC
My Commission expires: 06/02/2027



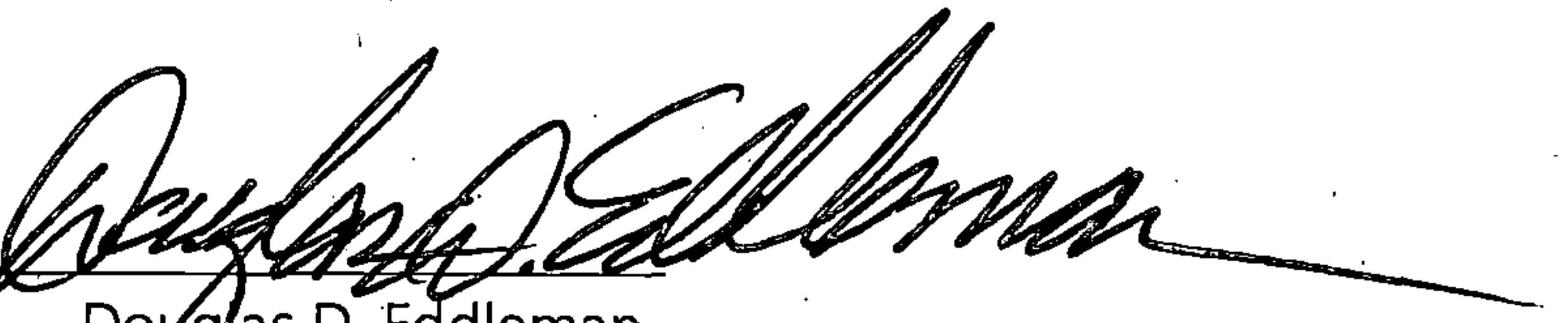


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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants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

EDDLEMAN LANDS, LLC

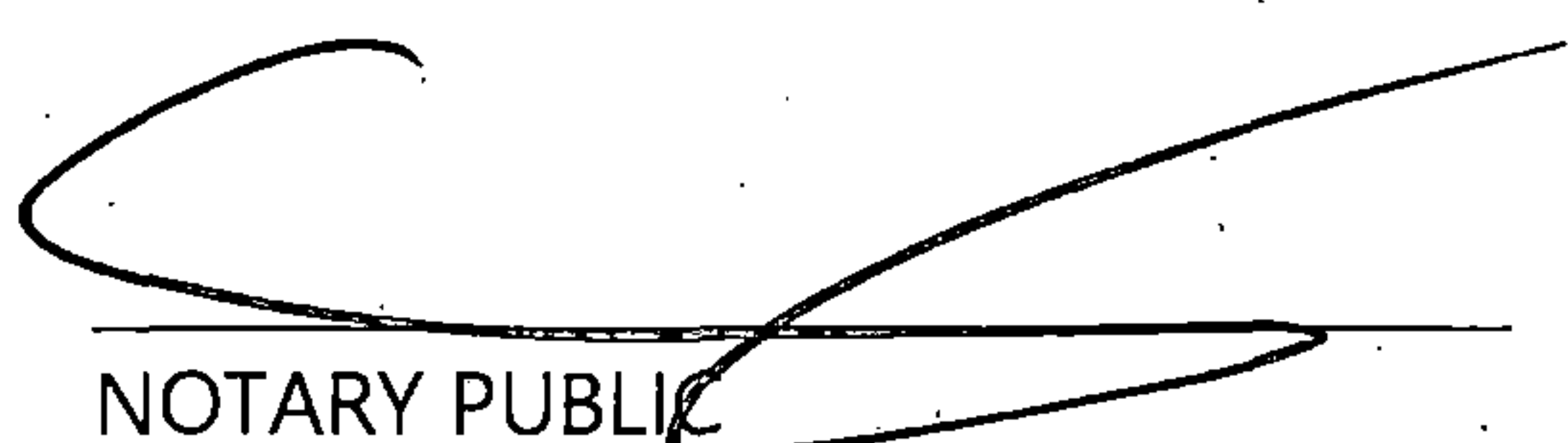
BY:


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 11th day of December, 2023.


NOTARY PUBLIC

My Commission expires: 06/02/2027





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EXHIBIT A

Corrective legal description for deed from Pine Mountain Preserve, Inc.
to Eddleman Lands, LLC

TRACT 1

A TRACT OF LAND LYING IN THE EAST HALF OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND SOUTH WEST QUARTER OF THE NORTHEAST QUARTER OF 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 FOR 1868.88 FEET; THENCE RUN NORTH 00°47'01" EAST FOR 197.61 FEET THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED. THENCE RUN NORTH 81°18'59" EAST FOR 28.23 FEET; THENCE RUN SOUTH 70°55'55" EAST FOR 69.42 FEET; THENCE RUN SOUTH 74°08'25" EAST FOR 52.13 FEET; THENCE RUN NORTH 67°26'22" EAST FOR 72.81 FEET; THENCE RUN NORTH 52°39'41" EAST FOR 75.78 FEET; THENCE RUN NORTH 49°32'57" EAST FOR 151.15 FEET; THENCE RUN NORTH 59°19'56" EAST FOR 74.54 FEET; THENCE RUN NORTH 63°12'59" EAST FOR 168.03 FEET; THENCE RUN NORTH 50°16'21" EAST FOR 76.59 FEET; THENCE RUN NORTH 39°03'10" EAST FOR 135.32 FEET; THENCE RUN NORTH 40°31'21" EAST FOR 121.48 FEET; THENCE RUN NORTH 45°31'56" EAST FOR 365.86 FEET; THENCE RUN NORTH 38°51'07" EAST FOR 280.51 FEET; THENCE RUN NORTH 47°07'06" EAST FOR 22.69 FEET; THENCE RUN NORTH 45°17'30" WEST FOR 107.65 FEET; THENCE RUN NORTH 54°36'14" WEST FOR 158.52 FEET; THENCE RUN NORTH 79°53'15" WEST FOR 66.67 FEET; THENCE RUN NORTH 86°35'40" WEST FOR 48.92 FEET; THENCE RUN NORTH 26°14'43" EAST FOR 21.71 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING OF NORTH 17°31'40" WEST, AND A CHORD LENGTH OF 332.16 FEET; THENCE RUN ALONG SAID ARC FOR 371.14 FEET; THENCE RUN NORTH 28°41'55" EAST FOR 58.77 FEET; THENCE RUN NORTH 47°28'15" EAST FOR 70.56 FEET; THENCE RUN NORTH 36°38'25" EAST FOR 242.31 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CHORD BEARING OF NORTH 76°24'52" EAST, AND A CHORD LENGTH OF 217.05 FEET; THENCE RUN ALONG SAID ARC FOR 220.03 FEET; THENCE RUN NORTH 44°52'16" EAST FOR 344.85 FEET; THENCE RUN NORTH 44°45'59" EAST FOR 421.35 FEET; THENCE RUN NORTH 43°59'29" EAST FOR 428.42 FEET; THENCE RUN NORTH 00°41'22" EAST FOR 588.19 FEET; THENCE RUN SOUTH 51°19'51" WEST FOR 1257.08 FEET; THENCE RUN SOUTH 30°38'50" EAST FOR 43.62 FEET; THENCE RUN SOUTH 49°54'07" WEST FOR 261.82 FEET; THENCE RUN SOUTH 38°55'23" WEST FOR 97.69 FEET; THENCE RUN SOUTH 64°27'00" WEST FOR 195.11 FEET; THENCE RUN SOUTH 40°11'27" WEST FOR 65.74 FEET; THENCE RUN SOUTH 15°12'08" WEST FOR 128.17 FEET; THENCE RUN SOUTH 42°23'53" WEST FOR 100.02 FEET; THENCE RUN SOUTH 13°04'07" WEST FOR 115.64 FEET; THENCE RUN SOUTH 08°53'46" EAST FOR 139.45 FEET; THENCE RUN SOUTH 29°54'44" EAST FOR 224.76 FEET; THENCE RUN SOUTH 26°30'06" EAST FOR 159.80 FEET; THENCE RUN SOUTH 70°33'01" WEST FOR 398.60 FEET; THENCE RUN SOUTH 35°32'04" WEST FOR 75.26 FEET; THENCE RUN SOUTH 32°46'04" WEST FOR 142.04 FEET; THENCE RUN SOUTH 37°06'11" WEST FOR 66.56 FEET; THENCE RUN SOUTH 43°56'57" WEST FOR 97.30 FEET; THENCE RUN SOUTH 38°58'44" WEST FOR 140.98 FEET; THENCE RUN SOUTH 40°39'28" WEST FOR 169.77 FEET; THENCE RUN SOUTH 48°37'14" WEST FOR 77.90 FEET; THENCE RUN SOUTH 47°29'56" WEST FOR 81.13 FEET; THENCE RUN SOUTH 41°14'11" WEST FOR 168.27 FEET; THENCE RUN SOUTH 45°58'03" WEST FOR 169.47 FEET; THENCE RUN SOUTH 40°30'06" WEST FOR 66.19 FEET; THENCE RUN SOUTH 48°33'21" EAST FOR 98.67 FEET; THENCE RUN SOUTH 58°21'59" EAST FOR 97.89 FEET; THENCE RUN SOUTH 62°55'52" EAST FOR 87.73 FEET; THENCE RUN SOUTH 57°31'21" EAST FOR 31.30 FEET; THENCE RUN SOUTH 70°44'33" EAST FOR 93.15 FEET; THENCE RUN SOUTH 68°20'34" EAST FOR 67.13 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 48.37 ACRES MORE OR LESS.

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



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LESS AND EXCEPT ANY PART OF THE PROPERTY LYING WITHIN THE ACCESS ROADS CREATED BY THE FOLLOWING DESCRIBED EASEMENTS REFERRED TO AS PINE MOUNTAIN TRAIL:

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; Amendment and Restatement of the Declaration as recorded in Instrument 20210222000087210; Corrected by affidavit recorded in Instrument 20210311000121530; Supplementary Declaration of Easements, Covenants, and Restrictions for Pine Mountain Preserve, Pine Trail Sector as recorded in Instrument 20210401000163200; Amendment to Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community as recorded in 20211118000555850, in the Probate Office of Shelby County, Alabama.

ALSO, LESS AND EXCEPT ANY PART OF THE PROPERTY LYING WITHIN THE ACCESS ROADS CREATED BY THE FOLLOWING DESCRIBED EASEMENTS REFERRED TO AS THE PINE BRANCH EASEMENT, NEDDLE RUSH EASEMENT AND THE FOX TAIL PATH EASEMENT:

Easement Agreement by and between Pine Mountain Preserve, Inc. and Pine Mountain Preserve Association, Inc. as recorded in Instrument 20210401000163220, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH RIGHTS TITLE AND INTEREST APPURTENANT TO THE ABOVE PROPERTY FOR AN INGRESS/EGRESS AND UTILITY EASEMENT GRANTED TO PINE MOUNTAIN PRESERVE, LLLP BY YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM AND RECORDED IN INSTRUMENT 20140829000272700 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH RIGHTS TITLE AND INTEREST APPURTENANT TO THE ABOVE PROPERTY UNDER THAT CERTAIN CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS BY AND BETWEEN CHELSEA PRESERVE, LLLP AND NORTH AMERICAN LAND TRUST AS RECORDED IN INSTRUMENT 20051228000666520 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH RIGHTS APPURTENANT TO THE ABOVE PROPERTY FOR AN INGRESS/EGRESS AND UTILITY EASEMENT AS SET OUT IN EASEMENT AGREEMENT RECORDED IN INSTRUMENT 20140829000272700, AND IN THE AMENDMENT AND RESTATEMENT OF EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT 20210209000067920, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH RIGHTS APPURTENANT TO THE ABOVE PROPERTY FOR AN INGRESS/EGRESS AND UTILITY EASEMENT AS SET OUT IN EASEMENT AGREEMENT RECORDED IN INSTRUMENT 202101000163220, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH RIGHTS APPURTENANT TO THE ABOVE AS SET OUT IN 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 OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR PINE MOUNTAIN PRESERVE, PINE MOUNTAIN TRAIL SECTOR AS RECORDED IN INSTRUMENT 20210401000163200, AMENDMENT TO DECLARATION AS RECORDED IN INSTRUMENT 20211118000555850; SUPPLEMENTARY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR PINE MOUNTAIN PRESERVE, FOXTAIL FARMS SECTOR AS RECORDED IN INSTRUMENT 20210401000163210 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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.

Grantee's Name

Eddleman Lands, LLC

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

Mailing Address

2700 Hwy 280 Suite 425
Birmingham, AL 35223

Property Address Metes and Bounds Tract 1 Pine
Mountain Grandfather Lake

Date of Sale December 11, 2023

Total Purchase Price

or

Actual Value \$ TO CLEAR TITLE

or

Assessor's Market Value \$



20231218000362530 6/6 \$38.00
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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 – Corrective 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 _____

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

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one