


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

Send Tax Notice to:  
Howard Parker Pursell  
2309 Woodland Circle  
Birmingham, AL 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

  
20231218000362840 1/6 \$117.00  
Shelby Cnty Judge of Probate, AL  
12/18/2023 12:10:28 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Four Hundred Thousand and NO/100 Dollars (\$400,000.00)** to the undersigned grantor, **EDDLEMAN LANDS, 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 LANDS, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **Howard Parker Pursell** (hereinafter referred to as "Grantee", whether one or more), her heirs 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) 2024 Ad Valorem taxes which have accrued but are not yet due and payable.
- (2) Building lines, easements, restrictions and limitations of record.
- (3) Powers and provisions as set out in the Articles of Incorporation of Pine Mountain Preserve Improvement District No. Eight as recorded in Instrument 20070319000124290, in the Probate Office of Shelby County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended.
- (4) Any continuing liens affecting subject property which may be created by potential future assessments of the Pine Mountain Preserve Improvement District No. Eight. 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").
- (5) 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.
- (6) 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.
- (7) 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 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, all in the Probate Office of Shelby County, Alabama.
- (8) 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.
- (9) Mineral and Mining Rights not owned by Grantor.

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

\$320,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Shelby County, AL 12/18/2023  
State of Alabama  
Deed Tax:\$80.00



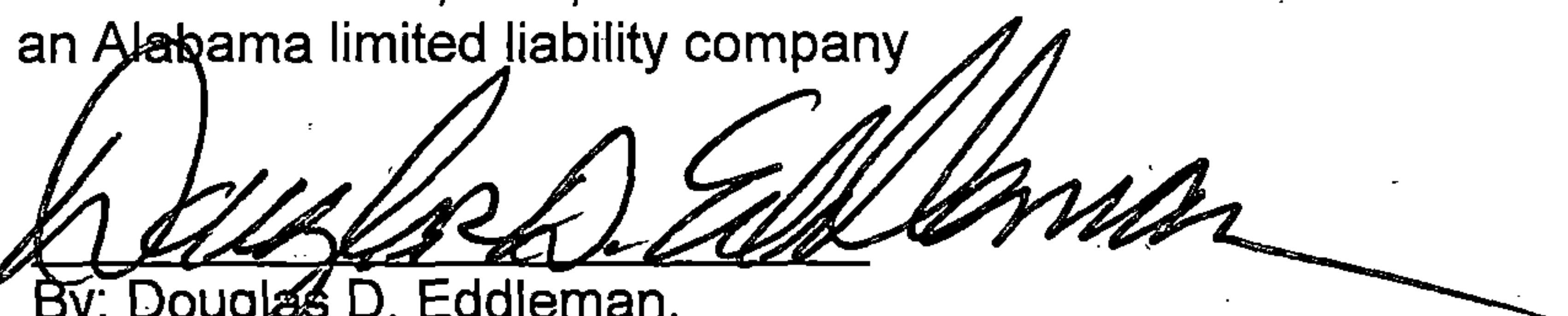
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Shelby Cnty Judge of Probate, AL  
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This conveyance is made with the express reservation and condition that the Grantee, for himself and on behalf of his heirs, administrators, executors, successors, 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, his heirs, administrators, executors, 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** the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, his heirs and assigns, in fee simple, forever.

IN WITNESS WHEREOF, said GRANTOR has hereunto set its hand and seal this the 11th day of December, 2023.

Eddleman Lands, LLC,  
an Alabama limited liability company

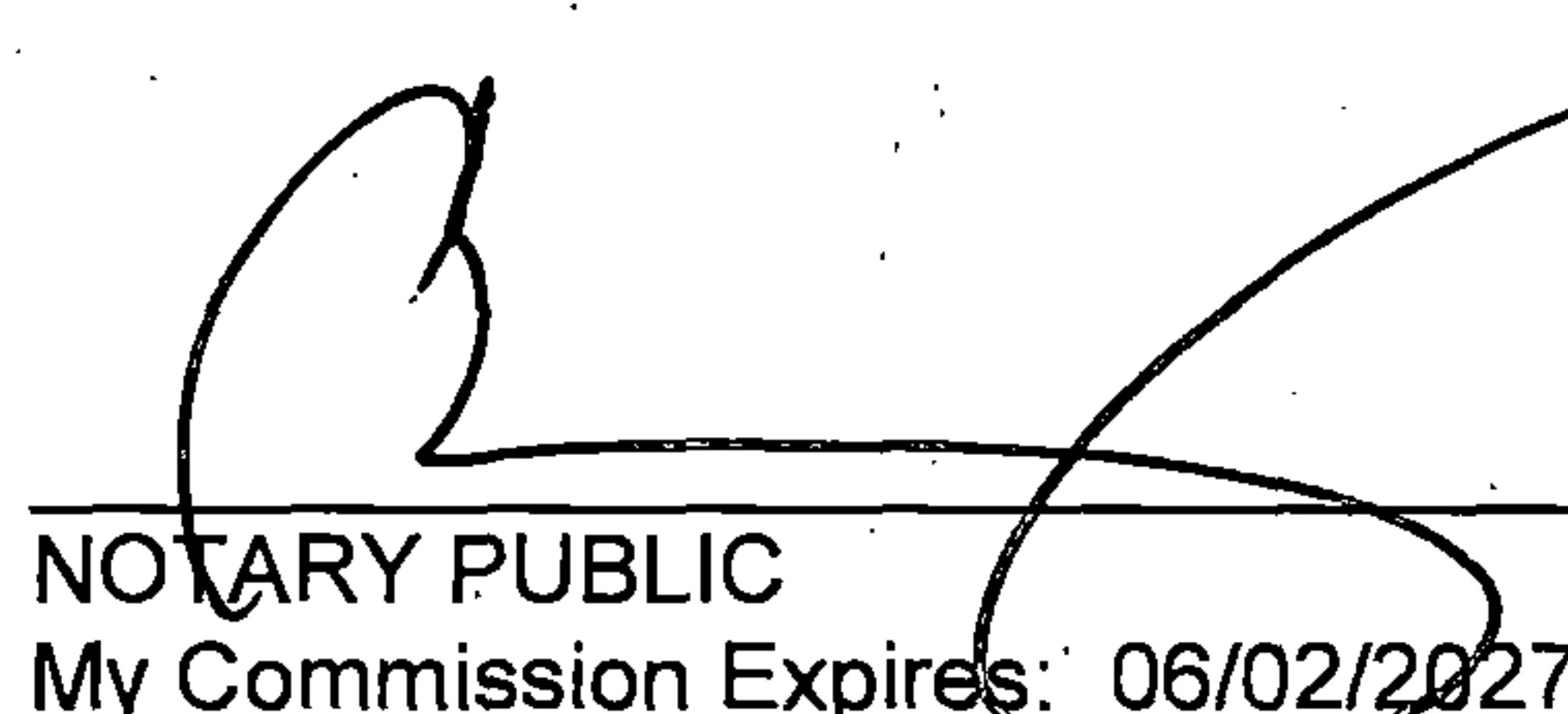
  
By: Douglas D. Eddleman,  
Its: Member

Eddleman Lands, LLC. to  
Howard Parker Pursell  
24.44 acres Tract 11-F Fox Tail Farms

**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 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 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 of office this the 11th day of December, 2023.

  
NOTARY PUBLIC  
My Commission Expires: 06/02/2027





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Shelby Cnty Judge of Probate, AL  
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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, her heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions as amended.

Howard Parker Pursell

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

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Howard Parker Pursell, whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 11th day of December, 2023.

NOTARY PUBLIC  
My Commission Expires: 06/02/2027

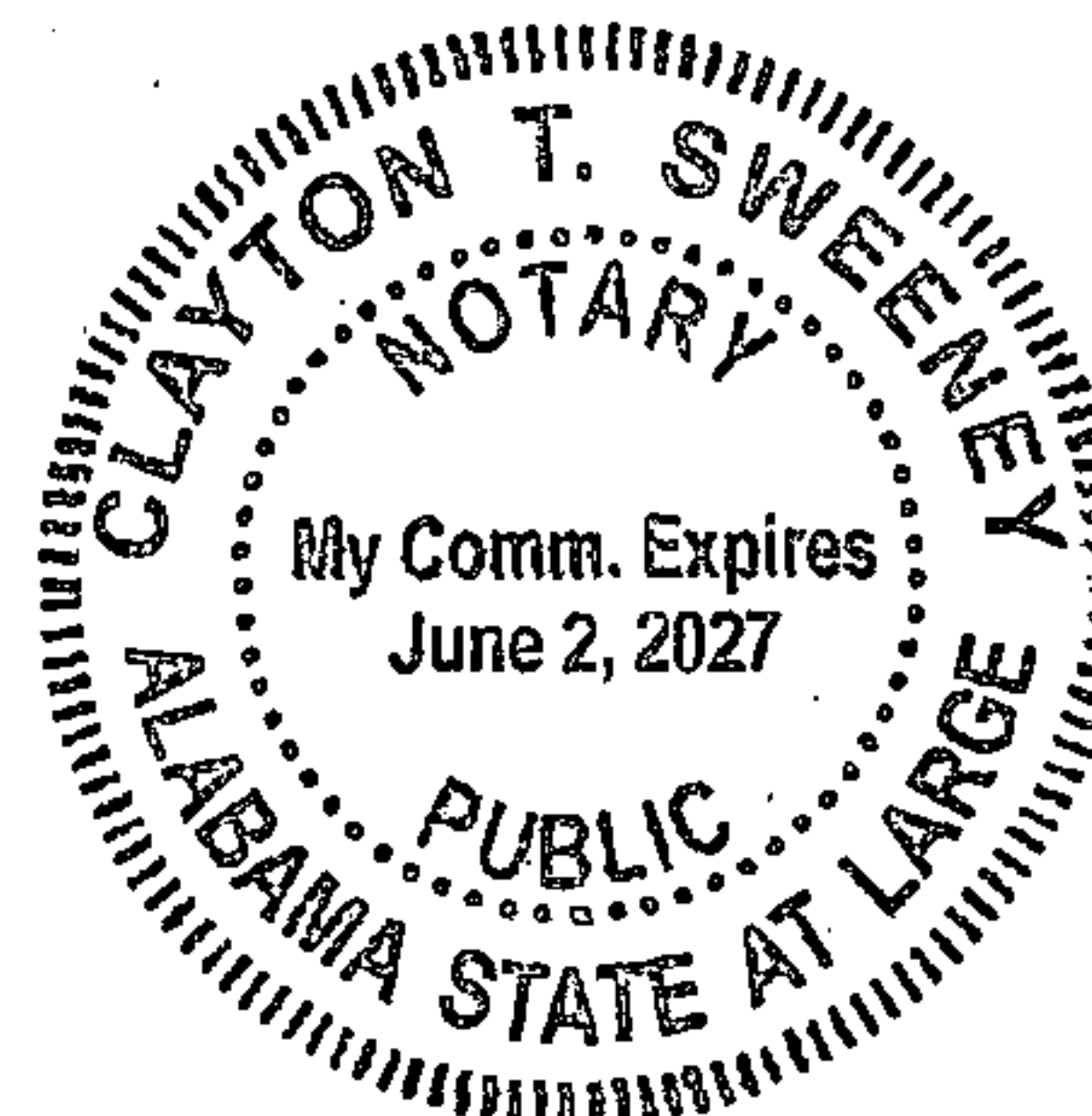


EXHIBIT "A"


Deed from Eddleman Lands, LLC to Howard Parker Pursell

**TRACT 11F Fox Tail Farms Sector – Pine Mountain Preserve:**

**A TRACT OF LAND LYING IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST AND THE NORTHEAST CORNER OF CONSERVATION EASEMENT PARCEL #1 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION AND EASEMENT FOR 1247.55 FEET; THENCE CONTINUE ALONG THE SOUTHERN EDGE OF SAID EASEMENT THE FOLLOWING COURSES: SOUTH 57 DEGREES 05 MINUTES 48 SECONDS WEST FOR 541.64 FEET; SOUTH 47 DEGREES 06 MINUTES 11 SECONDS WEST FOR 999.82 FEET; SOUTH 44 DEGREES 45 MINUTES 59 SECONDS WEST FOR 570.36 FEET TO THE POINT OF BEGINNING OF SAID TRACT; THENCE LEAVING SAID EASEMENT EDGE RUN SOUTH 41 DEGREES 53 MINUTES 19 SECONDS EAST FOR 775.91 FEET TO THE NORTHERN EDGE OF CONSERVATION EASEMENT PARCEL #2 RECORDED IN INSTRUMENT 20051220000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN ALONG SAID EASEMENT EDGE THE FOLLOWING COURSES: SOUTH 46 DEGREES 28 MINUTES 39 SECONDS WEST FOR 205.60 FEET; SOUTH 44 DEGREES 23 MINUTES 28 SECONDS WEST FOR 666.87 FEET; A CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CHORD BEARING OF SOUTH 64 DEGREES 01 MINUTES 04 SECONDS WEST, AND A CHORD LENGTH OF 258.66 FEET FOR 263.79 FEET; THENCE LEAVING SAID EASEMENT EDGE RUN SOUTH 83 DEGREES 38 MINUTES 41 SECONDS WEST FOR 175.55 FEET TO THE EDGE OF CONSERVATION EASEMENT PARCEL #1 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN ALONG SAID EASEMENT EDGE THE FOLLOWING COURSES: NORTH 01 DEGREES 41 MINUTES 52 SECONDS WEST FOR 101.76 FEET; SOUTH 89 DEGREES 53 MINUTES 51 SECONDS WEST FOR 264.72 FEET; A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING OF NORTH 30 DEGREES 42 MINUTES 07 SECONDS WEST, AND A CHORD LENGTH OF 395.95 FEET FOR 476.91 FEET; NORTH 28 DEGREES 41 MINUTES 55 SECONDS EAST FOR 58.77 FEET; THENCE LEAVING SAID EASEMENT RUN NORTH 47 DEGREES 28 MINUTES 15 SECONDS EAST FOR 70.56 FEET; THENCE RUN NORTH 36 DEGREES 38 MINUTES 25 SECONDS EAST FOR 242.31 FEET TO THE EDGE OF CONSERVATION EASEMENT PARCEL #1 AS RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE, THENCE RUN ALONG SAID EASEMENT EDGE THE FOLLOWING COURSES A NON TANGENT CURVE TO THE RIGHT AND HAVING A RADIUS OF 385.00 FEET, A CHORD BEARING OF NORTH 76 DEGREES 24 MINUTES 52 SECONDS EAST, AND A CHORD LENGTH OF 217.05 FEET FOR 220.03 FEET: NORTH 44 DEGREES 52 MINUTES 18 SECONDS EAST FOR 344.85 FEET; NORTH 44 DEGREES 45 MINUTES 59 SECONDS EAST FOR 421.35 FEET TO THE POINT OF BEGINNING**

**SAID TRACT OF LAND CONTAINING 1064513.74S.F. OR 24.44 ACRES MORE OR LESS.**

  
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**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 Eddleman Lands, LLC  
Mailing Address 2700 Hwy. 280 Suite 425  
Birmingham, AL 35223

Grantee's Name Howard Parker Pursell  
Mailing Address 2309 Woodland Circle  
Birmingham, AL 35242

Property Address 218 Foxtail Path  
Sterrett, AL 35147

Date of Sale December 11, 2023



20231218000362840 6/6 \$117.00  
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Total Purchase Price \$ 400,000.00

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 |                                    |

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)

Eddleman Lands, LLC  
Print by Douglas D. Eddleman, Managing Member

Sign

(Grantor/Grantee/Owner/Agent) circle one