

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 E Suite 425
Birmingham, AL 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

CORRECTIVE
STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Ten and NO/100 Dollars (\$10.00)** 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 **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 as described on Exhibit "A" to those certain deeds recorded in Instrument No. 20190325000094340 and Instrument No. 20190325000094350 and Instrument No. 202101405000167590, and Instrument No. 20210406000171000, in which Eddleman Residential, LLC was the grantee. The Legal Description attached hereto as described on Exhibit "A" is for that portion of Lake Hargis owned by Eddleman Residential, LLC. It was never the intention of Eddleman Lands, LLC to convey Lake Hargis to Eddleman Residential, LLC. This deed is given to clear title by conveying that portion of Lake Hargis back to Eddleman Lands, LLC.

The above property is conveyed subject to:

- (1) 2024 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 granted to Alabama Power Company, as recorded in Instrument 1996-4161; Instrument 20131002000395680; Instrument 20150219000053250; Instrument 20160926000350620; Instrument 20160926000350630; Instrument 20180103000000340 and Instrument 20220228000083450, in the Probate Office of Shelby County, Alabama.
- (4) Rights of others in and to the Easement Agreement for Sanitary Sewer lines and fields as recorded in Instrument 20220318000112910, in the Probate Office of Shelby County, Alabama.
- (5) Rights of others in and to the Easement Agreement to the Cross for Use by Hargis Camp as recorded in Instrument 20220318000112900, in the Probate Office of Shelby County, Alabama.
- (6) 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.
- (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 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.
- (8) 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 1999-15740, together with Assignment and Assumption of Settlement Decree 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.

(9) Mineral and Mining rights not owned by Grantor

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.

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 Residential, LLC, Eddleman Properties, LLC and Eddleman Realty, (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 to the said Grantee, its successors and assigns, forever.

25th **IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this day of January, 2024.

GRANTOR:

20240126000020600 2/5 \$39.00
Shelby Cnty Judge of Probate, AL
01/26/2024 11:36:08 AM FILED/CERT

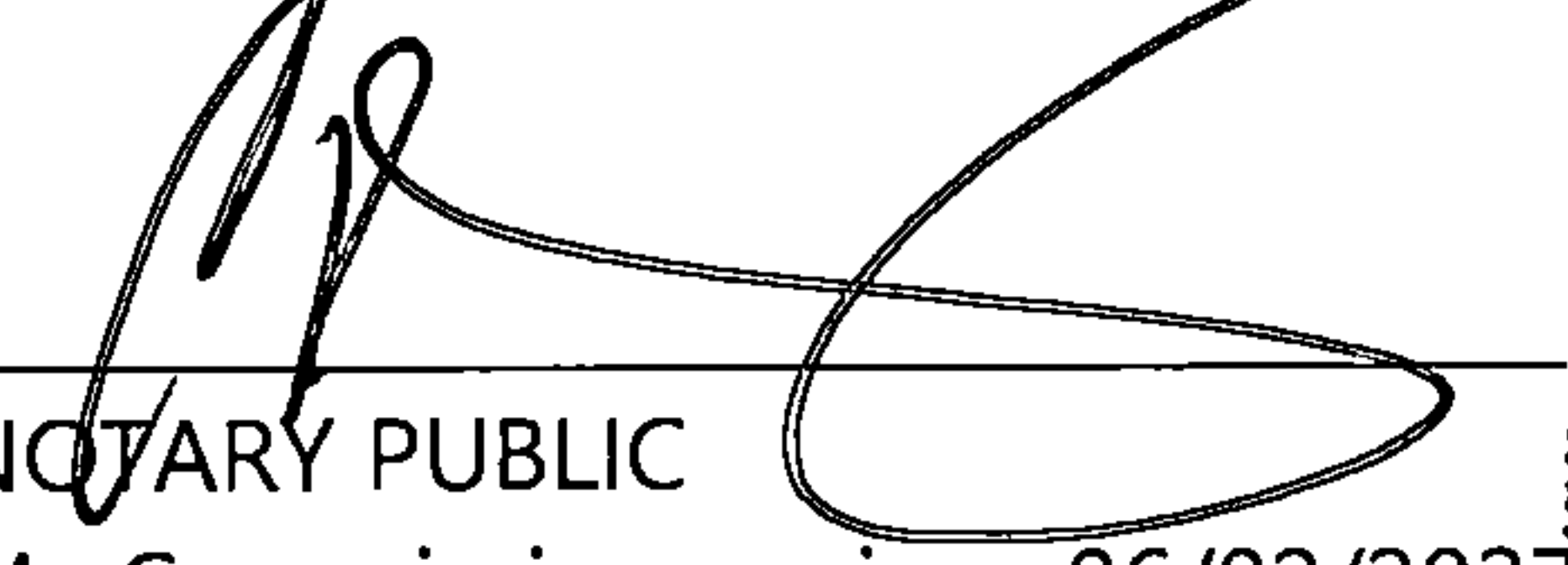
Eddleman Residential, LLC
an Alabama limited liability company

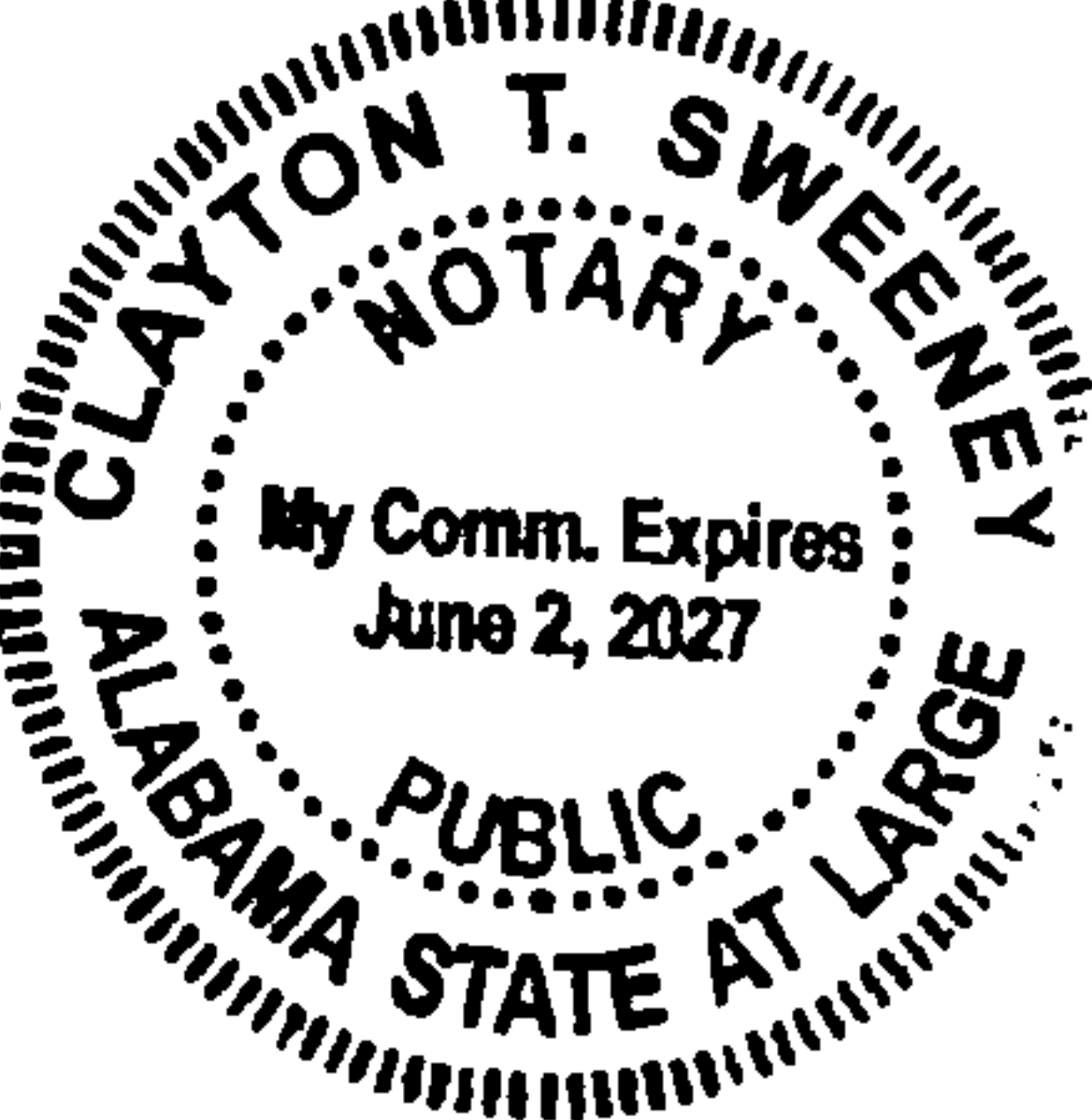
By: 
Douglas D. Eddleman
Its: President and CEO

**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 Lands, LLC, an Alabama limited liability company, is signed to the foregoing Corrective 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 limited liability company.

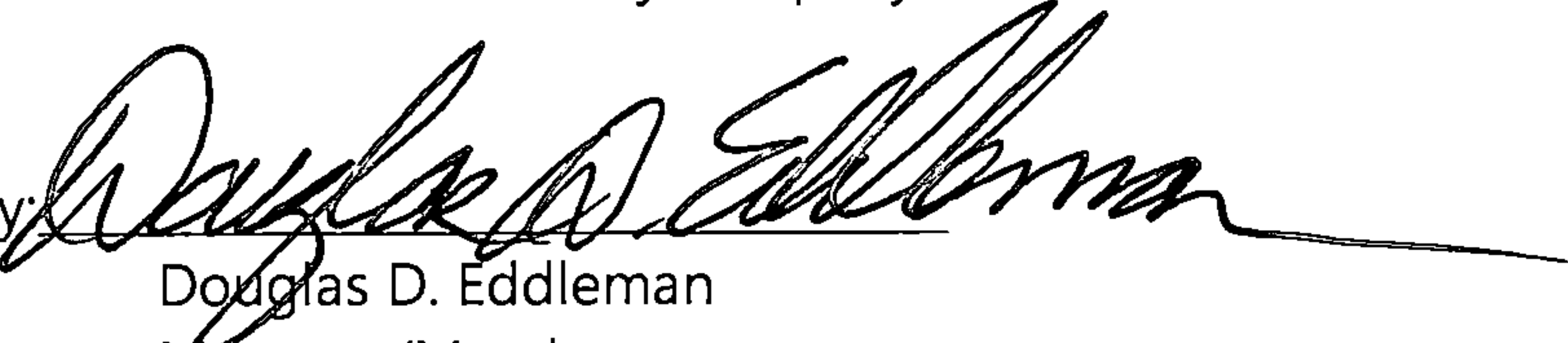
Given under my hand and official seal of office this the 25th day of January, 2024.


NOTARY PUBLIC
My Commission expires: 06/02/2027



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
an Alabama limited liability company

By: 
Douglas D. Eddleman
Its: Manager/Member

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 Manager/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 manager/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 25th day of January, 2024.


NOTARY PUBLIC
My Commission expires: 06/02/2027



EXHIBIT A

DESCRIPTION OF LAKE

A portion of Lake Hargis owned by Eddleman Residential, LLC lying in the East 1/2 of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama:

Commence at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North 07°07'06" West along the West line of said 1/4 - 1/4 Section for 458.11 feet to the Point of Beginning; thence run North 89°27'50" West for 65.69 feet; thence run North 84°40'03" West for 127.22 feet; thence run North 77°45'29" West for 108.40 feet; thence run North 73°39'21" West for 73.03 feet; thence run North 36°31'28" West for 73.53 feet; thence run North 21°49'51" West for 65.11 feet; thence run North 66°41'23" West for 21.10 feet; thence run South 61°18'17" West for 79.91 feet; thence run South 89°39'05" West for 16.35 feet; thence run North 72°11'42" West for 21.39 feet; thence run North 05°33'22" West for 92.74 feet; thence run North 25°43'53" West for 29.21 feet; thence run North 58°56'14" West for 49.91 feet; thence run North 47°20'40" West for 21.19 feet; thence run North 17°49'27" West for 39.15 feet; thence run North 13°06'30" East for 46.00 feet; thence run North 49°12'41" East for 15.80 feet; thence run North 84°14'29" East for 24.52 feet; thence run South 63°22'54" East for 41.69 feet; thence run North 85°16'45" East for 38.34 feet; thence run North 47°14'22" East for 10.98 feet; thence run North 02°06'58" West for 15.24 feet; thence run North 07°04'36" West for 31.51 feet; thence run North 69°38'06" West for 15.92 feet; thence run South 79°53'24" West for 36.30 feet; thence run South 72°06'48" West for 52.18 feet; thence run North 04°36'25" East for 465.71 feet; thence run North 72°42'12" East for 14.62 feet; thence run South 53°07'30" East for 150.02 feet; thence run South 84°39'44" East for 142.50 feet; thence run North 72°13'01" East for 54.47 feet; thence run North 63°40'00" East for 52.28 feet; thence run South 42°20'17" East for 70.63 feet; thence run South 80°08'59" East for 72.51 feet; thence run South 54°25'52" East for 110.27 feet; thence run South 55°56'29" East for 96.95 feet; thence run South 40°53'32" East for 112.49 feet; thence run South 67°36'30" East for 47.23 feet; thence run North 51°17'18" East for 69.07 feet; thence run North 08°05'51" West for 97.89 feet; thence run North 48°25'43" East for 67.86 feet; thence run South 63°11'27" East for 80.40 feet; thence run South 45°27'00" East for 45.66 feet; thence run North 72°18'47" East for 52.75 feet; thence run North 03°24'21" East for 90.05 feet; thence run North 44°44'21" East for 56.87 feet; thence run South 39°04'20" East for 48.97 feet; thence run North 48°47'20" East for 46.19 feet; thence run North 58°12'25" East for 97.57 feet; thence run North 75°52'25" East for 136.62 feet; thence run North 55°31'41" East for 258.40 feet; thence run North 63°08'43" East for 142.85 feet; thence run South 70°00'00" East for 30.00 feet; thence run South 20°00'00" East for 20.00 feet; thence run South 06°12'53" East for 37.01 feet; thence run South 19°59'08" West for 45.34 feet; thence run South 63°20'32" West for 115.09 feet; thence run South 34°42'59" West for 189.15 feet; thence run South 62°11'49" West for 131.45 feet; thence run South 61°31'42" West for 104.77 feet; thence run South 54°50'02" West for 80.34 feet; thence run South 21°15'44" West for 52.27 feet; thence run South 42°24'09" West for 106.58 feet; thence run South 56°04'35" West for 120.99 feet; thence run South 42°19'32" West for 117.64 feet; thence run South 23°24'46" West for 108.24 feet; thence run South 04°00'28" East for 79.01 feet; thence run South 09°04'02" East for 108.27 feet; thence run South 18°45'29" East for 59.50 feet; thence run South 46°13'41" West for 83.87 feet; thence run North 73°09'41" West for 193.54 feet; thence run North 89°27'50" West for 123.03 feet to the Point of Beginning.

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

Grantee's Name Eddleman Lands, LLC
Mailing Address 2700 Hwy. 280 Ste. 425
Birmingham, AL 35223

Property Address Metes Bounds Lake Hargis

Date of Sale January 25, 2024

Total Purchase Price \$ TO CLEAR TITLE

or

Actual Value \$

or

Assessor's Market Value \$



20240126000020600 5/5 \$39.00
Shelby Cnty Judge of Probate, AL
01/26/2024 11:36:08 AM FILED/CERT

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 - Deeds recorded in Inst. 20190325000094340; 20190325000094350; 202101405000167590
☐ Closing Statement and 20210406000171000

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 & CEO

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one