

202401260000020620 1/7 \$2541.00 Shelby Cnty Judge of Probate, AL 01/26/2024 11:36:10 AM FILED/CERT

This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: Hargis Christian Camp, Inc. 928 Hargis Drive Chelsea, AL 35043

STATE OF ALABAMA )
COUNTY OF SHELBY

#### STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Million Five Hundred Thousand and NO/100 Dollars (\$2,500,000.00) 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 Hargis Christian Camp, Inc., an Alabama non-profit corporation (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

Together with the rights granted for the benefit of the above property under the Easement Agreement for Sanitary Sewer lines and fields as recorded in Instrument 20220318000112910, in the Probate Office of Shelby County, Alabama; the Easement Agreement to the Cross for Use by Hargis Camp as recorded in Instrument 20220318000112900, in said Probate Office; and the Lake Easement Agreement between Eddleman Lands, LLC and Eddleman Residential, LLC as grantors and Hargis Christian Camp, Inc., as grantee, dated January 25, 2024 to be recorded in said Probate Office at or about the same time as the recording of this deed.

The Grantor reserves the right, and the property is conveyed subject to the right of Grantor, to grant to Hargis Daffodil Hills Foundation (the "Foundation") a license for use of the cafeteria and adjacent parking lot located on the above property for use by the Foundation and its invitees in conjunction with events conducted at the chapel located on the Foundation's land adjacent to the above property, all in accordance with the terms of the Real Estate Purchase and Sale Agreement between Grantor and the Foundation recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20220729000297660 as amended by the First Amendment Agreement recorded in said Probate Office as Instrument No. 20220729000297670.

The above property is subject to the following in addition to the foregoing reservation:

- (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 20160926000350630; Instrument 20180103000000340 and Instrument 20220228000083450, in the Probate Office of Shelby County, Alabama.
- (4) The obligations under, and 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.

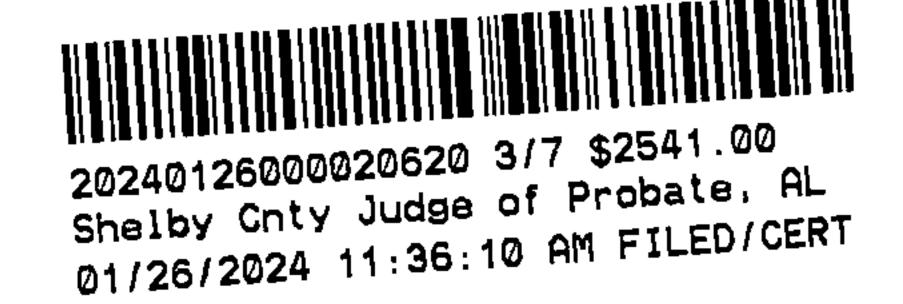
Shelby County, AL 01/26/2024 State of Alabama Deed Tax: \$2500.00

- (5) The obligations under, and the 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
- (10) The obligations under, and the rights of others in and to, the Lake Easement Agreement between Eddleman Lands, LLC and Eddleman Residential, LLC as grantors and Hargis Christian Camp, Inc., as grantee, dated January 25, 2024, to be recorded in the Probate Office of Shelby County, Alabama, at or about the same time as the recording of this deed.

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, permitees, 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.



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

#### **GRANTOR:**

Eddleman Lands, LLC

an Alabama limited liability company

Douglas D. Eddleman Its: Manager/Member

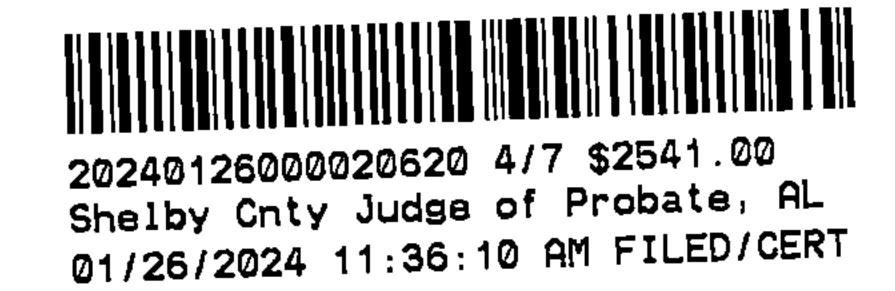
# STATE OF ALABAMA) JEFFERSON COUNTY)

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  $35^{-15}$  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.

Hargis Christian Camp, Inc. an Alabama non-profit corporation

> Joseph Aaron Knight Its: President

# STATE OF ALABAMA) COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph Aaron Knight, whose name as President of Hargis Christian Camp, Inc., an Alabama non-profit corporation, 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 President and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and official seal this  $\frac{\partial \mathcal{L}}{\partial \theta}$  ay of January, 2024.

NOTARY PUBLIC

My Commission expires: 06/02/2027

My Comm. Expires

June 2, 2027

### EXHIBIT A

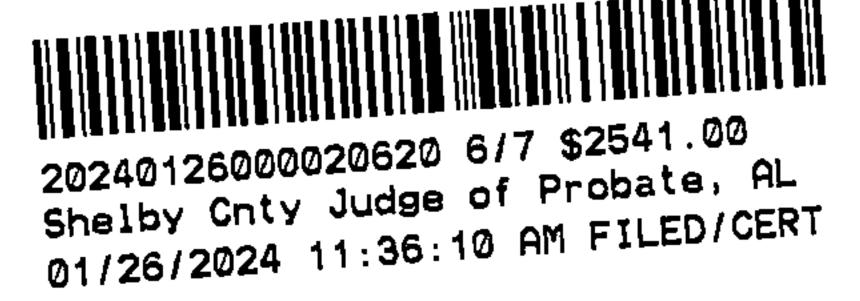
### **DESCRIPTION OF PREMISES**

### PARCEL M-3:

A parcel of land located in the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at a 1/2" rebar in place being the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 19 South, Rage 1 West, Shelby County, Alabama; thence proceed North 41° 43' 02" West for a distance of 150.36 feet to a concrete monument in place, said point being the Point of Beginning; from this beginning point thence proceed North 85°34'12" West along the Northerly right-of-way of said Hargis Drive for a distance of 389.16 feet to the termination of said Hargis Drive; thence proceed South 04°24'10" West for a distance of 80.00 feet; thence proceed South 85°32'53" East along the Southerly rightof-way of said Hargis Drive for a distance of 160.41 feet to its point of intersection with the Northerly rightof-way of Girl Scout Road; thence proceed South 88°10'39" West along the Northerly right-of-way of said Girl Scout Road for a distance of 282.25 feet; thence proceed North 88°12'56" West along the Northerly right-of-way of said road for a distance of 131.92 feet; thence proceed South 83°17'32" West along the Northerly right-of-way of said road for a distance of 89.76 feet; thence proceed South 78° 56' 07" West along the Northerly right-of-way of said road for a distance of 259.32 feet to a point on the South boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 24; thence proceed South 75°08'19" West along the Northerly right-of-way of said road for a distance of 127.61 feet; thence proceed North 85°45'06" West along the Northerly right-of-way of said road for a distance of 54.44 feet; thence proceed North 74°26'44" West along the Northerly right-of-way of said road for a distance of 31.24 feet; thence proceed North 58°56'45" West along the Northerly right-of-way of said road for a distance of 32.83 feet; thence proceed North 51°13'35" West along the Easterly right-of-way of Girl Scout Road for a distance of 104.21 feet; thence proceed North 37°54'02" West along the Easterly right-of-way of Girl Scout Road for a distance of 86.57 feet; thence proceed North 31°57'06" West along the Easterly right-of-way of Girl Scout Road for a distance of 129.12 feet; thence proceed North 23°16'17" West along the Easterly right-of-way of Girl Scout Road for a distance of 47.19 feet; thence proceed North 14°47'20" West along the Easterly right-of-way of Girl Scout Road for a distance of 54.46 feet; thence proceed North 50° 37' 15" East for a distance of 379.52 feet; thence proceed South 47°04'39" East for a distance of 117.17 feet to a 1/2" rebar in place; thence proceed North 53°05'56" East for a distance of 356.37 feet; thence proceed North 57°08'25" East for a distance of 318.68 feet to a 1/2" rebar in place; thence proceed North 04°36'25" East for a distance of 16.67 feet; thence proceed North 72°06'48" East along the shoreline of said Hargis Lake for a distance of 52.18 feet; thence proceed North 79°53'24" East along the shoreline of said Hargis Lake for a distance of 36.30 feet; thence proceed South 69°38'06" East along the shoreline of said Hargis Lake for a distance of 15.92 feet; thence proceed South 07°04'36" East along the shoreline of said Hargis Lake for a distance of 31.51 feet; thence proceed South 02°06'58" East along the shoreline of said Hargis Lake for a distance of 15.24 feet; thence proceed South 47°14'22" West along the shoreline of said Hargis Lake for a distance of 10.98 feet; thence proceed South 85°16'45" West along the shoreline of said Hargis Lake for a distance of 38.34 feet; thence proceed North 63°22'54" West along the shoreline of said Hargis Lake for a distance of 41.69 feet; thence proceed South 84°14'29" West along the shoreline of said Hargis Lake for a distance of 24.52 feet; thence proceed South 49°12'41" West along the shoreline of said Hargis Lake for a distance of 15.80 feet; thence proceed South 13°06'30" West along the shoreline of said Hargis Lake for a distance of 46.00 feet; thence proceed South 17°49'27" East along the shoreline of said Hargis Lake for a distance of 39.15 feet; thence proceed South 47°20'40" East along the shoreline of said Hargis Lake for a distance of 21.19 feet; thence proceed South 58° 56' 14" East along the shoreline of said Hargis Lake for a distance of 49.91 feet; thence proceed South 25°43'53" East along the shoreline of said Hargis Lake for a distance of 29.21 feet; thence proceed South 05°33'22" East along the shoreline of said Hargis Lake for a distance of 92.74 feet; thence proceed South 72°11'42" East along the shoreline of said Hargis Lake for a distance of 21.39 feet; thence proceed North 89°39'05" East along the shoreline of said Hargis Lake for a distance of 16.35 feet; thence proceed North 61° 18' 17" East along the shoreline of said Hargis Lake for a distance of 79.91 feet; thence proceed South 66°41'23" East along the shoreline of said Hargis Lake for a distance of 21.10 feet; thence proceed South 21°49'51" East along the shoreline of said Hargis Lake for a distance of 65.11

feet; thence proceed South 36°31'28" East along the shoreline of said Hargis Lake for a distance of 73.53 feet; thence proceed South 73°39'21" East along the shoreline of said Hargis Lake for a distance of 73.03 feet; thence proceed South 77°45'29" East along the shoreline of said Hargis Lake for a distance of 108.40 feet; thence proceed South 84°40'03" East along the shoreline of said Hargis Lake for a distance of 127.22 feet; thence proceed South 89°27'50" East along the shoreline of said Hargis Lake for a distance of 188.73 feet; thence proceed South 00°48'37" West for a distance of 101.34 feet; thence proceed South 42°12'06" West for a distance of 328.55 feet to the Point of Beginning.



## Real Estate Sales Validation Form

20240126000020620 7/7 \$2541.00 Shelby Cnty Judge of Probate, AL 01/26/2024 11:36:10 AM FILED/CERT

This Document must be filed in accordance with Code of Alabama 1975, Sc Hargis Christian Camp, Inc. Grantee's Name Eddleman Lands, LLC Grantor's Name 928 Hargis Drive 2700 Hwy. 280 Suite 425 Chelsea, AL 35043 Mailing Address Birmingham, AL 35223 Mailing Address 928 Hargis Drive January 25, 2024 Date of Sale Chelsea, AL 35043 Property Address \$ 2,500,0<u>00.00</u> Total Purchase Price 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) Appraisal Bill of Sale Other Sales Contract 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).

l 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).

DateUnattested	(verified by)	Eddleman Lands, LLC  Print by Bouglas D. Eddleman, Manager  Sign (Grantor/Grantee/Owner/Agent) circle one