



20240515000143370 1/7 \$43.00
Shelby Cnty Judge of Probate, AL
05/15/2024 10:25:28 AM FILED/CERT

After recording please return to:
North American Land Trust
P.O. Box 467
Chadds Ford, PA 19317

AGREEMENT TO DESIGNATE BUILDING AREA LOCATION UNDER CONSERVATION EASEMENT

THIS AGREEMENT dated 08 MAY 2024, 2024 is made by
NORTH AMERICAN LAND TRUST, a Pennsylvania non-profit corporation,
having an address of P.O. Box 467, Chadds Ford, Pennsylvania 19317 (“Holder”),
and JOSEPH A. TATE, having an address of 1108 Huntley Apartment Drive,
Pelham, Alabama 35124 (“Owner”).

BACKGROUND

A. On December 27, 2005 Chelsea Preserve, LLLP granted to Holder a
Conservation Easement and Declaration of Restrictions and Covenants that was
recorded on December 28, 2005 in the Office of the Judge of Probate of Shelby
County, Alabama as Instrument Number 20051228000666520 (the “Conservation
Easement”).

B. The Conservation Easement established in Section 3.1 ten Building
Areas (called Building Sites on Exhibit C to the Conservation Easement) within
the Conservation Area (such area being as defined in the Conservation Easement)
for the construction of a single family dwelling and improvements customarily
accessory to a single family dwelling use.

C. Owner became the owner of a portion of the Conservation Area (as
defined in the Conservation Easement) (the “Tate Lot”) which is a 38.95 acre tract
of land described in a deed to Owner from Eddleman Lands, LLC dated May 26,
2022 and recorded on July 6, 2022 as Instrument Number 20220706000267580 in
said Office of the Judge or Probate.

D. The Building Area designated “BLDG SITE 10” on Exhibit C to the Conservation Easement is located within the Tate Lot.

E. Owner has proposed to modify the location of the Building Area designated as BLDG SITE 10 as allowed under Section 3.16 of the Conservation Easement, subject to the requirements and limitations in the Conservation Easement.

F. Holder has reviewed the proposed location of the Building Area as depicted on the Building Area Plan and has concluded that the location of the Building Area conform to the requirements of the Conservation Easement and, accordingly, Holder has approved the location of the Building Area as depicted on the Building Area Plan.

NOW, THEREFORE, in consideration of the foregoing and in fulfillment of the rights and obligations of Owner and Holder in the Conservation Easement, Owner and Holder agree as follows:

1. Each capitalized term used, but not defined, in this Agreement shall have the meaning given to such term in the Conservation Easement.
2. Owner has caused to be prepared, and has provided to Holder, the plan by Arrington Engineers dated April 5, 2024 which is attached to this Agreement as Exhibit A (the “Building Area Plan”)
3. The Building Area Plan depicts an area designated as the “New Building Area 10” (the “Building Area”) to replace and substitute for BLDG SITE 10 as originally shown on Exhibit C to the Conservation Easement.
4. The Building Area depicted on the Building Area Plan shall hereafter be a Building Area under the provisions of Section 3.1 and elsewhere in the Conservation Easement.
5. The Building Area formerly described as BLDG SITE 10 is extinguished and therefore any part of the Conservation Area that was within BLDG SITE 10 and is not within the Building Area as modified in this Agreement shall be subject to all of the covenants, easements and restrictions of the Conservation Easement applicable to land that is not within a Building Area.



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6. The Building Area shall be used only for one single family dwelling and other Structures customarily access to residential use as more particularly described in the Conservation Easement.

7. The sole purpose of this Agreement is to approve the exercise of Reserved Rights that were reserved to the Conservation Area under the Conservation Easement when it was executed and recorded. Therefore, and without limitation of the foregoing, all restrictions on the exercise of the Reserved Rights allocated under this Agreement remain in effect.

8. Nothing in this Agreement is intended to, or shall be construed to, modify or amend the covenants, easements and restrictions in the Conservation Easement nor to increase, or add, any Reserved Rights available to the Owner.

9. Owner warrants and represents to Holder that:

- a. Owner is the owner of legal title to the Tate Lot; and
- b. Owner has not entered into any agreements or options for the sale of the Tate Lot.

Owner agrees that these warranties and representations are true and correct at the time this Agreement becomes effective.

10. This Agreement shall be governed by the law of the State of Alabama.

11. This Agreement may be executed in multiple counterparts which, taken together, shall be deemed to be one and the same instrument.

12. This Agreement shall be effective at the time it is recorded in the office of the Judge or Probate of Shelby County.

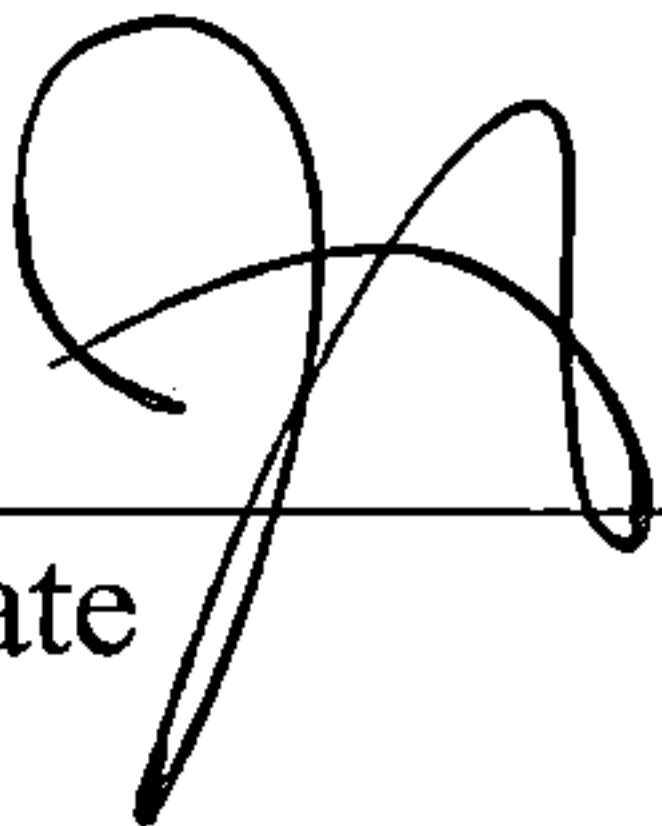
13. This Agreement shall be binding on Owner and Holder and their respective successors and assigns and shall run with the land.



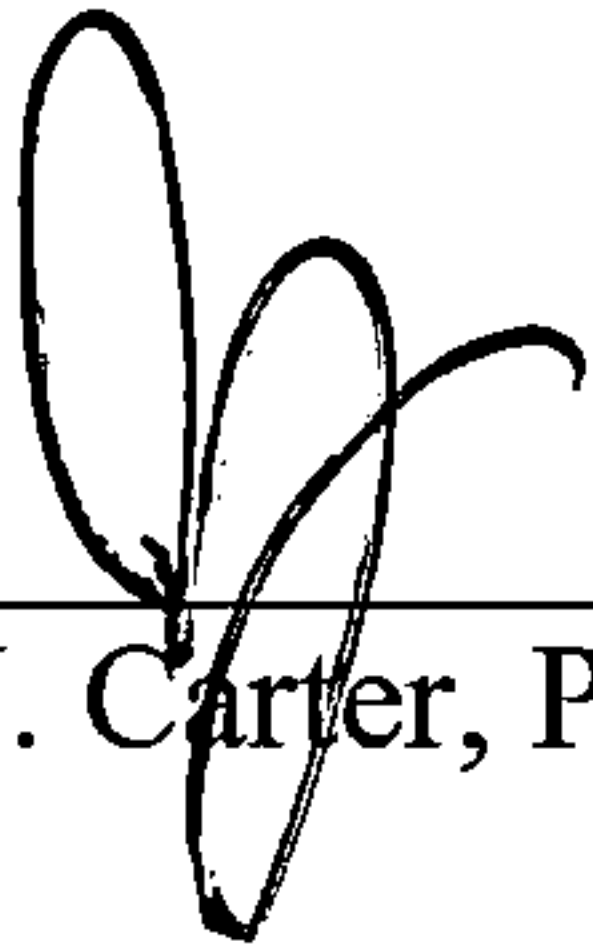
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EXECUTED as of the date and year first written above.

NORTH AMERICAN LAND TRUST



~~James~~ A Tate
JOSEPH

By: 

Steven W. Carter, President



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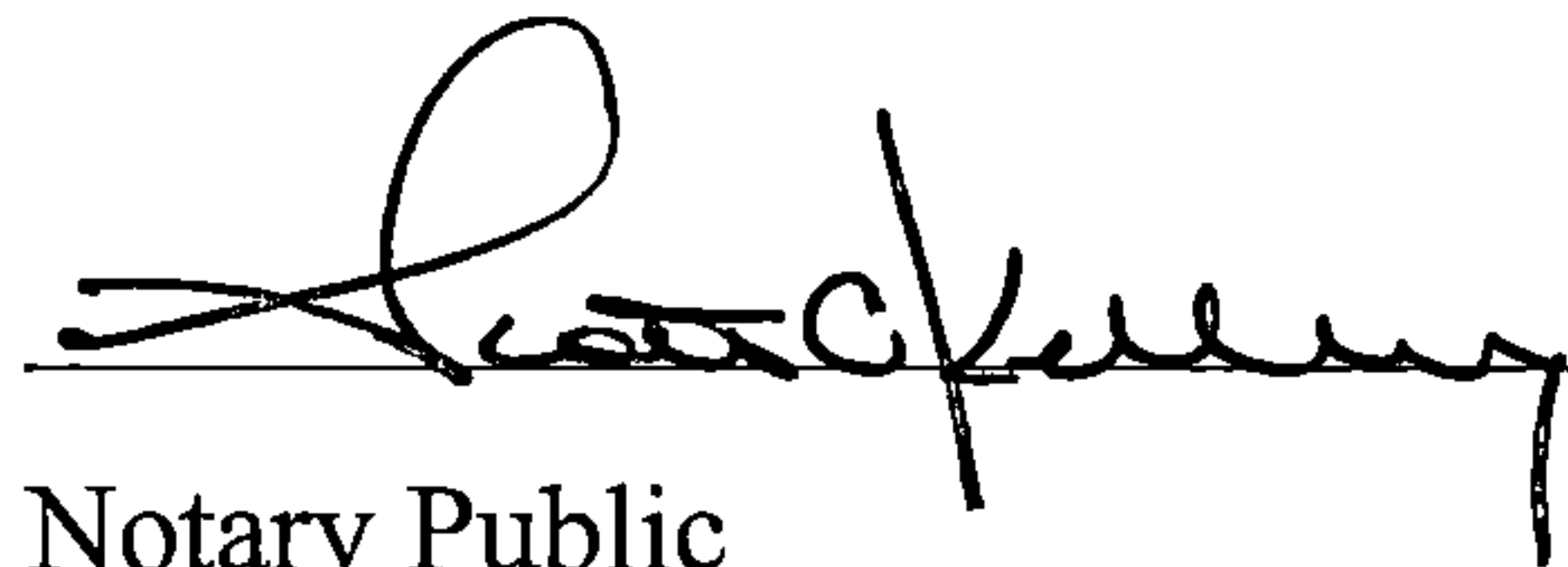
State of Alabama

County of Shelby

JOSEPH

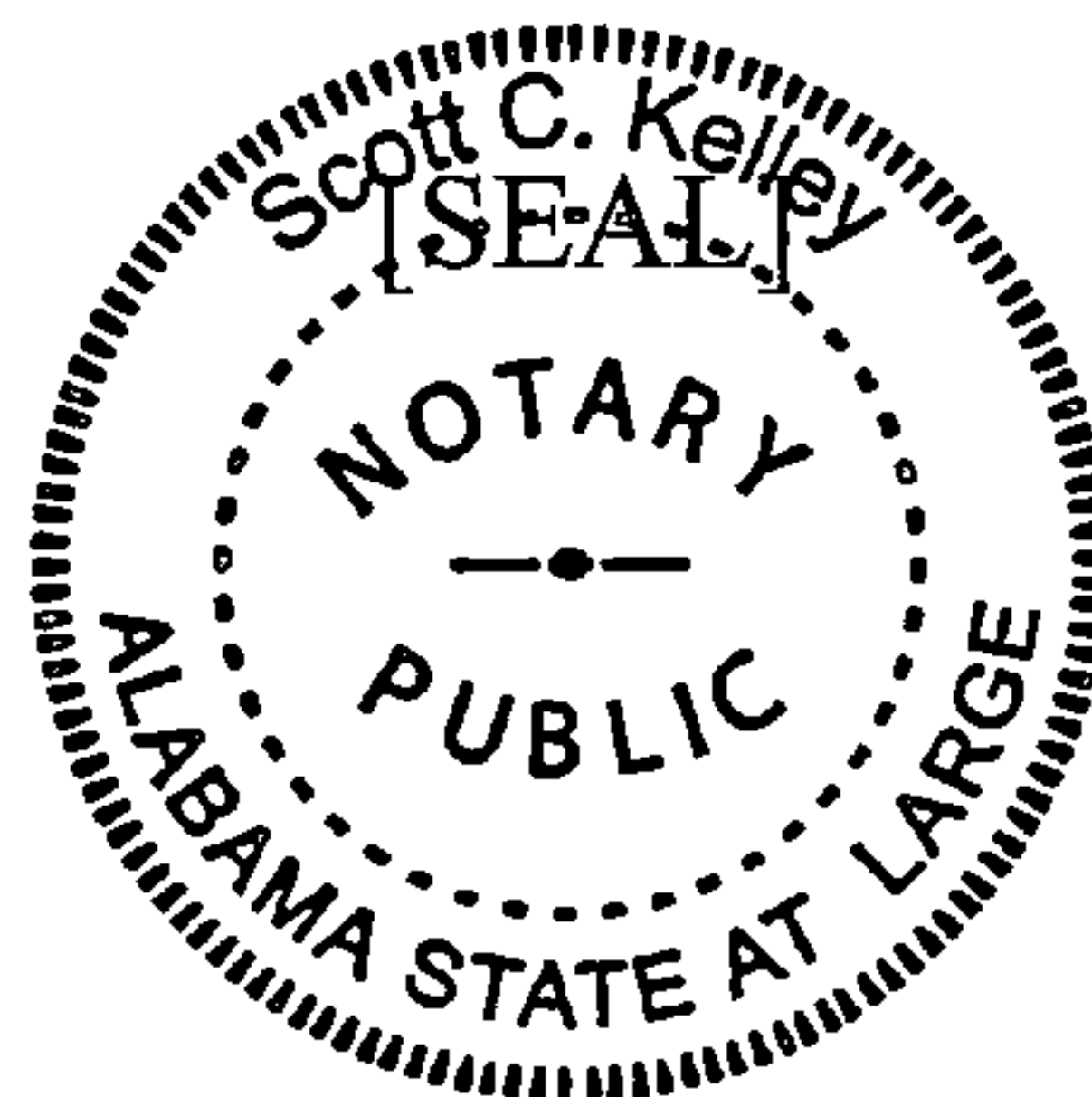
I, the undersigned, do hereby certify that ~~JAMES~~ A. TATE personally appeared before me this day and acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 08 day of May,
2024


Notary Public

My commission expires:

11/28/2027



COMMONWEALTH OF PENNSYLVANIA

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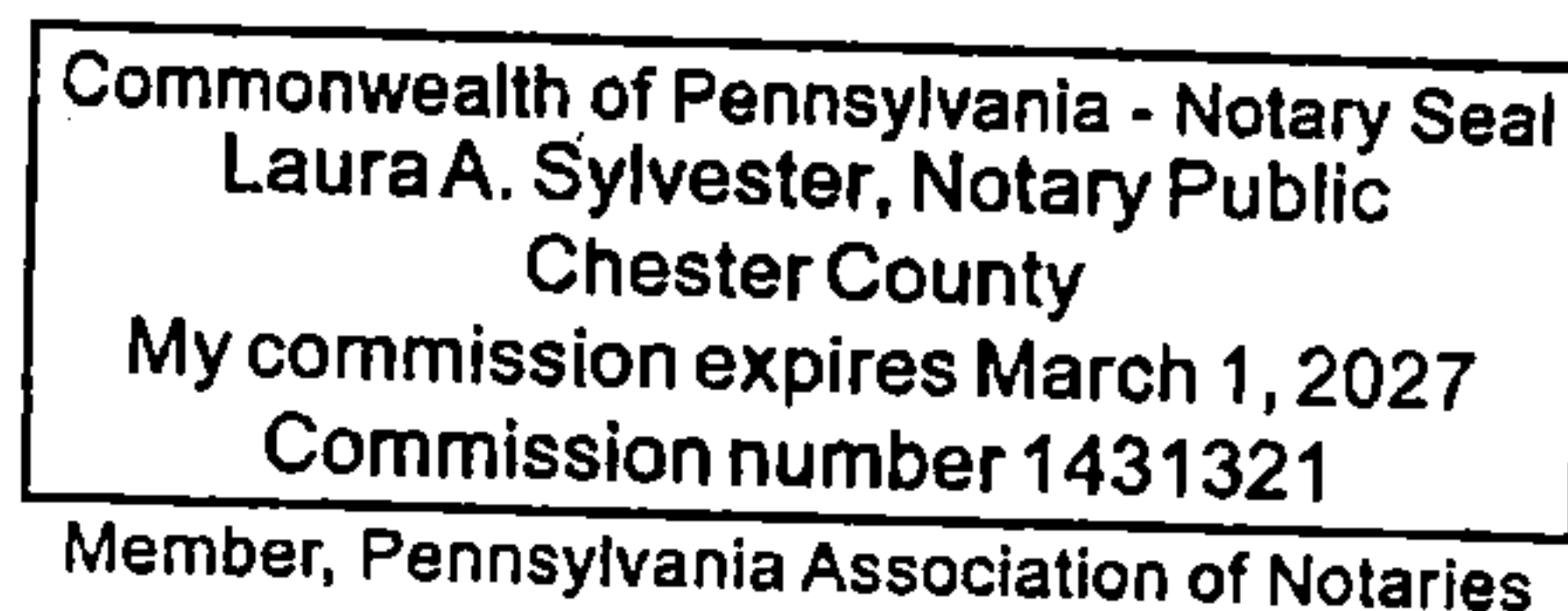
COUNTY OF CHESTER

:

On this, the 19th day of April, 2024, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Steven W. Carter, who acknowledged himself to be the President of North American Land Trust, a Pennsylvania Non-Profit Corporation, and that he as such officer, being authorized to do so, executed the foregoing conservation easement for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)



Laura A. Sylvester
Notary Public Laura A. Sylvester

My commission expires: 03/01/2027

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

Grandfather Lake
+/- 11.8 AC

Tract 8

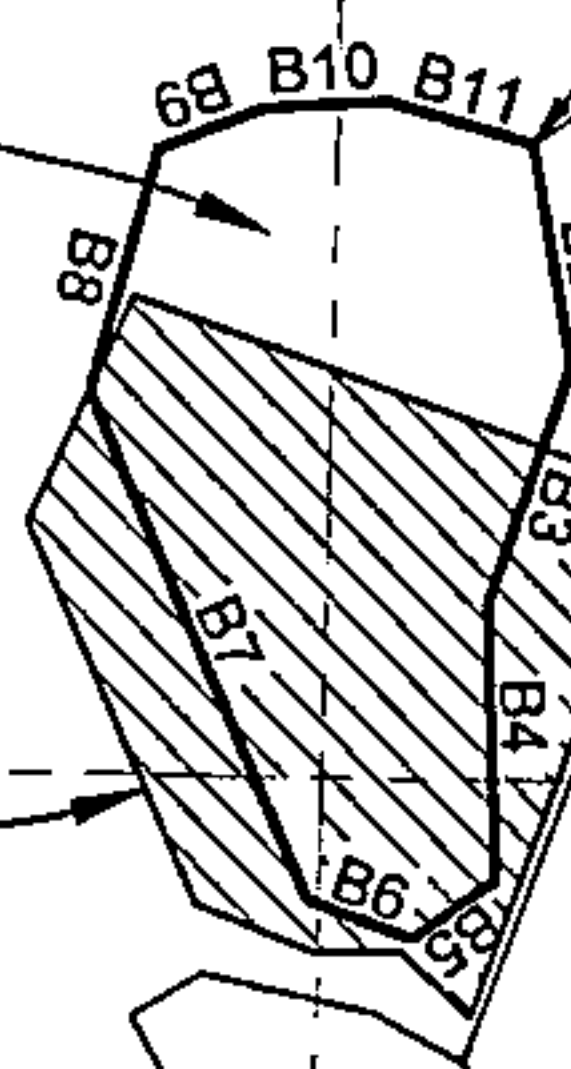
Tract 9
Inst#20190425000135570

Point of Commencement
Found iron capped "ae"

P.O.B.

Extinguished Building Area -
BLDG SITE 10 on Exhibit C
to the Conservation Easement

Approved relocated
Building Area 10



TRACT 10
38.95 AC

(Instrument # 20220706000267580)

Tract 1

SE 1/4 - SW 1/4

SW 1/4 - SW 1/4

LINE	BEARING	DISTANCE
B1	S 33°29'07" E	177.39
B2	N 79°24'40" E	90.00
B3	S 71°11'05" E	100.00
B4	N 87°36'28" E	110.00
B5	S 35°49'48" E	40.00
B6	S 19°44'07" W	45.00
B7	S 66°07'28" W	220.00
B8	N 74°32'07" W	100.00
B9	N 22°10'27" W	44.00
B10	N 04°09'33" W	50.00
B11	N 16°00'01" E	60.00

SCALE: 1" = 200'



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EXHIBIT "A"
NEW BUILDING AREA
TRACT 10
PINE MOUNTAIN PRESERVE

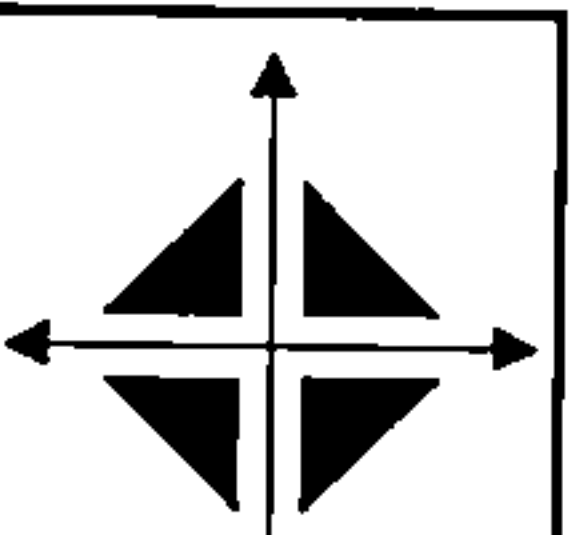
AN AMENDED 1 ACRE BUILDING AREA LOCATED ENTIRELY ON TRACT 10 AS RECORDED IN INSTRUMENT #20220706000267580 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. COMMENCE AT A FOUND IRON (CAPPED "AE") IN THE CENTER OF A PAVED ROAD MARKING THE NORTHERN MOST COMMON CORNER BETWEEN SAID TRACT 10 AND TRACT 9, AS RECORDED IN INSTRUMENT # 20190425000135570 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; SAID POINT HAVING AN ALABAMA WEST ZONE STATE PLANE COORDINATE OF NORTHING: 1229472.71 EASTING: 2248244.83; THENCE RUN SOUTH 32°29'07" EAST FOR 177.39 FEET TO THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING COURSES: NORTH 79°24' 40" EAST FOR 90.00 FEET; SOUTH 71°11'05" EAST FOR 100.00 FEET; NORTH 87°36'28" EAST FOR 110.00 FEET; SOUTH 35°49'48" EAST FOR 40.00 FEET; SOUTH 19°44'07" WEST FOR 45.00 FEET; SOUTH 66°07'28" WEST FOR 220.00 FEET; NORTH 74°32'07" WEST FOR 100.00 FEET; NORTH 22°10'27" WEST FOR 44.00 FEET; NORTH 04°09'33" WEST FOR 50.00 FEET; NORTH 16°00'01" EAST FOR 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR:

JEFF D. ARRINGTON
ALABAMA NO. 18664

04-05-2024
DATE



ARRINGTON ENGINEERING

Civil Engineers - Surveyors - Land Planners

Office: (205) 985-9315
Fax: (205) 985-9385
2032 Valleydale Road
Birmingham AL 35244

G:\AESUBDIVISIONS\EDDLEMAN\PRESERVE\001-SECTORS\0-GRANDFATHER LAKE\lot 10\83127 - Grandfather Lake Tract 10 Set Irons\DWG\83127.dwg