

This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: Peter Vogelberger Shelia Volgelberger 1265 Chelsea Park Trail Chelsea, AL 35043

STATE OF ALABAMA )
COUNTY OF SHELBY )

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Six Hundred Ten Thousand and 00/100 Dollars (\$610,000.00) 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 Peter Vogelberger and Shelia Vogelberger (hereinafter referred to as "Grantee", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

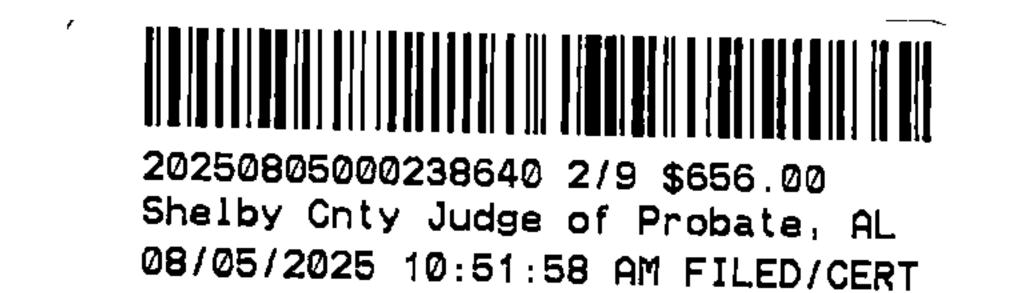
See Exhibit "A" attached hereto and made a part hereof for legal description

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

The above property is conveyed subject to:

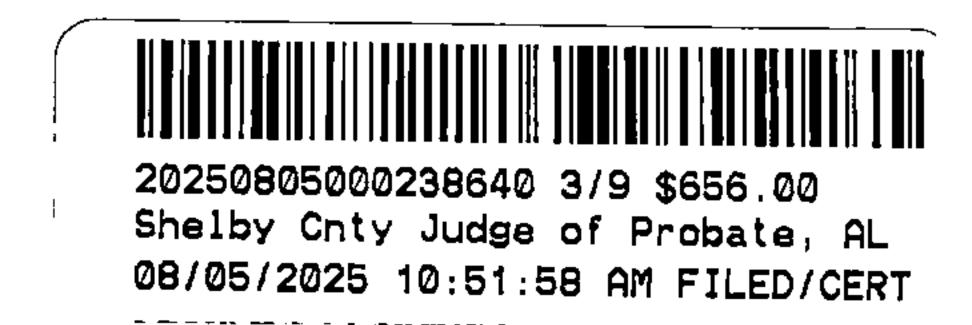
- (1) 2025 Ad Valorem taxes which have accrued but are not yet due and payable, existing easements, restrictions. Building set back lines, and limitations, if any, of record.
- (2) Transmission line permit to Alabama Power Company, as recorded in Deed Book 111, Page 270; Deed Book 241, Page 380; Deed 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 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.
- (4) 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.
- (5) Right of Way granted to Cahaba Girl Scout Council, Inc. as recorded in Deed Book 295, Page 45 and Deed Book 295, Page 48, in the Probate Office of Shelby County, Alabama.
- (6) Easement to Southern Bell Telephone and Telegraph Company recorded in Deed Book 320, Page 981 and Deed Book 343, Page 934, in the Probate Office of Shelby County, Alabama.
- (7) 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 1999-15749; together with Assignment and Assumption of Settlement Decree dated 3/21/2019 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 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 dated 3/21/2019 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.

Shelby County, AL 08/05/2025 State of Alabama Deed Tax:\$610.00



- (9) Easement granted to Alabama Power Company, as recorded in Instrument 1996-4161, Instrument 2001-9989; Instrument 20040910000505360; Instrument 20131002000395680 and Instrument 20150219000053250, in the Probate Office of Shelby County, Alabama.
- (10) Mineral and Mining rights not owned by Grantor
- (11) 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 2021040100163200, in the Probate Office of Shelby County, Alabama.
- (12) Easement Agreement between Pine Mountain Preserve, Inc. and Pine Mountain Association, Inc. as recorded in Instrument 20210401000163220, in the Probate Office of Shelby County, Alabama.
- 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; Instrument1997-9552; 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.
- (14) 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").
- (15) 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.
- (16) Terms and Condition of Conservation Easement and Declaration of Restrictions and Covenants and Notice of Conveyance by and between Pine Mountain Preserve, LLP 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.
- (17) Easement granted to Alabama Power Company recorded in Instrument 20180103000000340 and 20220228000083450, in the Probate Office of Shelby County, Alabama.
- (18) 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, in the Probate Office of Shelby County, Alabama.
- (19) Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community as recorded in Instrument 20151228000440560; Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve as recorded in Instrument 2021022200087210; Corrected by affidavitgs 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; and Supplementary Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, Foxtail Sector, as recorded in Instrument 20210401000163210, in the Probate Office of Shelby County, Alabama.
- (20) Permanent Easement to Shelby County as recorded in Instrument 20230306000061320, in the Probate Office of Shelby County, Alabama.

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 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 noncontiguous. 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. 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 unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized representative this 25th day of July, 2025.

**GRANTOR:** 

Eddleman Residential, LLC

an Alabama limited liability company

Douglas D. Eddleman

Its: President and CEO

RE: Tracts 3 & 11-H Pine Mountain Trail
Peter Vogelberger
Shelia Vogelberger

# 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 Residential, 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 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 July, 2025.

NOTARY PUBLIC

My Commission Expires: 06/02/2027



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The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

eter Vogelberger

helia Vogelberger

# STATE OF ALABAMA) COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Peter Vogelberger and Shelia Vogelberger, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of July, 2025.

Notary Rublic

My/Commission Expire (: 06/02/2027

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#### **EXHIBIT "A"**

# Legal Description for Deed Eddleman Residential, LLC

to

## Peter Vogelberger and Shelia Vogelberger

#### Tract 1-3

A tract of land situated in the Northeast quarter of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama. Said tract to be known as Tract 1-3.

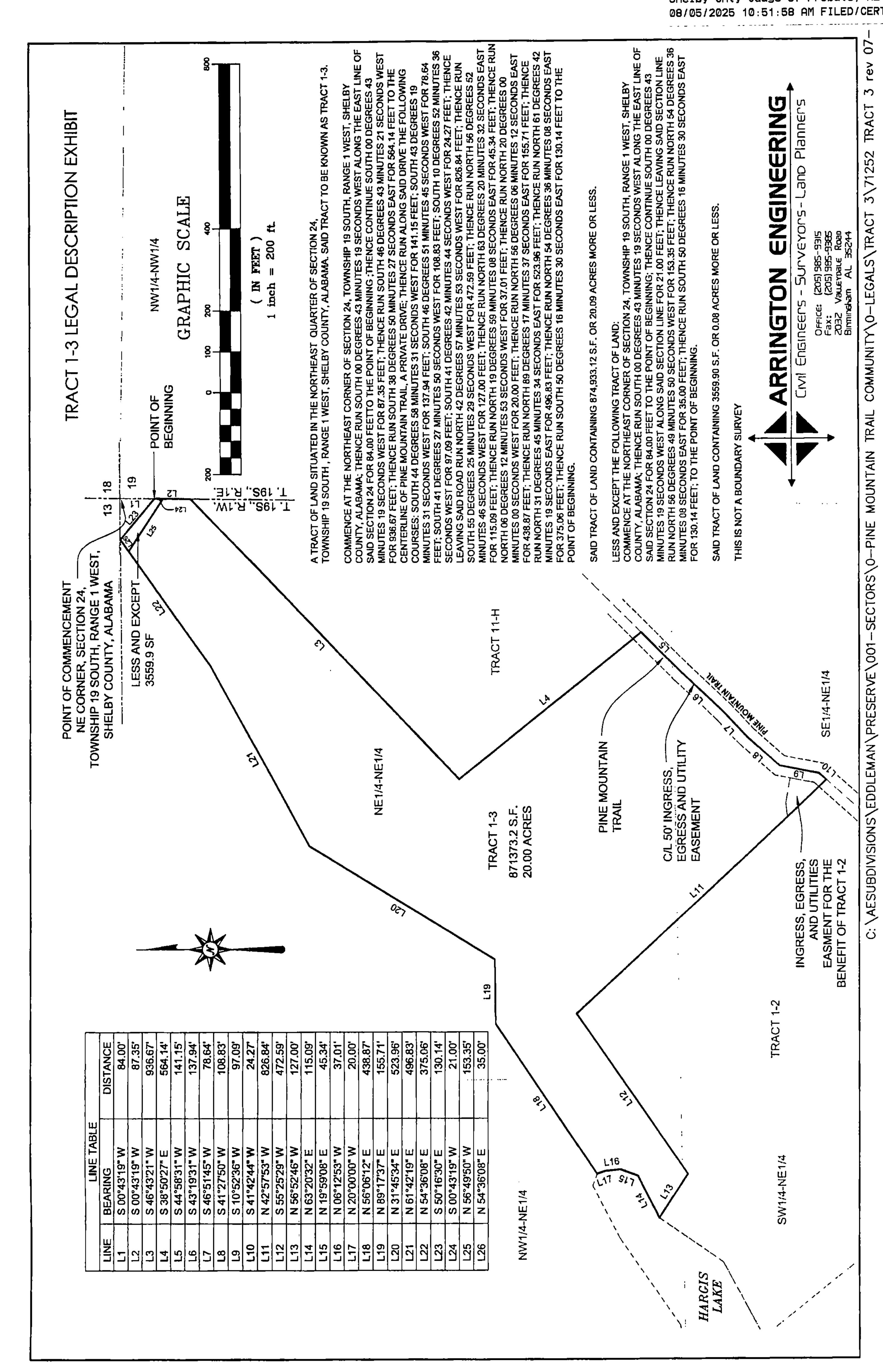
Commence at the Northeast corner of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 00 degrees 43 minutes 19 seconds West along the East line of said Section 24 for 84.00 feet to the point of beginning ;thence continue South 00 degrees 43 minutes 19 seconds West for 87.35 feet; thence run South 46 degrees 43 minutes 21 seconds West for 936.67 feet; thence run South 38 degrees 50 minutes 27 seconds East for 564.14 feet to the centerline of pine mountain trail, a private drive; thence run along said drive the following courses: South 44 degrees 58 minutes 31 seconds West for 141.15 feet; South 43 degrees 19 minutes 31 seconds West for 137.94 feet; South 46 degrees 51 minutes 45 seconds West for 78.64 feet; South 41 degrees 27 minutes 50 seconds West for 108.83 feet; South 10 degrees 52 minutes 36 seconds West for 97.09 feet; South 41 degrees 42 minutes 44 seconds West for 24.27 feet; thence leaving said road run North 42 degrees 57 minutes 53 seconds West for 826.84 feet; thence run South 55 degrees 25 minutes 29 seconds West for 472.59 feet; thence run North 56 degrees 52 minutes 46 seconds West for 127.00 feet; thence run North 63 degrees 20 minutes 32 seconds East for 115.09 feet; thence run North 19 degrees 59 minutes 08 seconds East for 45.34 feet; thence run North 06 degrees 12 minutes 53 seconds West for 37.01 feet; thence run North 20 degrees 00 minutes 00 seconds West for 20.00 feet; thence run North 56 degrees 06 minutes 12 seconds East for 438.87 feet; thence run North 89 degrees 17 minutes 37 seconds East for 155.71 feet; thence run North 31 degrees 45 minutes 34 seconds East for 523.96 feet; thence run North 61 degrees 42 minutes 19 seconds East for 496.83 feet; thence run North 54 degrees 36 minutes 08 seconds East for 375.06 feet; thence run South 50 degrees 16 minutes 30 seconds East for 130.14 feet to the point of beginning.

Said tract of land containing 874,933.12 s.f. or 20.09 acres more or less.

Less and except the following tract of land:

Commence at the Northeast corner of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 00 degrees 43 minutes 19 seconds West along the East line of said Section 24 for 84.00 feet to the point of beginning; thence continue South 00 degrees 43 minutes 19 seconds West along said Section line for 21.00 feet; thence leaving said Section line run North 56 degrees 49 minutes 50 seconds West for 153.35 feet; thence run North 54 degrees 36 minutes 08 seconds East for 35.00 feet; thence run South 50 degrees 16 minutes 30 seconds East for 130.14 feet; to the point of beginning.

Said tract of land containing 3559.90 s.f. or 0.08 acres more or less.





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### Tract 11-H

Commence at the Northwest corner of Section 19, Township 19 South, Range 1 East, Shelby County, Alabama; thence run South 00 degrees 43 minutes 19 seconds West along the West line of said Section 19 for 171.36 feet to the point of beginning; thence run North 59 degrees 31 minutes 01 seconds East for 408.04 feet; thence run South 72 degrees 38 minutes 04 seconds East for 60.92 feet; thence run North 74 degrees 14 minutes 28 seconds East for 91.78 feet; thence run North 54 degrees 34 minutes 55 seconds East for 238.09 feet; thence run South 36 degrees 53 minutes 20 seconds East for 244.84 feet; thence run South 38 degrees 14 minutes 41 seconds West for 304.16 feet; thence run South 03 degrees 21 minutes 32 seconds East for 208.79 feet; thence run South 69 degrees 44 minutes 13 seconds West for 157.70 feet; thence run South 48 degrees 40 minutes 45 seconds West for 399.01 feet; thence run South 51 degrees 49 minutes 57 séconds West for 286.65 feet; thence run South 50 degrees 18 minutes 39 seconds West for 179.40 feet; thence run South 44 degrees 58 minutes 31 seconds West for 254.90 feet; thence run North 38 degrees 50 minutes 27 seconds West for 564.14 feet; thence run North 46 degrees 43 minutes 21 seconds East for 936.67 feet; thence run North 59 degrees 31 minutes 01 seconds East for 408.04 feet to the point of beginning.

Said tract of land containing 877,410.15 s.f. or 20.14 acres more or less

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.

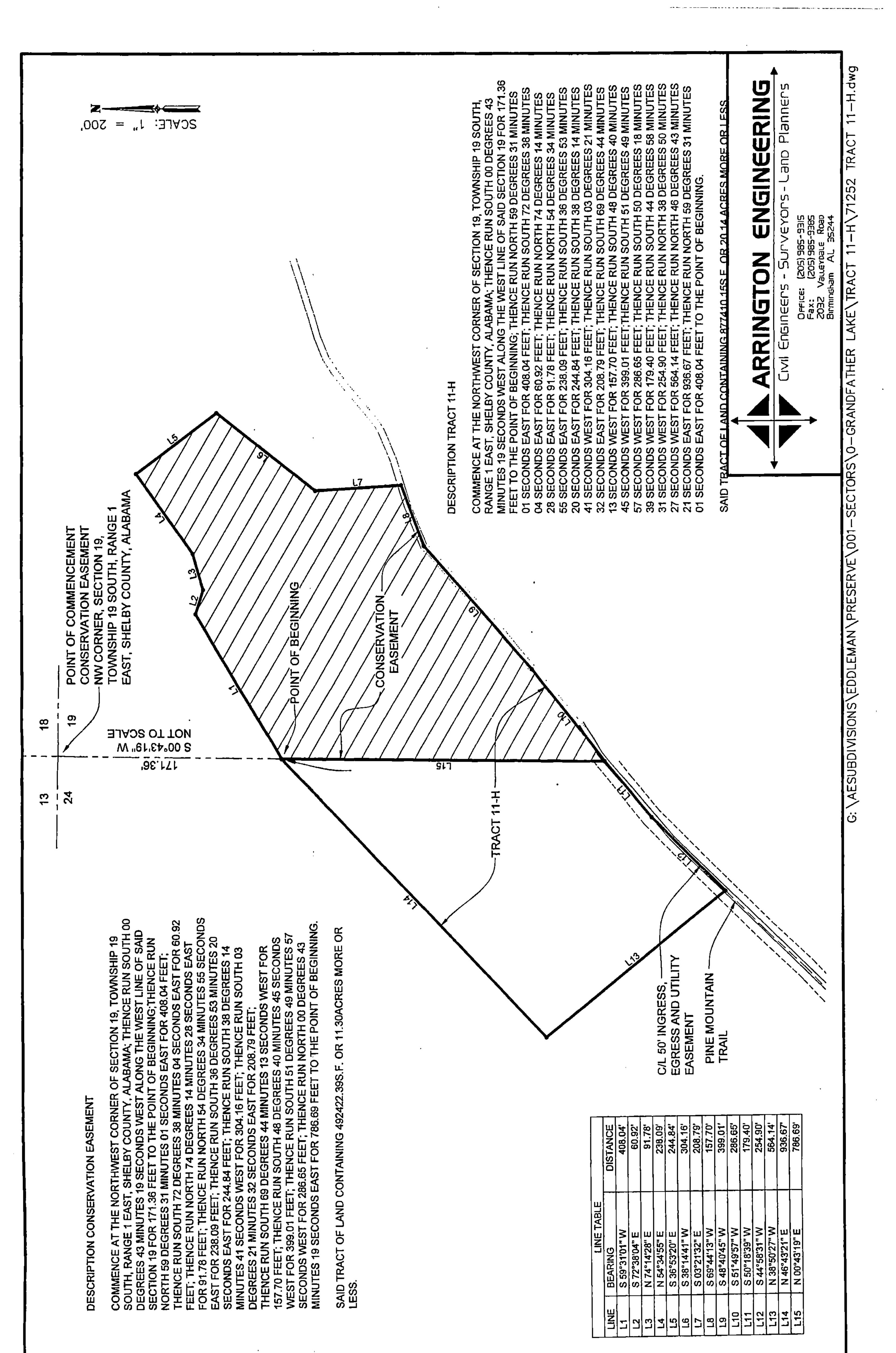
Together with rights appurtenant to the above property for an ingress/egress and utility easement as set out in Easement Agreement recorded in Instrument 20140829000272700, and in the Amendment and Restatement of Easement Agreement as recorded in Instrument 20210209000067920, in the Probate Office of 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.



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### Real Estate Sales Validation Form

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This Document must be filed in accordance with Code of Alabama 1975, St

08/05/2025 10:51:58 AM FILED/CERT Peter Vogelberger Grantor's Name Eddleman Residential, LLC Grantee's Name Sheila Vogelberger 2700 Hwy. 280, Ste. 425 1265 Chelsea Park Trail Mailing Address Birmingham, AL 35223 Mailing Address Chelsea, AL 35043 Tract 3 & 11H Pine Mountain Trail Property Address Chelsea, AL 35043 Date of Sale July 25, 2025 Total Purchase Price \$ 610,000.00 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) Bill of Sale Appraisal Sales Contract Other ☑ Closing Statement 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). Eddleman Residential, LLC Print by Douglas D. Eddleman, President and CEO Date Unattested Granter/Owner/Agent) circle one (verified by)