

1443

PARTITION AGREEMENT

STATE OF ALABAMA |
COUNTY OF SHELBY |

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, by deed dated June 12, 1945, recorded in Book 121, page 294, Deed Records of Shelby County, Alabama, The Alabama State Land Company, as Grantor, granted, bargained, sold and conveyed to Wesley W. West, Phil E. Davant and P. M. Stevenson, all as Grantees, in the respective undivided proportions therein recited, certain lands and interests in lands located in Shelby County, Alabama, therein described and referred to; reference is here made to said deed for a description of the lands and interests in lands therein described and conveyed; and

WHEREAS, by the various deeds hereinafter mentioned, Wesley W. West and wife, Neva Watkins West; Phil E. Davant and wife, Grace Keller Davant; and P. M. Stevenson and wife, Alma Agee Stevenson, have granted, bargained, sold and conveyed to various parties certain interests in portions of the lands covered by the aforesaid deed dated June 12, 1945 from The Alabama State Land Company, subject to the reservation of certain minerals, mineral rights and surface rights as set forth in said deeds, reference is here made to said deeds for all purposes; said deeds herein referred to shall hereinafter be called collectively for purposes of reference only as "said Surface Deeds" and are the following:

1. Deed dated July 5, 1945, recorded in Deed Book 121 at page 427, Shelby County, Alabama, from Wesley W. West, et ux, et al, to B. A. Chace and F. A. Chace.
2. Deed dated July 5, 1945, recorded in Deed Book 121 at page 360, Shelby County, Alabama, from Wesley W. West, et ux, et al, to George Huddleston.
3. Deed dated July 27, 1945, recorded in Deed Book 121 at page 414, Shelby County, Alabama, from Wesley W. West, et ux, et al to Evelyn J. Haynes.

4. Deed dated August 2, 1945, recorded in Deed Book 121 at page 437, Shelby County, Alabama, from Wesley W. West, et ux, et al, to Oscar Harris.
5. Deed dated September 8, 1945, recorded in Deed Book 126 at page 502, Shelby County, Alabama, from Wesley W. West, et ux, et al, to Clayton E. Gore.
6. Deed dated October 30, 1945, recorded in Deed Book 123 at page 583, Shelby County, Alabama, from Wesley W. West, et ux, et al, to Clayton E. Gore.
7. Deed dated December 8, 1945, recorded in Deed Book 127 at page 140, Shelby County, Alabama, from Wesley W. West, et ux, et al, to George W. Young.
8. Deed dated December 8, 1945, recorded in Deed Book 124 at page 79, Shelby County, Alabama, from Wesley W. West, et ux, et al, to J. E. Rutherford, et al.
9. Deed dated October 31, 1946, recorded in Deed Book 127 at page 103, Shelby County, Alabama, from Wesley W. West, et ux, et al, to B. A. Chace and F. A. Chace.
10. Deed dated June 2, 1949, recorded in Deed Book 138 at page 419, Shelby County, Alabama, from Wesley W. West, et ux, et al, to J. L. Cox, et al; and

WHEREAS, by the various deeds hereinafter mentioned, Wesley W. West and wife, Neva Watkins West; Phil E. Davant and wife, Grace Keller Davant; and P. M. Stevenson and wife, Alma Agee Stevenson, have granted, bargained, sold and conveyed to various parties certain seams of coal located in portions of the lands covered by the aforesaid deed from The Alabama State Land Company, subject to the reservation of certain rights and interests as set forth in said deeds, reference is here made to said deeds for all purposes; said deeds herein referred to shall hereinafter be called collectively for purposes of reference only as "said Coal Deeds" and are the following:

1. Deed dated December 8, 1945, recorded in Deed Book 129 at page 204, Shelby County, Alabama, from Wesley W. West, et ux, et al, to P. E. Murphy.
2. Deed dated _____, recorded in Deed Book _____ at page _____, Shelby County, Alabama, from Wesley W. West, et ux, et al, to Paramount Coal Company, covering the Coke or

Black Shale seam of coal located upon certain lands in Sections Thirty Four (34) and Thirty Five (35), Township Nineteen (19) South, Range Three (3) West, in said County.

WHEREAS, all of the lands and interests in lands conveyed to all of the Grantees named in said deed dated June 12, 1945, less and except the interests conveyed by said Surface Deed and said Coal Deeds are now owned by the following parties in the proportions shown after their names, to-wit:

Hortense E. Davant	$22\frac{1}{2}\%$
Wesley W. West	$77\frac{1}{2}\%$

WHEREAS, the said Wesley West (being one and the same person as Wesley W. West) and Hortense E. Davant have mutually agreed to partition and divide between themselves certain portions of their undivided interests in and to the lands and interests in lands described and conveyed by said deed dated June 12, 1945, less and except the interests conveyed by said Surface Deed and said Coal Deeds, and to effectuate such decision have agreed to divide said portions of said lands and interests in lands and all rights, privileges or appurtenances thereto;

NOW, THEREFORE, this Partition Agreement this day made and entered into by and between the said Hortense E. Davant and Wesley West:

W I T N E S S E T H:

ARTICLE ONE

Section 1: All of the tracts of land and interests in lands described in Exhibit One hereof (which Exhibit is attached to this Partition Agreement, and is made a part hereof and is here referred to for the description of said tracts of land and interests in lands) is hereby set apart in severalty to, and the said Wesley West does hereby grant, sell and convey the same to the said Hortense E. Davant who shall henceforth be the sole

owner thereof, free and clear of any and all rights, titles and equities or interests of the said Wesley West.

Section 2: TO HAVE AND TO HOLD said tracts of land and interests in land described in Exhibit One hereof, together with all and singular the rights, privileges and appurtenances thereunto in anywise incident or belonging, unto the said Hortense E. Davant, her heirs and assigns, forever.

ARTICLE TWO

Section 1: All of the tracts of land and interests in lands described in Exhibit Two hereof (which Exhibit is attached to this Partition Agreement, and is made a part hereof and is here referred to for the description of said tracts of land and interests in lands) is hereby set apart in severalty to, and the said Hortense E. Davant does hereby grant, sell and convey the same to the said Wesley West, who shall henceforth be the sole owner thereof, free and clear of any and all rights, titles and equities or interests of the said Hortense E. Davant.

Section 2: TO HAVE AND TO HOLD said tracts of land and interests in lands described in Exhibit Two hereof, together with all and singular the rights, privileges and appurtenances thereunto in anywise incident or belonging, unto the said Wesley West, his heirs and assigns, forever.

ARTICLE THREE

No party to this Partition Agreement, his or her heirs or assigns, by reason of or on account of any possible defect or failure of title to or encumbrance upon the interests in land herein partitioned or any part or parts thereof, herein set apart, granted and conveyed to such party shall ever have or claim, and on the contrary each and every party hereto hereby waives, relinquishes and surrenders, any right of contribution or repartition, or any partition lien, equity or charge of any

kind or character, or any claim or demand against the other party hereto, his or her heirs or assigns or against any part or parts of the interests, rights and privileges herein set apart, granted and conveyed to any such party. However, the party to whom a particular portion of the interests in land, rights and privileges are herein set apart, granted and conveyed, his or her heirs and assigns, shall have and are hereby subrogated to all the rights and remedies which any or all of the parties to this Partition Agreement have or may have under or by virtue of the warranties or representations made by any predecessor in title of the parties to this Partition Agreement or any of them, insofar as any such warranty or warranties may apply to or affect or could apply to or affect such interests, rights and privileges, or any part thereof or interest therein.

ARTICLE FOUR

Notwithstanding any other terms and provisions hereof, the partition of said tracts of land and interests in lands made hereby and the conveyance of said Exhibit One lands and said Exhibit Two lands to the respective grantees thereof, as hereinabove provided in Article One and Article Two, respectively, is expressly made subject to any and all valid and legally subsisting easements burdening said Exhibit One and Exhibit Two lands.

IN TESTIMONY OF ALL THE FOREGOING, the parties to this Partition Agreement have executed and delivered the same on or as of the 3rd day of June, 1965, which shall be deemed to be the effective date of the partition herein made for all purposes.

Hortense E. Davant (L.S.)
Hortense E. Davant

Wesley West (L.S.)
Wesley West

THE STATE OF TEXAS

COUNTY OF Navarro

I, the undersigned authority, in and for said County, in said State, hereby certify that HORTENSE E. DAVANT, a feme sole, whose name 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, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office, this 3rd day of June, A.D., 1965.

Beth Page Roberts
Notary Public in and for
Navarro County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

I, the undersigned authority, in and for said County, in said State, hereby certify that WESLEY WEST, whose name 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 executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office, this 24th day of June, A.D., 1965.

Marylene Weir
Notary Public in and for
Harris County, Texas

MARYLENE WEIR
Notary Public, In and for Harris County, Texas
My Commission Expires June, 1, 1967

All of the fee interests (surface, mineral and mineral rights) in
the following described lands:

<u>Sec.</u>	<u>Tp.</u>	<u>R.</u>	<u>Description of Land</u>	<u>No. of Acres</u>
20	19-S	2-W	South 9 acres of NW $\frac{1}{4}$ NW $\frac{1}{4}$; South 4.5 acres of W 1/2 of NE $\frac{1}{4}$ NW $\frac{1}{4}$	9.0 4.5
Total acres fee lands Exhibit One - Shelby County, Ala.				13.5

Page Two Exhibit One - Shelby County, Alabama

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EXHIBIT ONE

Being a description of the lands and interests in lands which are being set apart, granted, sold and conveyed to Hortense E. Davant in and by the terms of Article One of the Partition Agreement between Hortense E. Davant and Wesley West, to which this Exhibit One is attached:

All of the minerals and mineral rights (including, but not limited to, the iron ore, coal, oil, petroleum, gas, limestone, sulphur and other minerals and surface rights reserved to the Grantors in the said Surface Deeds and said Coal Deeds hereinabove listed and described in this Partition Agreement) in, under and upon the following described lands with all mining rights and privileges pertaining thereto now vested in the parties to this Partition Agreement:

Sec.	To.	R.	Description of land	No. of Acres
25	17-S	1-E	NE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ Sec.; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$.	480
11	18-S	1-E	NW $\frac{1}{4}$ Sec.; SW $\frac{1}{4}$ Sec.	320
21	18-S	1-E	NW $\frac{1}{4}$ Sec.	160
9	18-S	2-E	NW $\frac{1}{4}$ Sec.	160
11	18-S	2-E	NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ Sec.; SW $\frac{1}{4}$ SW $\frac{1}{4}$	320
29	18-S	2-E	NE $\frac{1}{4}$ Sec.; NW $\frac{1}{4}$ Sec.	320
3	19-S	1-E	NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ Sec. NW $\frac{1}{4}$ Sec.	360
17	18-S	1-W	NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$	80
23	18-S	1-W	NW $\frac{1}{4}$ Sec.; NE $\frac{1}{4}$ Sec.	320
33	18-S	1-W	SW $\frac{1}{4}$ Sec. E 1/2 NW $\frac{1}{4}$ Sec.	240
13	19-S	2-W	NE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$	80
21	19-S	2-W	NE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$	120
27	20-S	3-W	NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$	80
13	20-S	4-W	NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$	80
27	20-S	4-W	SW $\frac{1}{4}$ Sec.	160
1	21-S	5-W	SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ Sec.	320
7	19-S	1-E	N 1/2 NE $\frac{1}{4}$ Sec. (Oil, Gas, Petroleum and Sulphur only)	80
17	19-S	2-W	NW $\frac{1}{4}$ SE $\frac{1}{4}$ (Oil, Gas, Petroleum and Sulphur Only)	40
30	19-S	2-W	NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ Sec. (Oil, Gas, Petroleum and Sulphur only)	240
35	19-S	3-W	NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ Sec.; SW $\frac{1}{4}$ Sec. (Oil, Gas, Petroleum and Sulphur only)	560
Total acres mineral interests				4,520

EXHIBIT TWO

Being a description of the lands and interests in lands which are being set apart, granted, sold and conveyed to Wesley West in and by the terms of Article Two of the Partition Agreement between Hortense E. Davant and Wesley West, to which this Exhibit Two is attached:

All of the minerals and mineral rights (including, but not limited to, the iron ore, coal, oil, petroleum, gas, limestone, sulphur and other minerals and surface rights reserved to the Grantors in the said Surface Deeds and said Coal Deeds hereinabove listed and described in this Partition Agreement) in, under and upon the following described lands with all mining rights and privileges pertaining thereto now vested in the parties to this Partition Agreement:

All of the lands described in that certain deed dated June 12, 1945, recorded in Volume 121, page 294, Deed Records of Shelby County, Alabama, from The Alabama State Land Company, as Grantor, to Wesley W. West, et al, as Grantees, to which reference is here made for a description of said lands; LESS AND EXCEPT that portion of the said lands described in Exhibit One hereto as having been set apart, granted, sold and conveyed to Hortense E. Davant; and LESS AND EXCEPT the fee interests described below.

All of the fee interests (surface, mineral and mineral rights) in the following described lands:

Sec.	Tp.	R.	Description of Land	No. of Land
20	19-S	2-W	North 31 acres of NW $\frac{1}{4}$ NW $\frac{1}{4}$ North 15.5 acres of W 1/2 of NE $\frac{1}{4}$ NW $\frac{1}{4}$	31.0
				<u>15.5</u>
			Total acres fee lands Exhibit Two - Shelby County, Ala.	46.5

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6-19-1965
RECORDED & S. M. M. G. TAX
& S. D. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Decker
JUDGE OF PROBATE