


THIS INSTRUMENT WAS PREPARED BY:

Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

  
20141106000351580 1/4 \$2028.50  
Shelby Cnty Judge of Probate: AL  
11/06/2014 04:23:51 PM FILED/CERT

**Documentary Evidence:**  
**Closing Statement**

SEND TAX NOTICE TO:  
Lhoist North America of Alabama, LLC  
3700 Hulen Street  
Fort Worth, TX 76107

STATUTORY  
WARRANTY DEED

STATE OF ALABAMA            )  
                                      :  
COUNTY OF SHELBY        )     KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Million Five Thousand Seventy-Nine and 78/100 Dollars (\$2,005,079.78), which is the total purchase price, in hand paid to the undersigned, Calera 30, LLC, an Alabama limited liability company (hereinafter referred to as "GRANTOR"), whose mailing address is 2204 Lakeshore Drive, Suite 145, Birmingham, AL 35209, by Lhoist North America of Alabama, LLC, an Alabama limited liability company (hereinafter referred to as "GRANTEE"), whose mailing address is 3700 Hulen Street, Fort Worth, TX 76107, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

**SEE ATTACHED EXHIBIT "A"**

SUBJECT TO:

1. Any mining or mineral rights leased, granted or retained by prior owners.
2. Taxes or assessments for 2015 and subsequent years and not yet due and payable.
3. Any and all encumbrances, easements, conditions and restrictions of record, and not of record.
4. Right of way and rights set out in Deed Book 239, Page 812.
5. Right of Way granted to Alabama Power Company as recorded in Deed Book 239, Page 212; Deed Book 99, Page 465 and Deed Book 203, Page 553.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

GRANTOR makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the GRANTOR has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the GRANTOR.

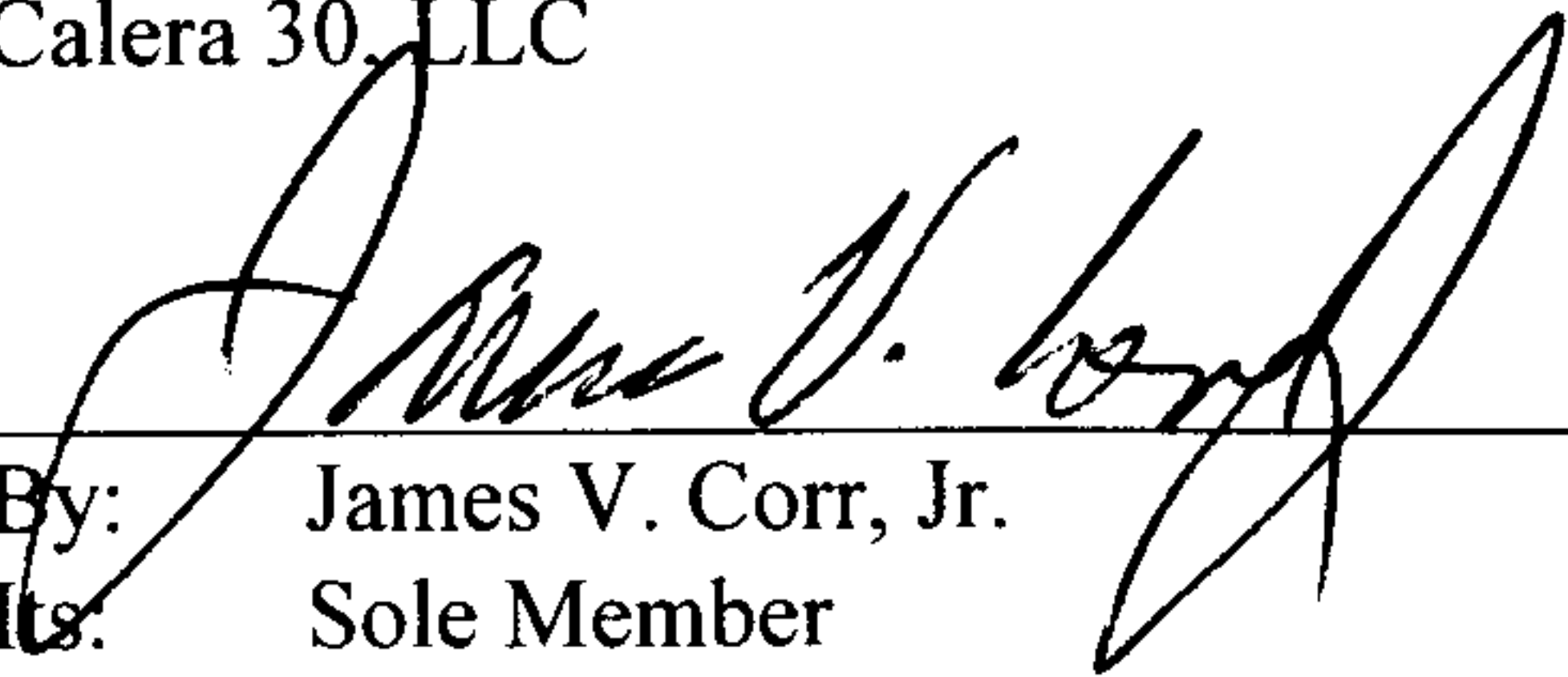


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This property does not constitute the homestead of GRANTOR.

IN WITNESS WHEREOF, the undersigned representative of Calera 30, LLC has hereto set his signature and the seal of said company, this 6 day of November, 2014.


Calera 30, LLC

 (SEAL)  
By: James V. Corr, Jr.  
Its: Sole Member


STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

I, the undersigned Notary Public in and for said County in said State, hereby certify that James V. Corr, Jr., whose name as Sole Member of Calera 30, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such 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 this 6 day of November, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 5.21.16

**Exhibit "A"**

  
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A parcel of land situated in the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Southeast corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of above said Section, Township and Range, said point being the point of beginning; thence North 01 degrees 10 minutes 03 seconds East, a distance of 733.76 feet; thence North 86 degrees 58 minutes 33 seconds West, a distance of 1925.18 feet; thence South 01 degrees, 25 minutes 18 seconds East, a distance of 761.29 feet to a point, said point lying on the Northerly right of way line of Alabama Highway #70 (115 feet right of way); said point also being the beginning of a non-tangent curve to the right, having a radius of 1707.11 feet, a central angle of 05 degrees 07 minutes 52 seconds and subtended by a chord which bears North 75 degrees 47 minutes 12 seconds East and a chord distance of 152.83 feet; thence along the arc of said curve and said right of way line a distance of 152.88 feet to a point, said point being the beginning of a non-tangent curve to the right, having a radius of 1568.05 feet, a central angle of 24 degrees 00 minutes 03 seconds and subtended by a chord which bears South 89 degrees 26 minutes 07 seconds East, and a chord distance of 652.05 feet; thence along the arc of said curve and said right of way line, a distance of 656.85 feet; thence South 80 degrees 27 minutes 54 seconds East and along said right of way line a distance of 1102.13 feet; thence North 01 degrees 10 minutes 03 seconds and leaving said right of way line, a distance of 77.36 feet to the point of beginning.



## REAL ESTATE SALES VALIDATION QUESTIONNAIRE

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name:

Calera 30, LLC

Grantee's Name:

Lhoist North America of Alabama, LLC

Mailing Address:

2204 Lakeshore Drive, Suite 145  
Birmingham, AL 35209

Mailing Address:

3700 Hulen Street  
Fort Worth, TX 76107

Property Address:

31.66 acres of raw land  
See attached Exhibit "A"

Date of Sale: November \_\_\_\_, 2014

Total Purchase Price: \$2,005,079.78

or

Current Assessor's MV: \$\_\_\_\_\_

Documentary Evidence provided:

\_\_\_\_\_ Closing Statement

\_\_\_\_\_ Bill of Sale

\_\_\_\_\_ Sales Contract

\_\_\_\_\_ Other: \_\_\_\_\_

### Affidavit of Exception

Mark the appropriate situation upon which an exception is based.

When transfer of title to real estate or affidavit of equitable interest in real estate is made:

- ☐ Transfer of mortgage on real or personal property within this state upon which the mortgage tax has been paid.
- ☐ Deeds or instruments executed for a nominal consideration for the purpose of perfecting the title to real estate.
- ☐ Re-recording of corrected mortgage, deed, or instrument executed for the purpose of perfecting the title to real estate or personal property, specifically, but not limited to, corrections of maturity dates thereof, and deeds and other instruments or conveyances, executed prior to October, 1923.
- ☐ Instrument conveying only leasehold easement, or licenses or the recordation of copies of instruments evidencing original transfers of title to land by the United States or the State of Alabama.

I hereby affirm that to the best of my knowledge and belief the information contained in this document is true and complete.

Najjar Denaburg, P.C.

Date: 11/ 6 /2014

Sign: \_\_\_\_\_

By: Richard W. Theibert  
Its: Attorney at Law  
(Closing Agent)