

**Upon recording return this instrument to:**

Shelby Investments, LLC  
2464 Glasscott Point  
Hoover, Alabama 35226  
Attention: Tim Webster

**This instrument was prepared by:**

Walter Minerals, Inc.  
P. O. Box 361370  
Birmingham, Alabama 35236

**Mail tax notice to:**

Shelby Investments, LLC  
2464 Glasscott Point  
Hoover, Alabama 35226  
Attention: Tim Webster

**Source of Title:**

Book 345, Page 744

STATE OF ALABAMA                   )  
COUNTY OF SHELBY                )

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **WALTER MINERALS, INC.**, a Delaware corporation, hereinafter referred to as "Grantor", by **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a parcel of land and all improvements and timber located thereon and timber rights related thereto, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Section 13, Township 21 South, Range 5 West of the Huntsville Meridian, in Shelby County, Alabama, and more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property or resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.


By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its **“AS IS, WHERE IS, WITH ALL FAULTS”** condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to release Grantor from any liability for any cost, fine, penalty, or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, “CERCLA” shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended; “RCRA” shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, as amended; and “HMTA” shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. §5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

**TO HAVE AND TO HOLD** to the Grantee, its successors and assigns, forever.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances, if any, set forth in **EXHIBIT B** attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)

  
20150127000027610 2/7 \$132.00  
Shelby Cnty Judge of Probate, AL  
01/27/2015 12:21:10 PM FILED/CERT



IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 26 day of January, 2015.

ATTEST:

WALTER MINERALS, INC.

By: [Signature]

Name: Roger A. Cabb

Title: Project Manager

By: Kathy H. Love

Name: Kathy H. Love

Title: Vice President

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kathy H. Love, whose name as Vice President of Walter Minerals, Inc., a Delaware 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 said conveyance, she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 26<sup>th</sup> day of January, 2015.

[Signature]  
Notary Public

[NOTORIAL SEAL]


My Commission Expires: 2-25-2017

  
20150127000027610 3/7 \$132.00  
Shelby Cnty Judge of Probate, AL  
01/27/2015 12:21:10 PM FILED/CERT

## **EXHIBIT A**

### **Legal Description**

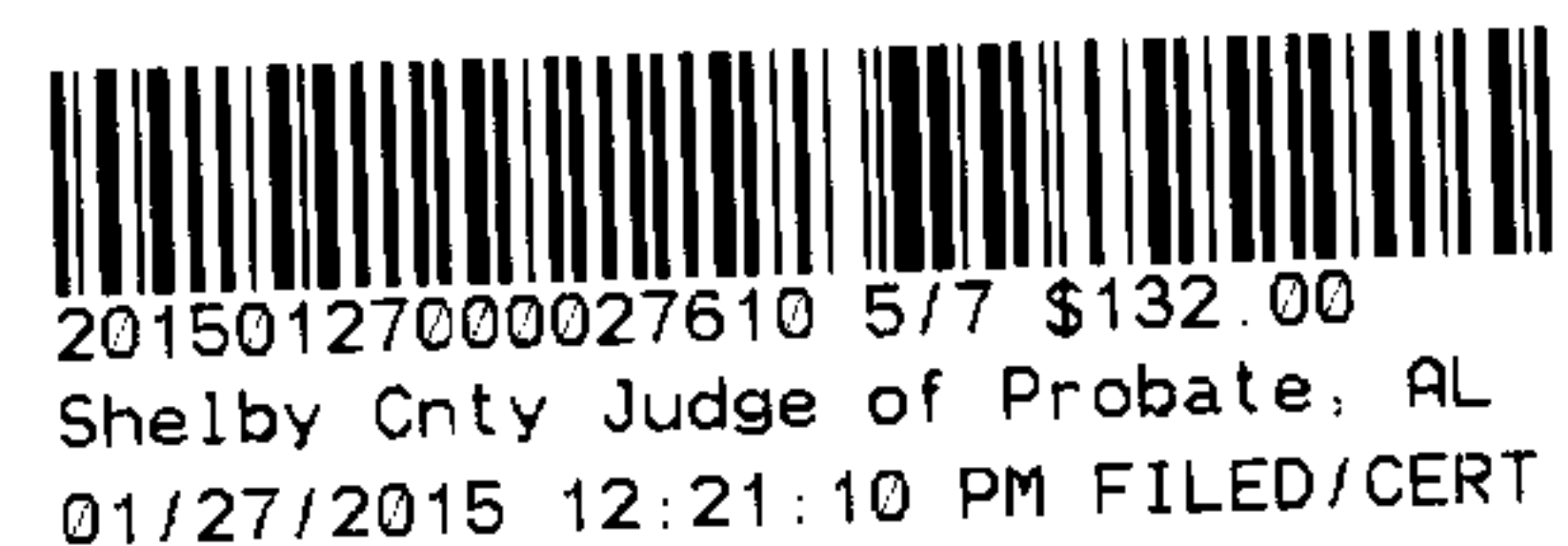
A forty (40) acre (more or less) parcel of land being the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 13, Township 21 South, Range 5 West of the Huntsville Meridian, Shelby County, Alabama.

  
20150127000027610 4/7 \$132.00  
Shelby Cnty Judge of Probate: AL  
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## **EXHIBIT B**

### **PERMITTED ENCUMBRANCES**


1. Ad valorem taxes owing on the Property that are not yet due and payable.
2. Government actions, including zoning restrictions and building and use restrictions, including variances.
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal.
4. Right-of-Way Easement Agreement dated October 19, 2004, by and between United Land Corporation and Geomet, Inc. as recorded in Instrument No. 20050211000068500 in the Probate Office of Shelby County, Alabama, and First Amendment to Right-of-Way Agreement as recorded in Instrument No. 20130619000251700 as recorded in said Probate Office.
5. Gas Pipeline Easement existing along the Southeast corner of the Property as may affect the Property.
6. Title to all minerals within and underlying the Property, together with all mining rights and other rights, privileges, and immunities, including any release of damages.



## **EXHIBIT A**

### **Legal Description**

A forty (40) acre (more or less) parcel of land being the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 13, Township 21 South, Range 5 West of the Huntsville Meridian, Shelby County, Alabama.

  
20150127000027610 6/7 \$132.00  
Shelby Cnty Judge of Probate, AL  
01/27/2015 12:21:10 PM FILED/CERT



## Real Estate Sales Validation Form

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

Grantor's Name Walter Minerals, Inc.  
Mailing Address P. O. Box 361370  
Birmingham, Alabama 35236

Grantee's Name Shelby Investments, LLC  
Mailing Address 2464 Glasscott Point  
Hoover, Alabama 35226

Property Address See EXHIBIT A attached hereto.

Date of Sale January 26, 2015

Total Purchase Price \$ 100,000.00

or

Actual Value \$ \_\_\_\_\_

or

Assessor's Market Value \$ \_\_\_\_\_



20150127000027610 7/7 \$132.00  
Shelby Cnty Judge of Probate, AL  
01/27/2015 12:21:10 PM FILED/CERT

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

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).

Date 1/26/2015

Print KATHY H. LOVE

Unattested

Sign Kathy H Love

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1