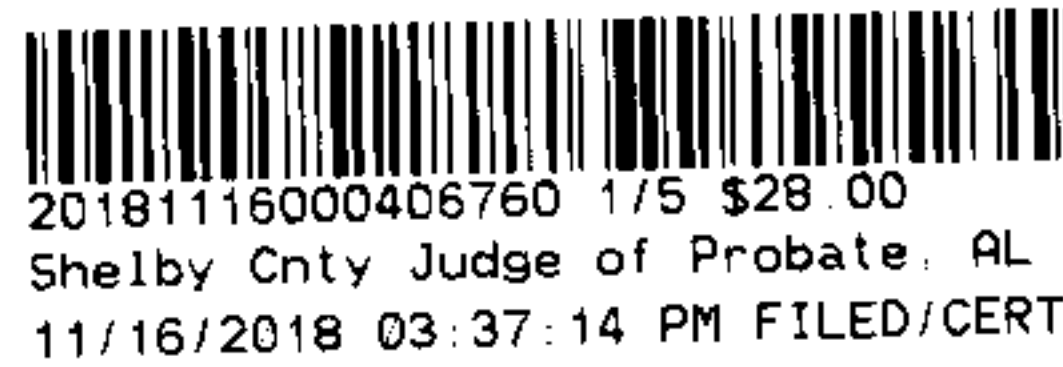


This instrument was prepared by:
William R. Justice
P.O. Box 587, Columbiana, AL 35051



STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Seven Hundred Three Thousand and no/100 Dollars (\$703,000.00) to the undersigned Grantor, The Westervelt Company, Inc., a corporation (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Shelby County, Alabama (herein referred to as GRANTEE) in fee simple the following described real estate ("Property"), situated in Shelby County, Alabama:

See Exhibit "A" attached hereto and incorporated herein.

GRANTOR hereby reserves for itself and its successors and assigns the following: (i) all oil, gas, and minerals presently owned by GRANTOR located in, on, or under the Property, including the right to convey or the right to execute leases with respect to the GRANTOR's interest in any and all of said minerals, in, on, or under the Property to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning said minerals with exception to surface mining which would be in conflict with the GRANTEE's intended use for the Property; and (ii) all rights in and to all merchantable timber currently on said Property in a living state, including, but not limited to, the right to enter upon the Property for the purpose of observing the condition of such timber, harvesting, severing and removing such timber from the Property until the first to occur of the following: (1) GRANTEE notifies GRANTOR, its successors or assigns, that it wishes for all or part of said timber to be immediately cut and removed from said premises in which case GRANTOR, its successors and assigns, shall have ninety (90) days from the date thereof to cut and remove the same or; (2) GRANTOR, its successors and assigns, elects to earlier remove merchantable timber from the Property. However, the parties agree any merchantable timber remaining on the Property for a period of twenty five (25) years from the date of this deed shall become the property of GRANTEE, its successors and assigns. In association with GRANTOR's entry and use of the Property as reserved herein, the parties agree to coordinate entry upon the Property.

In association with GRANTOR's reservation of all mineral rights as described herein, GRANTOR does agree to and does hereby waive for itself, its successors and assigns, all rights to access and utilize the surface of the Property for all mineral purposes and the first three hundred (300) feet below the surface of the Property in which GRANTOR may own mineral rights to access subsurface water, petroleum, gas, oil and other hydrocarbon substances ("Subsurface Materials") but in no event is mining activities for minerals (other than oil and gas) permitted on the surface or any depth below the surface or for any other purpose for the purpose of mining, producing, transporting, storing, drilling, and exploring for such Subsurface Materials. This waiver however shall in no way be construed to affect, limit or restrict the right of GRANTOR to lease, develop, and/or produce oil and gas (does

not include landfill/methane gas produced by GRANTEE's activities) in, on, or under, or that may be produced from the Property by pooling or unitization of the Property with other lands or by utilizing directional or horizontal drilling from well sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property or first three hundred (300) feet below the surface of the Property. All future leases and conveyances of all or any part of the oil and gas rights shall be subject to and burdened by the foregoing surface and the first three hundred (300) feet below the surface waiver provisions and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to enter upon the surface of the Property, such that none of the oil and gas may be explored for or produced (either by themselves or in conjunction with any other undivided interest in the mineral estate underlying or appurtenant to the Property) by drilling or any other activities conducted on the surface of the Property or the first three hundred (300) feet.

GRANTOR, its successors and assigns also reserve an easement and right-of-way up to thirty (30) feet in width over and across the above described Property for ingress and egress while harvesting timber, managing timber, inspecting timber and timberlands of GRANTOR, and other related purposes, which said easement shall at GRANTEE's option be located over and along the existing roadways within the Property as maintained by GRANTEE and as relocated and moved from time to time hereafter by GRANTEE, its successors and assigns. It is understood and agreed that GRANTEE, its successors and assigns shall have the right and option to move and/or relocate said roadways at GRANTEE's expense from time to time as GRANTEE desires to do so. In the event of such relocation, GRANTEE agrees to construct temporary logging and timber harvesting roads connecting to the existing GRANTOR roads located on the property adjoining to the north boundaries of the Property. GRANTEE, its successors and assigns shall have the right to erect gates across said roads as GRANTEE deems advisable but, in all such events, shall supply GRANTOR, its successors and assigns with keys to any such gates. GRANTOR agrees that its employees and contractors using said roads shall comply with any speed restrictions and reasonable use restrictions imposed by GRANTEE, its successors and assigns.


Subject to ad valorem taxes for 2018 and subsequent years not yet due and payable; rights of way to Shelby County as recorded in Deed Book 241, Page 213, and Instrument # 2002-13450 in the Probate Office of Shelby County, Alabama; and right of way to State of Alabama as recorded in Real Book 149, Page 717, in the Probate Office of Shelby County, Alabama.

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

GRANTOR hereby covenants and agrees with GRANTEE, its successors and assigns, that GRANTOR will warrant and defend the Property against the lawful claims (unless otherwise noted herein) of all persons claiming by, through, or under GRANTOR, but not further or otherwise.

IN WITNESS WHEREOF, the said GRANTOR, by its Vice President, James J. King, Jr., who is authorized to execute this conveyance, has hereto set its signature and seal, this the 3rd day of November, 2018.

[signature on following page]


20181116000406760 2/5 \$28.00
Shelby Cnty Judge of Probate, AL
11/16/2018 03:37:14 PM FILED/CERT

The Westervelt Company, Inc.

by:

James J. King, Jr. as its Vice President

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James J. King, Jr., whose name as Vice President of The Westervelt Company, a 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 the conveyance, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

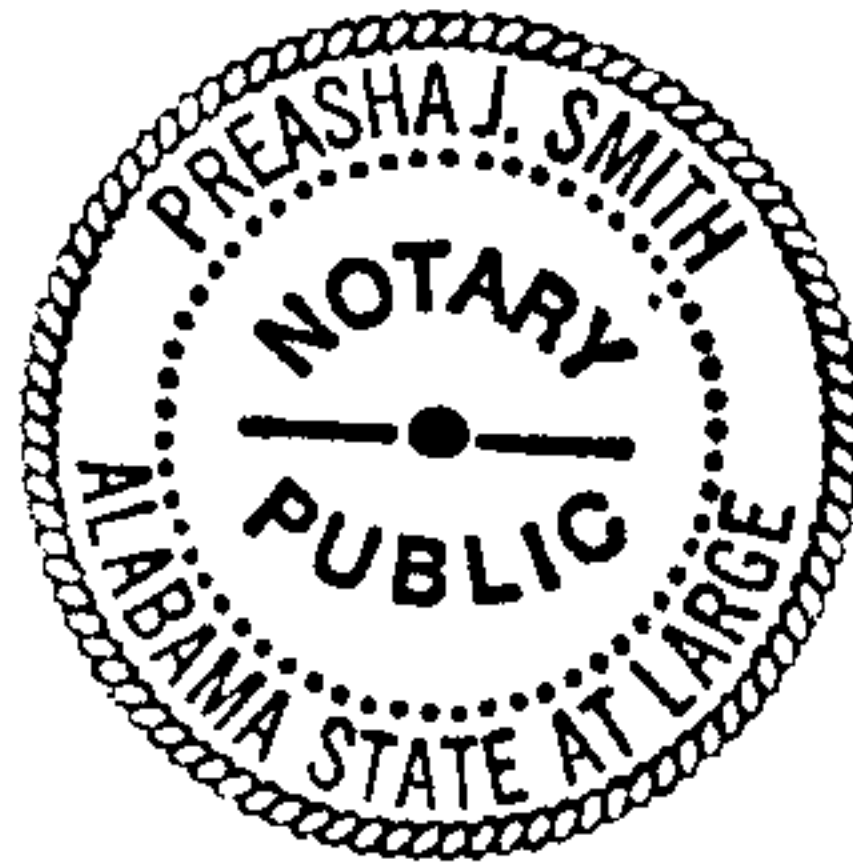
Given under my hand and official seal, this the 8th day of November, 2018.

Preasha J. Smith

Notary Public

My commission expires:

11/2/19



20181116000406760 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
11/16/2018 03:37:14 PM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located in Sections 29 and 30, all in Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NE corner of the SW 1/4 of the NW 1/4 of above said Section 29, said point being the point of beginning; thence South 88 degrees 21 minutes 44 seconds West for a distance of 1320.74 feet to the NE corner of the SE 1/4 of the NE 1/4 of above said Section 30; thence South 88 degrees 09 minutes 41 seconds West for a distance of 2636.41 feet to the SE corner of the NE 1/4 of the NW 1/4 of above said Section 30; thence North 00 degrees 10 minutes 25 seconds East for a distance of 1384.81 feet to the NE corner of the NE 1/4 of the NW 1/4 of above said Section 30; thence South 89 degrees 21 minutes 33 seconds West for a distance of 697.50 feet; thence South 00 degrees 22 minutes 07 seconds East for a distance of 1725.59 feet; thence South 00 degrees 22 minutes 13 seconds East for a distance of 993.88 feet; thence North 88 degrees 23 minutes 51 seconds East for a distance of 666.51 feet to the SE corner of the SE 1/4 of the NW 1/4 of above said Section 30; thence North 88 degrees 19 minutes 50 seconds East for a distance of 299.61 feet; thence South 00 degrees 26 minutes 02 seconds West for a distance of 432.17 feet to the Northerly right of way line of Alabama Highway 70 (all further calls will be along said right of way line until otherwise noted); thence North 67 degrees 13 minutes 49 seconds East for a distance of 235.50 feet; thence South 22 degrees 46 minutes 11 seconds East for a distance of 15.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 700.00 feet; thence North 22 degrees 46 minutes 11 seconds West for a distance of 5.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 150.00 feet; thence North 22 degrees 46 minutes 11 seconds West for a distance of 10.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 250.00 feet; thence South 22 degrees 46 minutes 11 seconds East for a distance of 5.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 1200.00 feet; thence South 22 degrees 46 minutes 11 seconds East for a distance of 10.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 300.00 feet; thence South 22 degrees 46 minutes 11 seconds East for a distance of 10.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 500.00 feet; thence North 22 degrees 46 minutes 11 seconds West for a distance of 15.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 600.00 feet; thence South 22 degrees 46 minutes 11 seconds East for a distance of 5.00 feet; thence North 67 degrees 13 minutes 49 seconds East for a distance of 32.77 feet; thence North 00 degrees 01 minutes 34 seconds West and leaving said right of way line for a distance of 356.75 feet to the point of beginning, According to survey of Rodney Y. Shiflett, RLS #21784, dated November 5, 2018.

Containing 140.60 acres.



20181116000406760 4/5 \$28.00
Shelby Cnty Judge of Probate, AL
11/16/2018 03:37:14 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 : The Westervelt Company

Grantee's Name: Shelby County, Alabama

Mailing Address: P O Box 48999
Tuscaloosa, AL 35404

Mailing Address: P O Box 467
Columbiana, AL 35051

Property Address: Hwy 70
Shelby County, AL

Date of Sale 11-15-18

Total Purchase Price \$ 703,000.00

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
☒ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other -

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 11-15-18

Sign William R. Justice
(Grantor/Grantee/Owner/Agent) circle one

Print William R. Justice

☐ Unattested

(Verified by) _____