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AGREEMNT 1/4

SURFACE USE WAIVER AGREEMENT
BY AND BETWEEN
THE WESTERVELT COMPANY, A DELAWARE CORPORATION
AND
GAVIN VENTURES, LLC

Prepared by and return to:
The Westervelt Company
Ray Robbins
1400 Jack Warner Parkway NE
Tuscaloosa AL 35404

SURFACE USE WAIVER AGREEMENT

THIS SURFACE USE WAIVER AGREEMENT (this "Agreement") is made this 6th day of November 2018, by and between The Westervelt Company, a Delaware corporation ("Seller") and Gavin Ventures, LLC, Alabama ("Buyer") and together with Seller, the "Parties" and each a "Party").

RECITALS

Whereas, Seller is selling Buyer that certain real property described on Exhibit A attached hereto and made a part hereof (the "Property") pursuant to that certain Purchase and Sale Agreement dated December 7, 2018.

Now therefore, Seller and Buyer, for and in consideration of mutual valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereafter contained do hereby agree to the following terms:

AGREEMENT

Seller hereby waives for itself, its successors and assigns, all rights to access and utilize the surface of the Property for all purposes and the first three hundred (300) feet below the surface of the Property in which they 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 shall not be construed to affect the right of Seller to lease, develop, and/or produce oil and gas 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.

Seller and Buyer hereby agree that the covenants and agreements contained in this Agreement touch and concern the Property and are expressly intended to, and shall be, covenants running with the land and binding upon, and a burden upon, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors, and assignees.

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

Seller:

The Westervelt Company, a Delaware Corporation

By:

Name: James J. King, Jr.

Title: Vice President

STATE OF ALABAMA

COUNTY OF Tuscaloosa

I, the undersigned 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 Delaware 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 the instrument, he, as Vice President and with full authority, executed the same voluntarily for and as the act of said The Westervelt Company.

Given under my hand and official seal this the 6th day of November, 2018.

Preasha J. Smith
Notary Public

My commission expires: 11/2/19

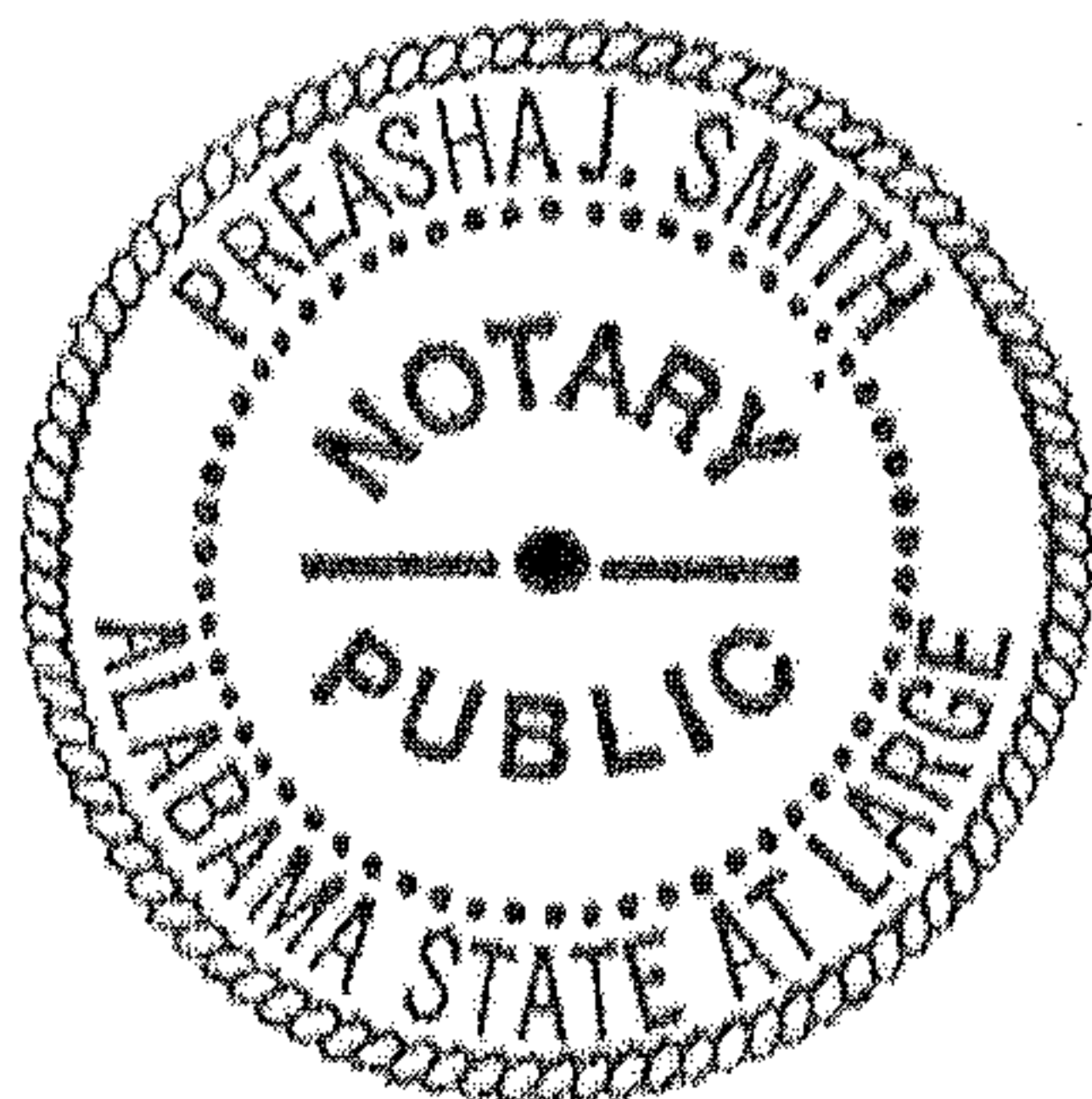


EXHIBIT A
LEGAL DESCRIPTION

Parcel 1: Parcel ID: Part of 34-1-11-0-000-001.000 All that part of Section 11, Township 24 North, Range 14 East in Shelby County, Alabama, LYING West of the road known as Bobcat Trail.

Parcel 2: Parcel ID: Part of 34-1-02-0-000-009.001

A parcel of land located in the West Half of Southwest Quarter of Section 2, Township 24 North, Range 14 East, St. Stephens Meridian, in Shelby County, Alabama, and being more particularly described as follows: Start at a Shelby Iron Found (RR Rail) accepted to mark the Southwest Corner of Section 2 and run North 89 degrees 37 minutes 46 seconds East (Assumed) along the Southern boundary of said Section 2 for a distance of 913.01 feet to a set rebar, said rebar being the POINT OF BEGINNING; thence continue North 89 degrees 37 minutes 46 seconds East along the Southern boundary of said Section 2 for a distance of 400.00 feet to a Shelby Iron Found accepted to mark the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence run North 00 degrees 26 minutes 00 seconds East along the Eastern boundary of the Southwest Quarter of the Southwest Quarter of said Section 2 for a distance of 1330.31 feet to a rebar found, said rebar accepted as the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence run North 00 degrees 20 minutes 28 seconds East along the Eastern boundary of Northwest Quarter of the Southwest Quarter of said Section 2 for a distance of 1293.64 feet to a rebar found, said rebar lying on the Southern Right of Way margin of the Sawyers Cove Road, a 30' Right of Way; thence run North 89 degrees 44 minutes 28 seconds West and along the Southern Right of Way margin of the Sawyers Cove Road for a distance of 1174.02 feet to a point, said point lying on the Eastern Right of Way margin of Shelby County Road 86, an 80' Right of Way, said point lying 2.94' from a rebar found; thence run South 14 degrees 42 minutes 04 seconds West and along the Eastern right-of-way margin of Shelby County Road 86 for a distance of 206.52 feet to a set rebar; thence run South 89 degrees 44 minutes 28 seconds East for a distance of 825.08 feet to a set rebar; thence run South 00 degrees 23 minutes 14 seconds West for a distance of 2428.34 feet to the POINT OF BEGINNING.

Parcel 3: Parcel ID: Part of 34-1-02-0-000-010.000 That part of the Southwest Quarter of the Southeast Quarter of Section 2, Township 24 North, Range 14 East, in Shelby County, Alabama LYING West of the road known as Bobcat Trail. AND That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 24 North, Range 14 East, in Shelby County, Alabama LYING West of the road known as Bobcat Trail.

Parcel 4: Parcel ID: Part of 34-1-12-0-000-003.000 That part of the South Half of the Southwest Quarter of the Southwest Quarter of Section 12, Township 24 North, Range 14 East, in Shelby County, Alabama LYING West of the road known as Bobcat Trail.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/01/2019 09:59:19 AM
\$24.00 CHARITY
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Allen S. Bayl