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DEEDS 1/8

This Instrument Prepared By:

Justin Smith
173 Tucker RD Ste 201
Helen, AL 35080

Send Tax Notice To:

S & M Development, LLC
3360 Davey Allison Blvd.
Hueytown, AL 35023

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 **CAMELLIA MET MINING, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor"), by **S & M Development, LLC**, an Alabama 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 its right, title and interest in and to the real estate, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (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 from past mining and/or gas or oil producing operations of Grantor, or its assigns, lessees, licensees, grantees, 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, aggregate 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, grantees, 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, for itself 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, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Solid Wastes Disposal Act of 1969, the Alabama Air Pollution Control Act of 1971, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987, the Federal Clean Air Act, as amended 1990, and the Best

Management Practices of the Alabama Department of Environmental Management or any other local, state, or federal laws, rules, regulations, or ordinances; and to *indemnify, defend, and hold Grantor harmless from and against* 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 Deed, "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 substances or waste pursuant to CERCLA, RCRA, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Solid Wastes Disposal Act of 1969, the Alabama Air Pollution Control Act of 1971, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987, the Federal Clean Air Act, as amended 1990, and the Best Management Practices of the Alabama Department of Environmental Management, 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.

Without limiting the foregoing, Grantee, by acceptance of this deed, hereby releases Grantor, its officers, directors, shareholders, parent companies, affiliated companies, employees, agents, successors and assigns (collectively, "Grantor Parties"), and agrees to indemnify, defend and hold Grantor Parties harmless, from and against any and all claims, losses, demands, costs, expenses, liabilities, damages and judgments, including personal injury, death or damage to property arising or resulting from, in whole or in part, or in any way connected with (i) the past, current or future use of the Property by Grantee, its successors, assigns or lessees and any person or entity which shall acquire any property interest or right (equitable, beneficial, direct or otherwise) with respect to all or any portion of the Property (collectively, "Grantee Parties") and/or (ii) any and all mining operations or other use of the Property prior to or after the date of this deed, irrespective of whether or not resulting in whole or in part from the negligent acts or negligent omissions of any Grantor Parties or their respective predecessors, successors, assigns, licensees, lessees or contractors including without limitation the existence (now or hereafter) of gob piles, mine shafts, mine entries, other mine structures and surface subsidence.

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 set forth in Exhibit C attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

Grantor EXPRESSLY RESERVES unto itself and does not convey to Grantee any subsurface strata including but not limited to all of the coal, oil, gas and coalbed methane, and any and all other minerals, whether or not similar to the foregoing despite any proximity to the surface of the Property, including without limitation, all red rock and other colored rock, whether currently stockpiled on the surface of the Property or otherwise, together with all rights, rights-of-way and easements necessary or convenient to develop and use such property to the fullest extent possible including but not limited to the following: the right to enter the surface of the Property to explore for, drill for, develop, produce and transport the oil and gas, the right to take, mine, remove, and transport all of the coal, and other minerals and any other strata underlying the surface of the Property, the right to enter the surface of the Property to drill core holes for coal exploration purposes and build shafts for entry, supply drops, ventilation, or otherwise, and the right to exercise all of the foregoing rights without liability for any damage or injury to the surface of the Property, or any waters, water courses, timber, facilities, improvements or anything else thereon or that may be placed thereon in the future. The foregoing rights reserved by Grantor herein expressly includes the right to mine the coal underlying the Property by strip, auger, highwall, or other surface mining methods. Grantee acknowledges and agrees that if, in the exercise of the foregoing reserved rights, Grantee, or its successors and assigns, cuts and removes timber from the Property, Grantor may be entitled to compensation for such cutting and removal pursuant to that certain Lots or Other Unimproved Land Sales Contract entered into by the parties hereto on June 12, 2020, the terms of which are incorporated herein.

Grantor FURTHER EXPRESSLY RESERVES an easement and right of way for access to and from properties owned by Grantor over and across that certain roadway or roadways currently lying on the Property and depicted on the map attached as Exhibit B, which easement and right of way shall be deemed a covenant running with the lands of Grantor. To the extent of Grantor's rights in and to such roadways, Grantor conveys to Grantee an easement and right of way over the same for access to and from the Property.

The information below is being provided in accordance with *Code of Ala.* (1975), Section 40-22-1:

Grantor's Name: Camellia Met Mining, LLC
Mailing Address: 3400 County Road 260
Alabaster, Alabama 35114

Grantee's Name: S & M Development, LLC
Mailing Address: 3360 Davey Allison Blvd.
Hueytown, AL 35023

Property Address: See Exhibit A hereto

Fair Market Value: \$140,500.00

[Signature Page Follows]

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 13th day of July, 2020.

CAMELLIA MET MINING, LLC

By: Brian O'Dea
Brian O'Dea, President and Executive Director

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian O'Dea, whose name as President and Executive Director of Camellia Met Mining, LLC, a Delaware 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 instrument, he/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 13TH day of July, 2020.

Romy Brown
Notary Public

[SEAL]

My Commission Expires: 10-28-2020

My Commission Expires
October 28, 2020

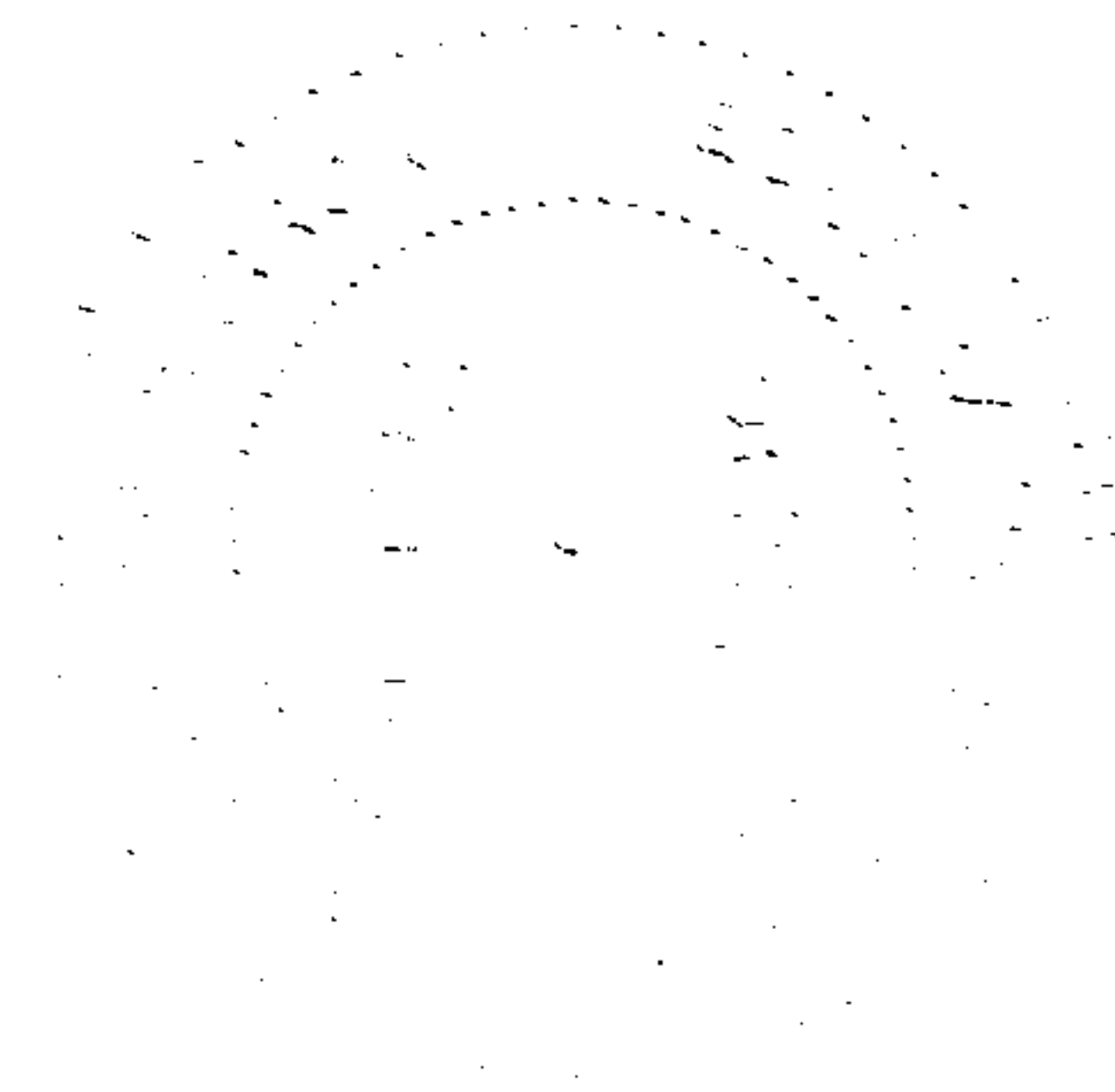


Exhibit A to Statutory Warranty Deed

Legal Description of Property

A parcel of land, being a portion of the Southwest 1/4 of the Southeast 1/4, the Southeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe found and locally accepted to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 46 degrees 31 minutes 52 seconds West for a distance of 1422.55 feet to a railroad spike set in the center of a gravel road, said point being on a curve to the right, having a radius of 1099.40 feet, a chord bearing of North 50 degrees 49 minutes 20 seconds East and a chord length of 227.67 feet; thence along the arc of said curve and along said centerline for an arc distance of 228.08 feet to a point of a reverse curve to the left, having a radius of 700.00 feet, a chord bearing of North 45 degrees 33 minutes 52 seconds East and a chord length of 271.88 feet; thence along the arc of said curve, continuing along said centerline, for a distance of 273.62 feet to a point of a reverse curve to the right, having a radius of 1115.00 feet, a chord bearing of North 40 degrees 24 minutes 43 seconds East and a chord length of 234.86 feet; thence along the arc of said curve, continuing along said centerline for a distance of 235.30 feet to a point of a reverse curve to the left, having a radius of 2000.00 feet, a chord bearing of North 42 degrees 22 minutes 14 seconds East and a chord length of 285.08 feet; thence along the arc of said curve, continuing along said centerline for a distance of 285.32 feet to a point of a reverse curve to the right, having a radius of 2020.00 feet, a chord bearing of North 39 degrees 11 minutes 42 seconds East and a chord length of 64.25 feet; thence along the arc of said curve, continuing along said centerline for a distance of 64.26 feet to a railroad spike set ; thence leaving said centerline, South 45 degrees 05 minutes 29 seconds East for a distance of 2008.50 feet to a 1/2" rebar set; thence South 44 degrees 54 minutes 31 seconds West for a distance of 421.76 feet to a 1/2" rebar set on the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence South 87 degrees 36 minutes 31 seconds West along said South line for a distance of 848.67 feet to the POINT OF BEGINNING. Containing 44.06 acres, more or less.

ALSO,

A parcel of land situated in Sections 13 & 18, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe found and locally accepted to be the Southwest corner of said Section 18; thence North 00 degrees 29 minutes 25 seconds West along the West line of said Section 18 for a distance of 976.56 feet to a 5/8" rebar found (Drummond); thence leaving said West line, South 87 degrees 23 minutes 38 seconds East for a distance of 1282.72 feet to a 5/8" capped rebar found (Drummond) on the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 18; thence North 00 degrees 30 minutes 21 seconds West along said West line for a distance of 1364.69 feet to a railroad spike in the center of a gravel road; thence along centerline of said gravel road South 67 degrees 55' 46" West for a distance of 108.37 feet to a curve to the right having a radius of 277.54 feet and a chord bearing of South 84 degrees 17' 14" West and a chord distance of 156.33 feet; thence along said centerline curve to the right an arc distance of 158.47 feet to a point on a reverse curve to the left having a radius of 1170.33 feet and a chord bearing of South 87 degrees 36' 25" West with a chord distance of 528.05 feet; thence along said centerline curve an arc distance of 532.64 feet to a railroad spike in the centerline of a gravel road; thence leaving said centerline South 44 degrees 54' 31" West for a distance of 3218.51 feet a 1/2" rebar; thence North 87 degrees 36' 31" East 1796.34 feet to the POINT OF BEGINNING. Containing 70.00 acres, more or less.

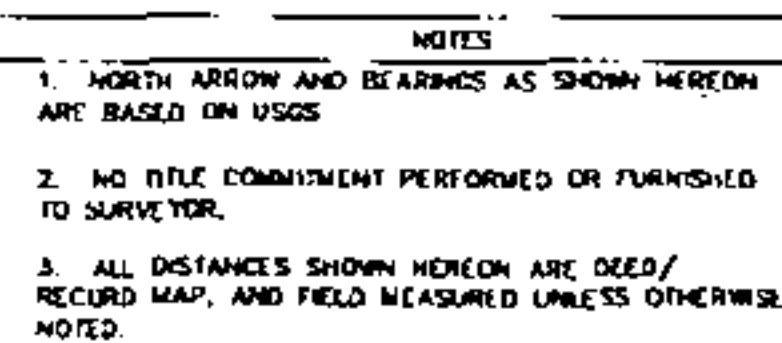


Exhibit C to Statutory Warranty Deed

Permitted Encumbrances

1. Access & License Agreement dated April 14, 2020 entered into by and between Yeshic, LLC and Camellia Met Mining, LLC
2. Right of Entry Agreement entered into by and between Grantor and Grantee of even date herewith
3. Rail Loop and Loadout Agreement entered into by and between Grantor and Grantee of even date herewith
4. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
6. Any facts, rights, interests, or claims that are not shown in the Public Records, but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.
7. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Property and not shown by the Public Records.
9. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after the date hereof, not shown by the Public Records.
10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Property or produced from the Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
11. Reservations, Conditions, Easements, Leases, Exceptions, Mineral and Mining Rights and Release of Damages as contained in that certain deed from Southern Electric Generating Company to Jesse Creek Mining, LLC recorded in Instrument No. 20180326000097530 in the Probate Office of Shelby County, Alabama.
12. Easement for Road and Gas and/or Water Line Over Portion of SEGCO Lands in favor of GEOMET, INC. dated 03/14/2005 filed at Instrument #20060422000192570 in the Probate Office of Shelby County, Alabama.
13. Assignment, Bill of Sale and Assumption Agreement in from Calera Gas, LLC, as Assignor in favor of Calera Gathering, LLC as Assignee recorded at Instrument #20090724000345550.

14. Resolution to vacate roadway recorded at Instrument #20020611000275430.
15. Easement set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company dated 10/08/1958 filed at Book 196, Page 161.
16. Subject to reservations set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company dated 10/08/1958 filed at Book 196, Page 161.
17. Subject to reservations set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company dated 09/27/1960 filed at Book 211, Page 648.
18. Subject to reservations set forth in deed from Kimberly Clark Corporation to Southern Electric Generating Company dated 11/06/1964 filed at Book 357, Page 826.
19. Land Exchange Agreement between Southern Electric Generating Company and Kimberly-Clark Corporation dated 06/01/1989 filed at Deed Book 264, Page 446.
20. Remaining reclamation and abandonment procedure access rights of lessee pursuant to that certain Property and Mining Lease Termination dated February 28, 2018, by and between the Company, as lessor, and Twin Pines, LLC, or its subsidiary Yeshic, LLC, and assignee of Twin Pines Coal Company, Inc., as tenant.
21. Subject to rights of others as to access road to the adjacent "Hubbard" tract of land.
22. Easement or Right of Way granted by Southern Electric Generating Company to Southern Railway Company dated June 7, 1963 and recorded in Book 532, at Page 1245 in the Office of the Judge of Probate for Shelby County, Alabama.
23. Agreement regarding Mineral Lease as recorded in Instrument #20170607000200070.
24. Coal Mining Lease as recorded in Instrument #20170502000151300, Amended in Instrument #20180326000097550.
25. Right of Way to Alabama Power Company as recorded in Instrument #20180607000201650 in the Probate Office of Shelby County, Alabama.
26. Mineral Lease as recorded in Instrument #20170607000200060.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl