

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



20201019000473830 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
10/19/2020 12:44:00 PM FILED/CERT

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Million Three Hundred Forty Thousand and no/100 Dollars (\$1,340,000.00) 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.

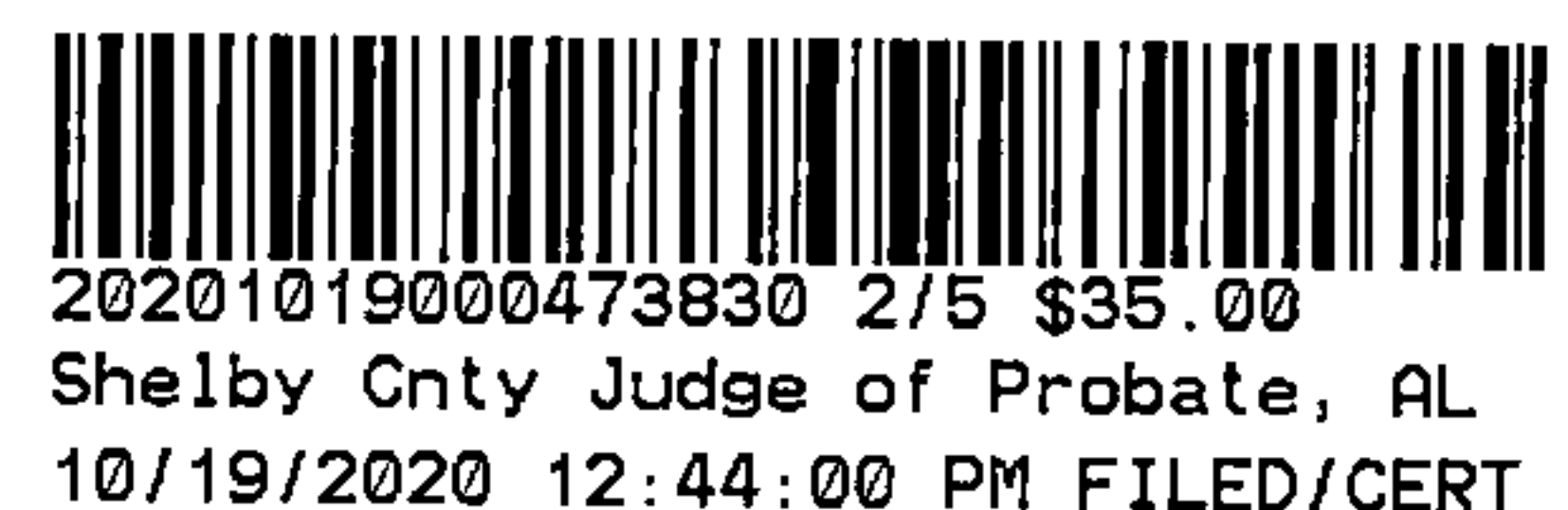
GRANTOR hereby reserves for itself and its successors and assigns the following: (i) all oil, gas, and minerals presently owned by GRANTOR located in, on, or under the Property, including the right to convey or the right to execute leases with respect to the GRANTOR's interest in any and all of said 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 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 2021 and subsequent years not yet due and payable, easements, restrictions, rights of way, and permits of record.



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 14th day of October, 2020.

The Westervelt Company, Inc.

by:

James J. King, Jr., as its Vice President

STATE OF ALABAMA

COUNTY OF Escalosa

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 14th day of October, 2020.

Notary Public

My commission expires:

MY COMMISSION EXPIRES DEC. 12, 2021



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EXHIBIT "A"
LEGAL DESCRIPTION

The following property located in Section 19, Township 21 South, Range 1 West, Shelby County, Alabama:

All that part of the Southeast Quarter of Section 19, lying South of Big Creek;

All that part of the Southwest Quarter of Section 19, less and except a portion of that property sold to Shelby County, Alabama, by deed dated March 20, 2002, as recorded in Instrument #2002-13450, being more particularly described as follows:

Parcel One:

A parcel of land in Sections 19 and 30, Township 21 South, Range 1 West, and Section 24, Township 21 South, Range 2 West, being the same land described in a deed to Gulf States Paper Co., recorded in Deed Book 193, at Page 41, of the Real Property Records of Shelby County, Alabama. Said parcel of land being more particularly described as follows: Commencing at the Northwest corner of Section 30; thence North 88 degrees 07 minutes 00 seconds East, along the North line of said Section, a distance of 25.08 feet to the point of beginning on the East line of the existing Shelby County Landfill; thence South 00 degrees 38 minutes 31 seconds West, along the East line of said landfill, a distance of 1322.41 feet to an axle, found at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 30; thence South 65 degrees 05 minutes 53 seconds East, a distance of 730.67 feet, to a point; thence North 88 degrees 57 minutes 26 seconds East, a distance of 1339.67 feet, to a point; thence North 00 degrees 22 minutes 07 seconds West, a distance of 1143.78 feet to a 1/2-inch rebar set, with a cap stamped "S. Wheeler CA 0502"; thence North 00 degrees 22 minutes 07 seconds West, a distance of 2687.65 feet to a 1/2-inch rebar set, with a cap stamped "S. Wheeler CA 0502"; thence South 89 degrees 36 minutes 51 seconds West, a distance of 4072.78 feet to a 1/2-inch rebar set, with a cap stamped "S. Wheeler CA 0502"; thence South 00 degrees 39 minutes 39 seconds West, a distance of 1567.36 feet to a 1/2-inch rebar found, with a cap stamped "Farmer", on the Northwest corner of said landfill; thence South 89 degrees 19 minutes 23 seconds East, along a North line of said landfill, a distance of 2134.96 feet to a 1/2-inch rebar found, with a cap stamped "Farmer"; thence South 00 degrees 38 minutes 31 seconds West, a distance of 605.90 feet to the point of beginning. According to the survey of Sid Wheeler, RPLS No 16165, dated May 10, 2001, Revision No. 2, dated February 12, 2002.

All that part of the Southeast Quarter of the Northwest Quarter, lying south of Big Creek;

All that part of the Southwest Quarter of the Northeast Quarter, lying South of Big Creek.



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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 _____

Total Purchase Price \$ 1,340,000.00

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 10-14-2020

Sign T Ray Cole
(Grantor/Grantee/Owner/Agent) circle one

Print T Ray Cole, Jr

☐ Unattested

(Verified by)