This Instrument Prepared By:

Victor Haley Eversheds Sutherland 999 Peachtree Street, NE Atlanta, GA 30309-3996 (404) 853-8000

When recorded return to:

202011120000518440 1/8 \$47.00 Shelby Cnty Judge of Probate, AL

Shelby County, HL 11.
State of Alabama

Deed Tax: \$4.00

STATE OF ALABAMA

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COUNTY OF SHELBY

# STATUTORY WARRANTY DEED

#### KNOW ALL MEN BY THESE PRESENTS:

That **FOR AND IN CONSIDERATION** of the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **SWEETWATER PROPERTIES, LLC**, a Delaware limited liability company, duly authorized by law to transact business in the State of Alabama, herein after referred to as the "**Grantor**," does hereby GRANT, BARGAIN, SELL and CONVEY unto **KEVIN BROWN**, a resident of the State of Alabama, hereinafter referred to as the "**Grantee**," his heirs, successors, and assigns, the real property (the "Property") situated, lying and being in the County of Shelby and State of Alabama, as described on **EXHIBIT A** attached hereto and made a part hereof for all purposes, and (i) any improvements thereon, and (ii) all timber growing thereon, and (iii) all roads, bridges and other infrastructure improvements thereon (to the extent owned by Grantor), and (iv) all minerals that may be owned by Grantor, including sand, clay or gravel of any kind or nature, and (v) any other privileges, easements, covenants and other rights appertaining thereto (collectively, the "Premises").

Without expanding by implication the limited warranty set forth herein, this conveyance and the warranty of title set forth herein are made subject to the matters set forth on **EXHIBIT B** attached hereto, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property, said exhibit being incorporated herein by reference for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Premises, together with the privileges and appurtenances thereunto properly belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the Premises unto Grantee, its successors and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor, but not otherwise, and subject to the matters set forth herein.

The conveyance of any minerals conveyed to Grantee herein is hereby made by Grantor purely by quitclaim and accepted by Grantee without any warranty by Grantor, either express or implied, without recourse against Grantor.

The effective date of this conveyance shall be November 12, 2020.

Address of Grantor:

Sweetwater Properties, LLC c/o Resource Management Service, LLC 31 Inverness Center Parkway Suite 200 Birmingham, AL 35242 (800) 995-9516

Address of Grantee: Kevin Brown 1014 Tuckers Pass

Centreville, AL 35042

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[SIGNATURE PAGE FOLLOWS]

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	· · · · · · · · · · · · · · · · · · ·
	Sweetwater Properties, LLC, a Delaware limited liability company
	By:
	Name: Craio Blair
	Title: Vice President
SȚATE OF ALABAMA	
COUNTY OF SHELBY	) ACKNOWLEDGEMENT )
	or said County and State, hereby certify that e as Vice President of Sweetwater Properties,
LC, 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, with full authority as such officer, executed the same voluntarily for and as the act of said company.	
GIVEN UNDER MY HAND AND OFFICI	AL SEAL, this the day of
My commission expires: 06-04-2024	Notary Public of Alabama
SEAL SINE 4, 202 PM	Printed Name: Stephanie Coffee

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### **EXHIBIT A**

# LEGAL DESCRIPTION Shelby County, Alabama

I, Roger Moore, a Registered Professional Land Surveyor in said county and state, hereby certify the following to be a true and accurate description of the above map or plat, to-wit:

#### Parcel No. 1

A parcel of land containing 0.96 acre, located in the West 1/2 of the SE 1/4, Section 9, Township 22 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at an iron pin marking the South-West corner of the NE 1/4 of the SE 1/4, said point being the point of beginning; thence run North 0 degrees 59 minutes 01 seconds East along the West boundary of said 1/4-1/4 section 290.63 feet to an iron pin at the intersection of the Southeast right of way of Shelby County Highway No. 54; thence run North 67 degrees 15 minutes 20 seconds East along said right of way 137.47 feet to an iron pin at the intersection of the West margin of Oak Limb Road; thence run South 12 degrees 04 minutes 24 seconds West along said road margin 740.37 feet to an iron pin at the intersection of the West boundary of the SE 1/4 of the SE 1/4; thence run North 03 degrees 28 minutes 27 seconds East along said boundary 380.96 feet to the point of beginning.

In accordance with my survey this the 13th day of October, 2020.

Roger Moore, Professional L.S. Reg. No. 13185

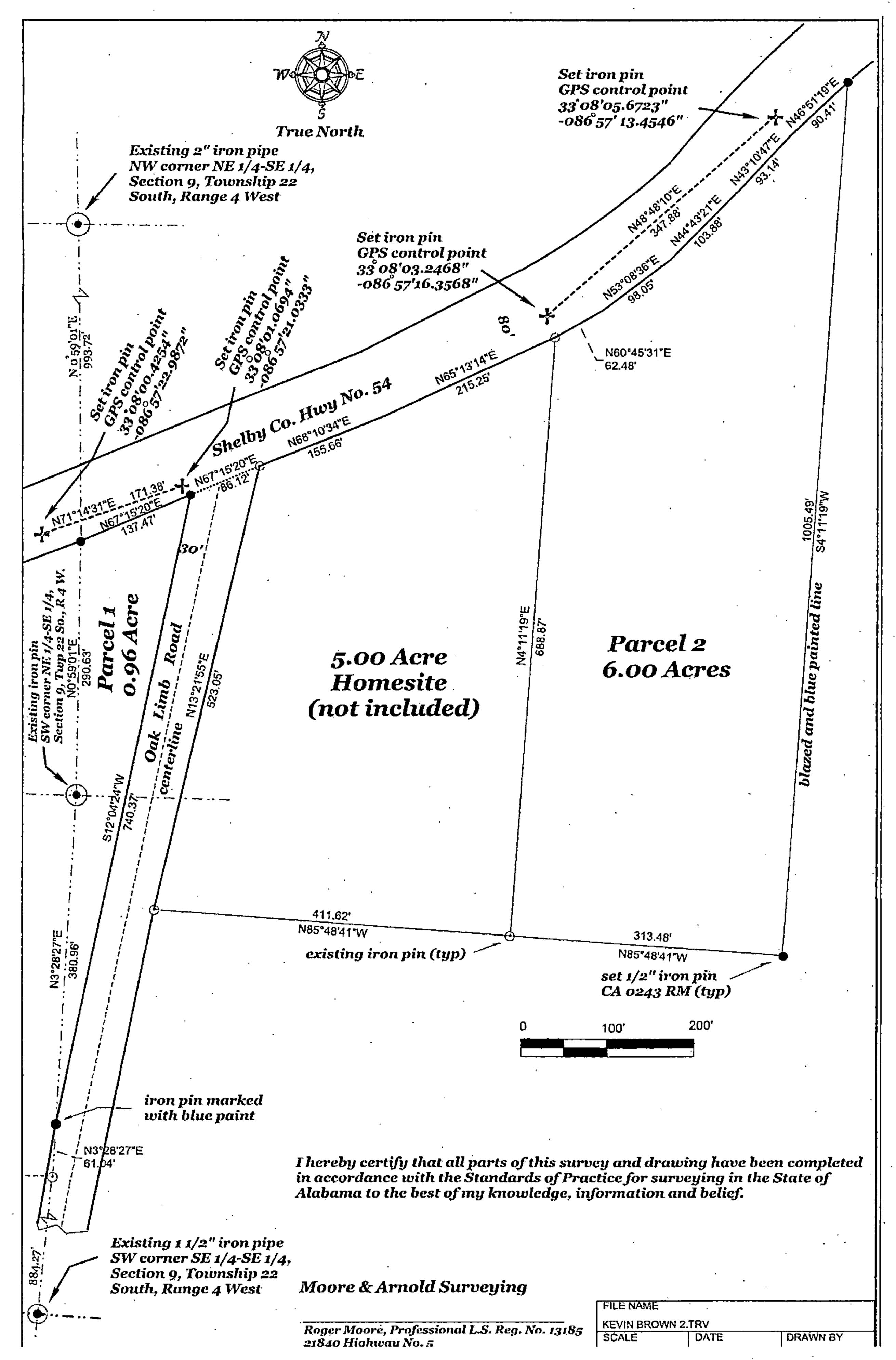
Being a portion of the property conveyed by Cahaba Timberlands LLC to Sweetwater Properties LLC by deed dated February 17, 2014 and recorded as Instrument No. 20140428000125330 on April 28, 2014, Shelby County records

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# EXHIBIT B

#### PERMITTED EXCEPTIONS

- 1. Ad valorem taxes not yet due and payable.
- 2. All existing zoning restrictions.
- 3. All matters that would be revealed by an accurate survey of the Property.
- 4. Riparian rights of others in and to any creeks, rivers, lakes or streams located on the Property.
- 5. All prior conveyances, transfers and reservations of oils, gas, coal, lignite, clay, sand, coal bed methane and other minerals of any kind or character or any interest therein.
- 6. All matters appearing in the public records of Shelby County, properly indexed, and in the chain of title to the Property, or any portion of the Property.
- 7. Rights of third persons and/or public authorities and utilities in and to that portion of the Property located within the boundaries of roads, highways, easements, and rights-of-way, whether of record, on the ground or acquired through prescription.
- 8. Rights of parties in possession pursuant to the leases, licenses and agreements separately assigned by Grantor and assumed by Grantee, if any.

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# WRITTEN CONSENT OF

# THE MANAGER OF SWEETWATER PROPERTIES LLC a Delaware limited liability company

The undersigned, being the Manager (the "Manager") of Sweetwater Properties LLC, a Delaware limited liability company (the "Company"), hereby consents in writing, in accordance with the Company's Limited Liability Company Agreement (the "Agreement"), to the adoption of the following resolutions:

## APPROVAL OF SALE OF PROPERTY

WHEREAS, the Manager has determined that it is advisable and in the best interest of the Company to convey that certain tract or parcel of land in Shelby County, State of Alabama, described as Compartment No. CB-5902 (ID 21076) (the "Property") as more fully described in that certain Real Estate Sales Contract with an effective date of September 9, 2020 by and between Company, as Seller, and Kevin Brown, as Buyer (the "Purchase and Sale Agreement").

NOW, THEREFORE, BE IT RESOLVED, the Manager hereby approves, confirms and ratifies the sale of the Property on the terms and conditions set forth in the Purchase and Sale Agreement, the execution, delivery and performance of the Purchase and Sale Agreement and the execution, delivery and performance of all other documents relating to the same, in all respects.

#### OTHER ACTS

RESOLVED, that the officers of the Manager and the Company, each as authorized under the Agreement, be, and hereby are authorized, empowered and directed to do all other things and acts, to execute and deliver all other instruments, documents and certificates (collectively, "Documents"), and to pay all costs, fees and taxes as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions (collectively, the "Acts"), and that all of the acts and deeds of the officers of the Manager and of the Company that are consistent with the purposes and intent of such resolutions be, and hereby are, in all respects, approved, ratified, confirmed and adopted as the acts and deeds of the Manager and Company.

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# **AUTHORITY**

RESOLVED, that any or each of Charlie Cornish, as President of the Company, Dennis DuBose, as Vice President and Secretary of the Company, and/or Craig Blair or W.A. Hinson III, each as Vice President of the Company, has authority to execute and deliver any and all Documents in connection with the foregoing and to take any Acts as he deems proper in consummating the transfer described above.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the day written below.

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Resource Management Service, LLC, Manager of Sweetwater Properties LLC

By:
Name: Claig Bi

Title: President

100-2, 2020