



20210112000019970 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
01/12/2021 03:09:41 PM FILED/CERT

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Coshatt Properties
4900 Coshatt Drive
Birmingham, AL 35244

STATE OF ALABAMA)

STATUTORY WARRANTY DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Two Forty Thousand and No/100 (\$240,000.00)**, and other good and valuable consideration, this day in hand paid to the undersigned, **SHERMAN INDUSTRIES, LLC**, a Delaware limited liability company, formerly known as **Sherman Industries, Inc.**, an Alabama corporation, by name change from **Sherman International Corp.**, an Alabama corporation (hereinafter referred to as **GRANTOR**), (**"For Recording Purposes: this deed is to be indexed under the following names: Sherman Industries, LLC, Sherman Industries, Inc. and Sherman International Corp."**) in hand paid by the **GRANTEE** herein, the receipt whereof is hereby acknowledged, the **GRANTOR** does hereby give, grant, bargain, sell and convey unto the **GRANTEE, COSHATT PROPERTIES, an Alabama company**, (hereinafter referred to as **GRANTEE**), its successors and assigns, with Special Warranty of Title, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

All that certain real property, being located in Shelby County, Alabama and more particularly described on "Exhibit A" hereto, which "Exhibit A" is incorporated herein by reference (the "Premises").

PROVIDED THAT Grantee agrees for itself and on behalf of Grantee's successors and assigns that for a period of ninety-nine (99) years from the date of this deed, Grantee will not (a) manufacture or produce or offer for sale any precast pipe, in any form, (b) manufacture or produce or offer for sale any ready-mix concrete, in any form, (c) or lease the Property in whole or in part or otherwise grant or demise an interest in the Property for the above-described manufacture or storage, without the prior written consent of Grantor. Breach of this provision would cause irreparable harm to Grantor, therefore Grantor shall be entitled to immediate injunctive relief.

There is further excepted from this Deed and the warranty contained herein, and Grantor hereby reserves unto itself, its successors and assigns, in addition to all presently outstanding mineral interests, all the oil, gas, Sulphur, salt, sand and gravel, limestone and minerals, both hydrocarbon and non-hydrocarbon, of every kind and character, in, on and under the Property. Grantor hereby waives its rights to ingress and egress to and from the Property for the purpose of exploring for and producing said minerals and materials, and Grantor also hereby waives the right to use the surface of the Property, and agrees that, without Grantee's prior written consent, which may be granted or withheld in Grantee's sole discretion, Grantor shall be prohibited from taking, or having taken, any action in connection with Grantor's rights under the reservation herein which would damage, interfere, or result in improvements or alterations to Grantee's improvements or operations on the Property.

SUBJECT FURTHER TO:

(1) all legal highways and to easements, restrictions and reservations of record; (2) such facts as an accurate survey and inspection of the Premises would disclose; (3) taxes for the current year not yet due and payable; and (4) the restriction that no quarry shall be conducted

CLAYTON T. SWEENEY, ATTORNEY AT LAW

thereon.

The Grantor herein, Sherman Industries, LLC, a Delaware limited liability company, was formerly known as Sherman Industries, Inc., an Alabama corporation. Sherman Industries, Inc. filed a certificate of conversion of the corporation into a limited liability company in the State of Delaware on December 29, 2008. Sherman Industries, Inc. changed its name with the Alabama Secretary of State from Sherman International Corp. on March 8, 2010.

A mortgage loan is being closed simultaneously herewith and the proceeds of said mortgage are being applied to the purchase price of the property conveyed herein.

This instrument is executed as required by the Articles of Organization and Operational Agreement of said LLC and same have not been modified or amended.

TOGETHER with all and singular rights, privileges, tenements, hereditaments and appurtenances, thereunto belonging, or in anywise appertaining.

AND the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except as described herein.


IN WITNESS WHEREOF, said GRANTOR has through its duly authorized representative hereunto set its hand and seal this the 17 day of **December, 2020**.

Sherman Industries, LLC,
a Delaware limited liability company

By: [Signature]
Kurt Milliman

Its: Vice President and General Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)


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I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Kurt Milliman, whose name as Vice President and General Manager of Sherman Industries, 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 the Instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 17 day of December, 2020.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8-1-22



EXHIBIT "A"

Parcel I

Tract 7, of Jessica Ingram Survey, as recorded in Map Book 3, at Page 54, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

LESS AND EXCEPT:

A portion of Tract 7, of the Jessica Ingram Survey, as recorded in Map Book 3 Page 54 in the Office of the Probate Judge of Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Lot 7 and run in an Easterly direction along the North line of said Lot 7 a distance of 557.40 feet to a point; thence turn a left interior angle of 92 deg. 54 min. 42 sec. and run parallel to the West line of said Lot 7 a distance of 135.27 feet to a point; thence turn a left interior angle of 87 deg. 04 min. 26 sec. and run parallel to the South line of said Lot 7 a distance of 557.41 feet to a point on the West line of said Lot 7; thence turn a left interior angle of 92 deg. 55 min. 34 sec. and run along the West line of said Lot 7 a distance of 135.13 feet to the point of beginning, making a closing left interior angle of the first described course of 87 deg. 05 min. 18 sec.; being situated in Shelby County, Alabama.

Parcel II

ALSO, a parcel of land 30 feet wide to be used as an access easement, described as follows: Commence at the Southwest corner of said Lot 7, and run in a Northerly direction along the West line of said Lot 7 a distance of 30.04 feet to the Southwest corner of the above described parcel of land; thence turn a left interior angle of 87 deg. 04 min. 26 sec. and run along the South line of the above described parcel of land a distance of 557.41 feet to the Southeast corner of said described parcel; thence turn a left interior angle of 92 deg. 55 min. 34 sec. and run a distance of 30.04 feet to a point on the South line of said Lot 7; thence turn a left interior angle of 87 deg. 04 min. 26 sec. and run along the South line of said Lot 7 a distance of 557.41 feet to the point of beginning of the herein described 30 foot wide access easement making a closing left interior angle of 92 deg. 55 min. 34 sec.; being situated in Shelby County, Alabama.



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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	Sherman Industries, LLC	Grantee's Name	Coshatt Properties
Mailing Address	3237 Satellite Blvd., Bldg 300, Ste 210 Atlanta, GA 30096	Mailing Address	4900 Coshatt Drive Birmingham, AL 35244
Property Address	7059 Meadowlark Lane Birmingham, AL 35242	Date of Sale	<u>December 18, 2020</u>
		Total Purchase Price	\$ <u>240,000.00</u>
		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)

- | | |
|---|--|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal/ Assessor's Appraised Value |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other - property tax redemption |
| <input checked="" type="checkbox"/> Closing Statement | |

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.

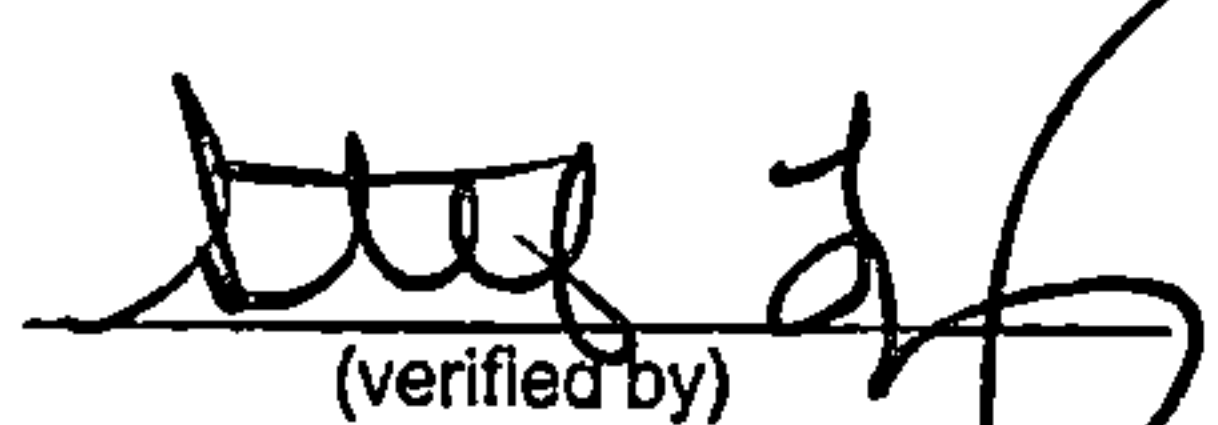
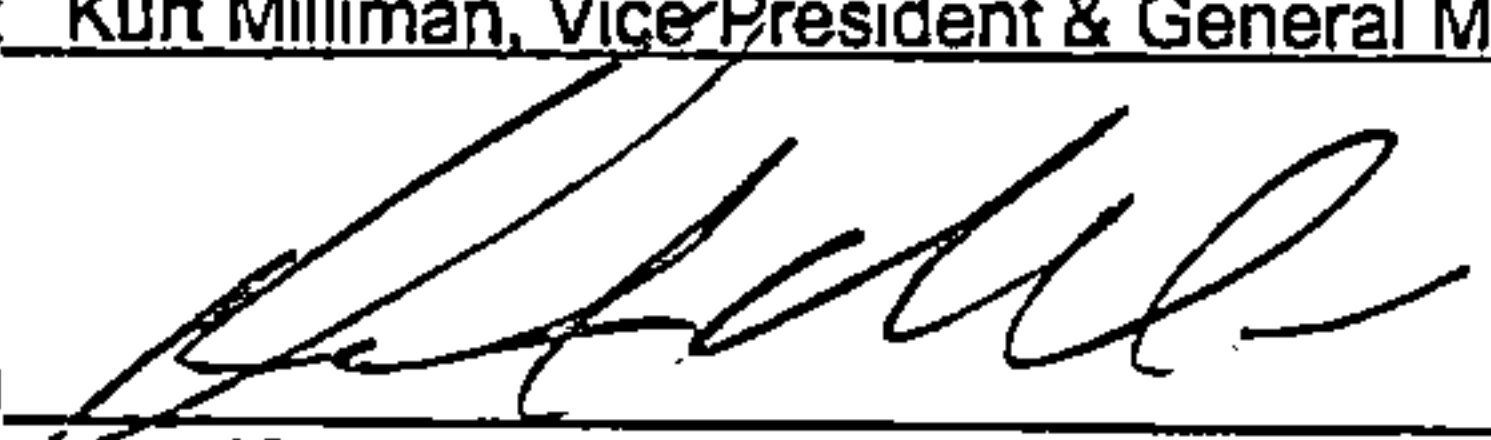
Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

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	<u>12-18-2020</u>	Sherman Industries, LLC
		Print <u>Kurt Milliman, Vice President & General Manager</u>
<input checked="" type="checkbox"/> Unattested	 (verified by)	Sign  (Grantor/Grantee/Owner/Agent) circle one