

THIS INSTRUMENT PREPARED BY:
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Birmingham; AL 35243

Send tax notices to:
Coosa Composites Holdings, LLC
c/o JBA Capital, LLC
6001 River Road, Suite 100
Columbus, GA 31904
Attn: Robert Raybon

| STATE OF ALABAMA | ) |
|------------------|---|
| COUNTY OF SHELBY | ) |

# GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to H. MONROE PROPERTIES, L.L.C., an Alabama limited liability company ("Grantor"), by COOSA COMPOSITES HOLDINGS, LLC, a Georgia limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Shelby County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever.

It is expressly understood and agreed that this General Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

Part of the consideration paid for this conveyance has been paid out of the proceeds of a mortgage loan closed simultaneously herewith.

And Grantor, for Grantor, and Grantor's successors and assigns, covenants with Grantee, and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor and Grantor's successors and assigns, shall warrant and defend the same to Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons other than persons claiming under the Exceptions.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

| Grantor's Name and Mailing Address:    | Grantee's Name and Mailing Address: |
|--|-------------------------------------|
| H. Monroe Properties, L.L.C.           | Coosa Composites Holdings, LLC      |
|  | C/O JBA Capital, LLC                |
| 2325 Tanglewood Brook Lane             | 6001 River Road, Suite 100          |
| Birmingham, Alabama 35243              | Columbus, GA 31904                  |
|  |                                     |
| Property Address:                      | 105 Pardue Road                     |
|  | Pelham, AL 35124                    |
| Date of Sale:                          | July 2, 2021                        |
| Purchase Price:                        | \$1,830,000 Parcel 1                |
|  | \$ 400,000 Parcel 2                 |
| The Purchase Price can be verified in: | Closing Statement                   |

[Signature on following page]

Shelby Cnty Judge of Probate, AL 07/02/2021 02:24:06 PM FILED/CERT

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be effective as of the Date of Sale referenced above, although actually executed on the date set forth in the acknowledgment below.

# **GRANTOR:**

H. MONROE PROPERTIES, L.L.C.,

an Alabama limited liability company

By:
Name: Harry E. Monroe, III
Its: Authorized Member

STATE OF ALABAMA )
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Harry E. Monroe, III, whose name as the authorized member of **H. MONROE PROPERTIES, L.L.C.**, an Alabama 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, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this

, 2021.

Notary Public

**AFFIX SEAL** 

My commission expires:

07/02/22

07/02/2021 02:24:06 PM FILED/CERT

#### **EXHIBIT A**

# Description of the Property

#### PARCEL 1:

Commence at the NW corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 00 degrees 10 minutes 19 seconds East a distance of 1309.75 feet; thence South 89 degrees 37 minutes 07 seconds East a distance of 238.25 feet; thence South 89 degrees 47 minutes 56 seconds East a distance of 282.63 feet to the POINT OF BEGINNING; thence continue South 89 degrees 47 minutes 56 seconds East a distance of 138.40 feet; thence South 00 degrees 08 minutes 34 seconds East a distance of 349.82 feet; thence North 89 degrees 58 minutes 36 seconds West a distance of 199.24 feet to a point on the Northerly R.O.W. line of Pardue Road; thence South 89 degrees 05 minutes 01 seconds West and along said R.O.W. line a distance of 25.23 feet; thence North 00 degrees 04 minutes 36 seconds West and leaving said R.O.W. line a distance of 37.20 feet; thence North 36 degrees 40 minutes 13 seconds East a distance of 72.42 feet; thence South 89 degrees 00 minutes 17 seconds East a distance of 42.24 feet; thence North 00 degrees 03 minutes 13 seconds West a distance of 256.07 feet to the POINT OF BEGINNING.

## PARCEL 2:

Commence at the NW corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 00 degrees 10 minutes 19 seconds East a distance of 1309.75 feet; thence South 89 degrees 37 minutes 07 seconds East a distance of 238.25 feet; thence South 89 degrees 47 minutes 56 seconds East a distance of 421.03 feet to the POINT OF BEGINNING; thence South 00 degrees 08 minutes 34 seconds East a distance of 349.82 feet; thence North 89 degrees 58 minutes 36 seconds West a distance of 199.24 feet to point on the Northerly R.O.W. line of Pardue Road; thence South 00 degrees 42 minutes 26 seconds West, leaving said Northerly R.O.W. line and along Westerly R.O.W. line of Pardue Road, a distance of 51.95 feet; thence South 89 degrees 32 minutes 05 seconds East and leaving said R.O.W. line a distance of 70.38 feet; thence South 01 degrees 01 minutes 51 seconds West a distance of 47.22 feet; thence North 89 degrees 47 minutes 10 seconds East a distance of 425.20 feet to the Westerly R.O.W. line of Huntley Parkway; thence North 01 degrees 08 minutes 50 seconds East and along said R.O.W. line a distance of 449.13 feet; thence South 89 degrees 46 minutes 52 seconds West and leaving said R.O.W. line a distance of 304.71 feet to the POINT OF BEGINNING.

# **EXHIBIT B**

## **Exceptions**

- 1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
- 2. Any minerals or mineral rights not owned by Grantor.
- 3. Right of Way granted to Alabama Power Company a set out in instrument(s) recorded in Deed Book 127, Page 408; Instrument # 20160721000255150; and Instrument # 20141119000364630.
- 4. Right of Way to Shelby County as recorded in Deed Book 180, Page 58.
- 5. Restrictions appearing of record in Real Volume 320, Page 378.
- 6. Terms, Agreements and right of way with Shelby County Health Department as recorded in Instrument # 1998-32911.
- 7. Conditions as set out in Deed Book 100, Page 65.
- 8. Roadway and Easements Agreement as recorded in Instrument # 20061127000574740.
- 9. Easement to Bellsouth Telecommunications, Inc. as recorded in Instrument # 20060427000197140.
- 10. Ingress/Egress and Driveway Easement by and between H. Monroe Properties, L.L.C. and Coosa Composites Holdings, LLC, dated July 2, 2021 and recorded immediately subsequent to this instrument.
- 11. Misalignment of fence along East lot line as shown by survey of Rodney Shiflett, dated June 24, 2021.