



20210813000395720 1/8 \$73.00  
Shelby Cnty Judge of Probate, AL  
08/13/2021 03:19:25 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

William R. Sylvester  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
420 North 20<sup>th</sup> Street, Suite 1400  
Birmingham, Alabama 35203-5202

STATE OF ALABAMA                    )  
                                                  )  
COUNTY OF SHELBY                )

**LIMITED WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that as of the 10<sup>TH</sup> day of August, 2021, and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency are acknowledged, that **J. STEVEN MOBLEY**, as to an undivided fifty percent (50%) interest; **CHRISTOPHER G. MOBLEY**, as to an undivided twenty-five percent (25%) interest; and **MICHAEL R. MOBLEY**, as to an undivided twenty-five percent (25%) interest (collectively, the "**Grantors**"), do hereby **GRANT, BARGAIN, SELL and CONVEY** unto **WEATHERLY UTILITY SERVICES, L.L.C.**, an Alabama limited liability company (hereinafter referred to as the "**Grantee**") that certain real property in Shelby County, Alabama, as particularly described on **EXHIBIT A** attached and incorporated by this reference (the "**Subject Property**").

No portion of Subject Property constitutes the homestead of any Grantor.

**THIS CONVEYANCE** includes: (a) a **non-exclusive** right or way and easement for ingress, egress, and utilities over and across the land identified on **EXHIBIT A** as the **40' NON-EXCLUSIVE ROW**; and (b) two (2) permanent easements primarily for sewer pump stations, over and across the land identified on **EXHIBIT A** as the **PUMP STATION EASEMENTS**.

**TO HAVE AND TO HOLD** the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, subject to the matters stated herein.

**THIS CONVEYANCE**, and the warranties of the Grantors herein contained, are subject to the matters shown on **EXHIBIT B** attached and incorporated by this reference (the "**Exceptions**").

**GRANTORS MAKE no** warranty or covenant respecting the nature or quality of title to the Subject Property other than, subject to the Exceptions, that the Grantors have neither permitted or suffered any lien, encumbrance, or adverse claim to the Subject Property since the date of acquisition thereof by the Grantors.

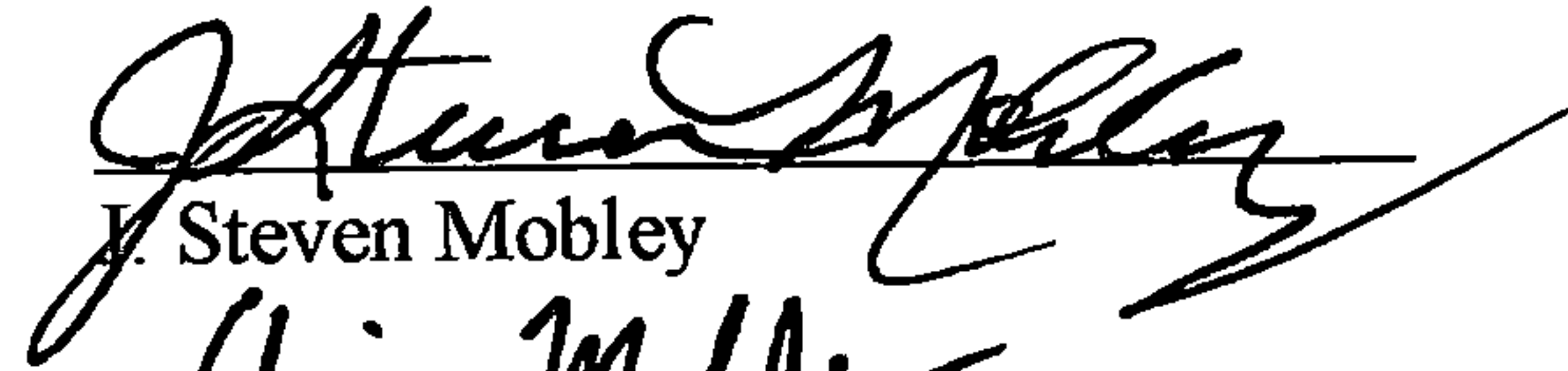
Shelby County, AL 08/13/2021  
State of Alabama  
Deed Tax: \$30.00



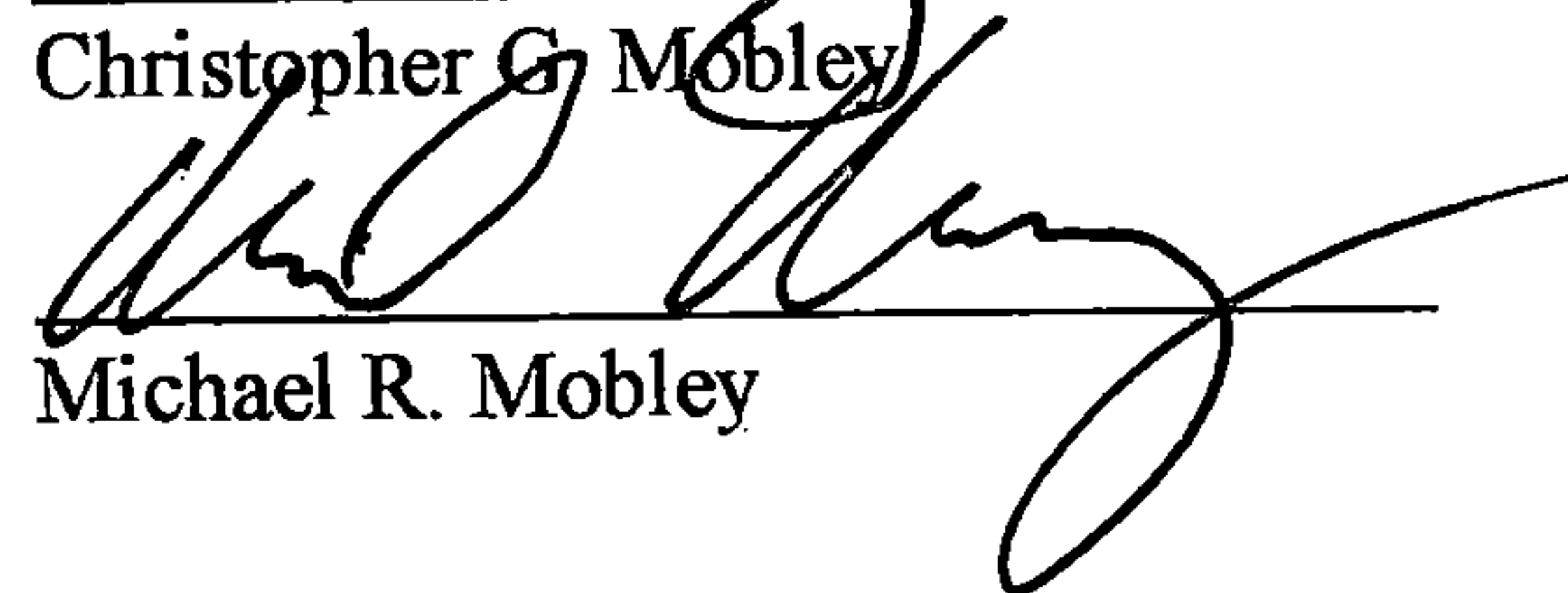
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**IN WITNESS WHEREOF**, each of the Grantors has caused this instrument to be executed, acknowledged, and delivered as of the date first written above.

**GRANTORS:**

  
Steven Mobley

  
Christopher G. Mobley

  
Michael R. Mobley



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STATE OF ALABAMA )

Shelby COUNTY )

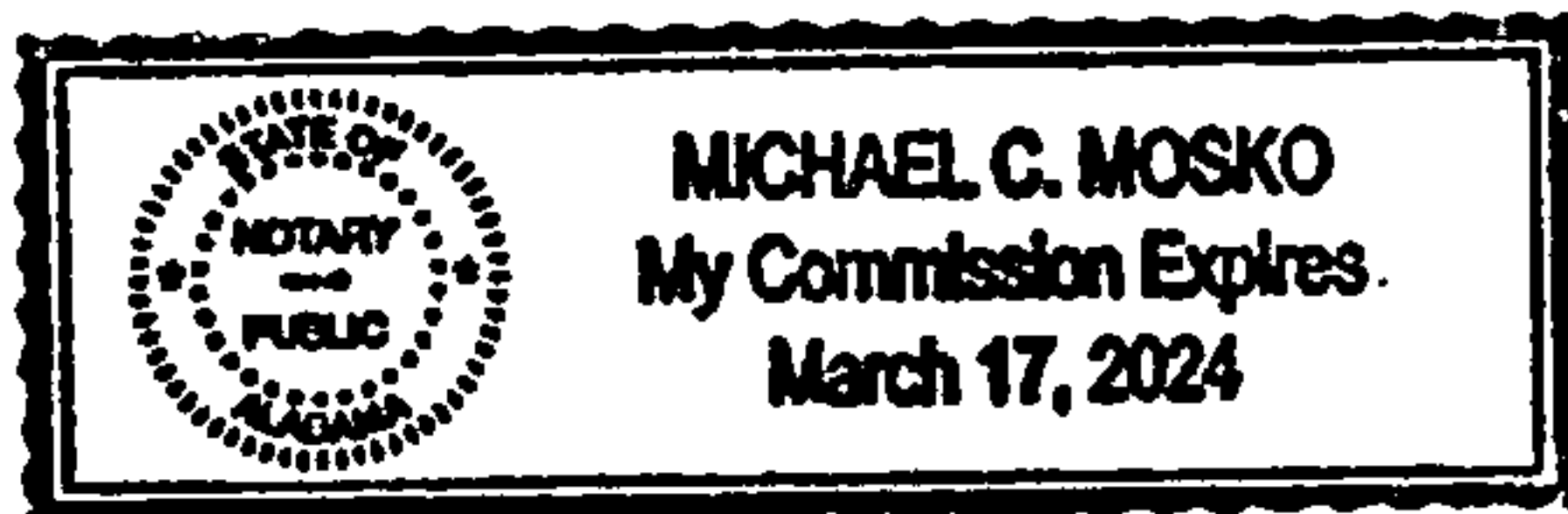
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. Steven Mobley, a married man, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily as of August 10<sup>th</sup>, 2021.

Given under my hand and seal this the 10<sup>th</sup> day of August 2021.

Michael C. Mosko  
Notary Public

My Commission Expires: March 17, 2024

[NOTARIAL SEAL]



STATE OF ALABAMA )

Shelby COUNTY )

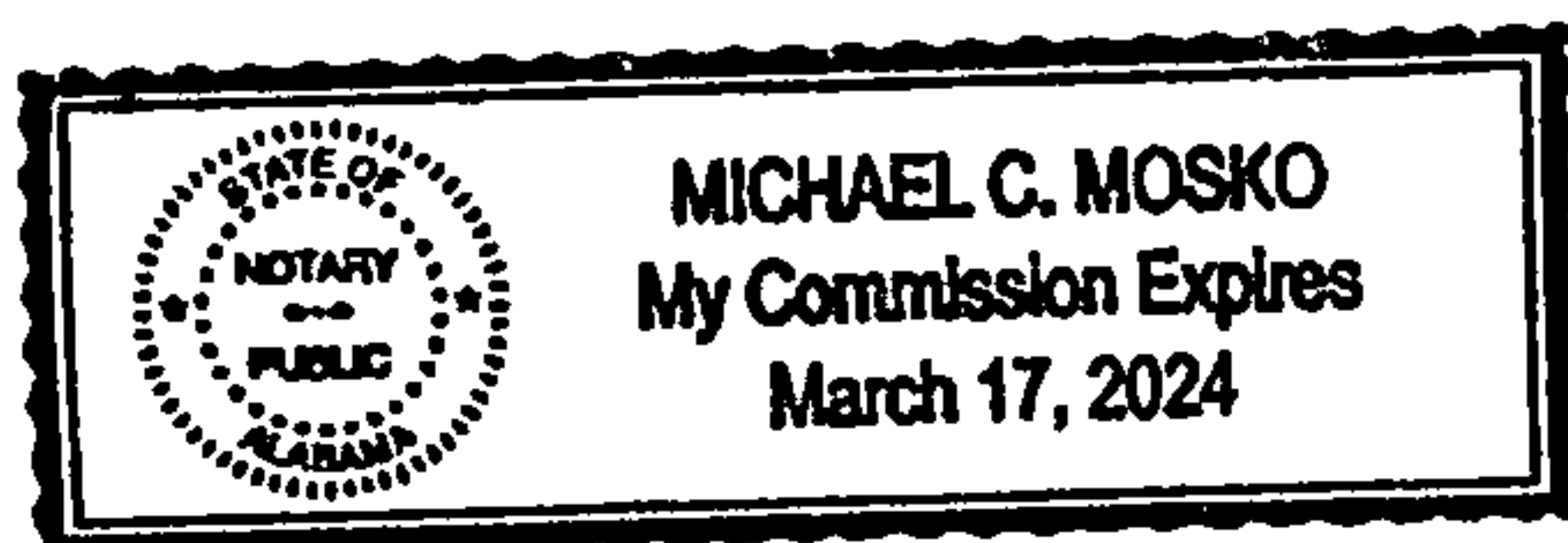
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Christopher G. Mobley, a married man, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily as of August 10<sup>th</sup>, 2021.

Given under my hand and seal this the 10<sup>th</sup> day of August 2021.

Michael C. Mosko  
Notary Public

My Commission Expires: March 17, 2024

[NOTARIAL SEAL]





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STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael R. Mobley, an unmarried man, 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 conveyance, he executed the same voluntarily as of August 10<sup>TH</sup>, 2021.

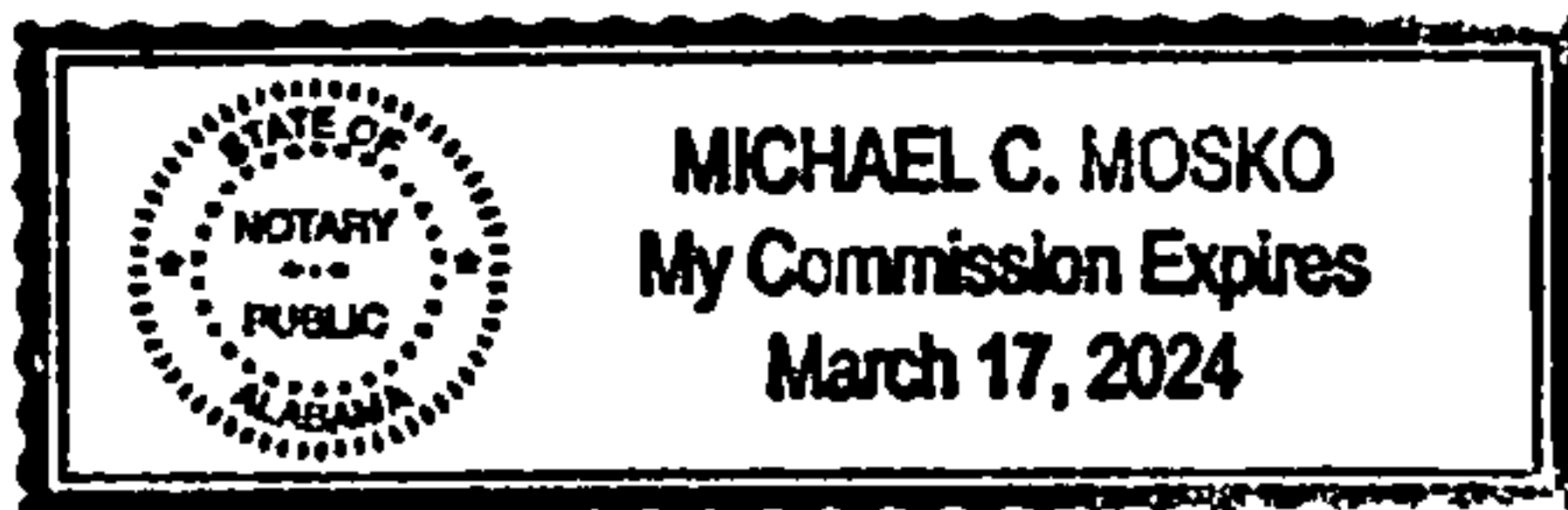
Given under my hand and seal this the 10<sup>TH</sup> day of August 2021.

Michael C. Mosko

Notary Public

My Commission Expires: March 17, 2024

[NOTARIAL SEAL]





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## **EXHIBIT A**

### **PLANT II.**

All that parcel of land situated in the SW  $\frac{1}{4}$  of Section 27, Township 20 South, Range 2 West, Shelby County, Alabama which is more particularly described as follows:

Commence at the NW corner of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama; thence S  $00^{\circ}41'16''$ E a distance of 53.42'; thence N  $89^{\circ}18'44''$ E a distance of 22.63' to the Point of Beginning; thence S  $08^{\circ}43'04''$ E a distance of 145.58'; thence S  $02^{\circ}37'53''$  W a distance of 625.76'; thence N  $76^{\circ}53'32''$ E a distance of 1206.99'; thence N  $59^{\circ}45'20''$ W a distance of 128.77'; thence N  $16^{\circ}28'50''$ W a distance of 643.46' to the point of a non tangent curve to the right with a radius of 435.00', and a central angle of  $20^{\circ}10'05''$ , with a chord bearing of S  $83^{\circ}27'46''$ W, with a chord length of 152.33', thence along said curve an arc length of 153.12'; thence N  $86^{\circ}27'12''$ W a distance of 161.08' to the point of a curve to the left with a radius of 215.00' and a central angle of  $34^{\circ}14'08''$ , with a chord bearing of S  $76^{\circ}25'44''$  W, with a chord length of 126.56', thence along said curve an arc length of 128.47'; thence S  $59^{\circ}18'40''$ W a distance of 127.04' to the point of a curve to the right with a radius of 585.00', and a central angle of  $27^{\circ}26'43''$ , with a chord bearing of S  $73^{\circ}02'01''$ W, with a chord length of 277.56'; thence along said curve an arc length of 280.22'; thence S  $86^{\circ}45'23''$ W a distance of 65.34' to the Point of Beginning.

### **40' NON-EXCLUSIVE ROW.**

Together with a non-exclusive right of way and easement for ingress, egress and utilities, over and across the following described property:

A 40' wide easement for ingress, egress drainage and utilities, lying 20 feet each side of and parallel to the following described centerline:

Commence at the NW corner of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama; thence S  $00^{\circ}40'48''$ E a distance of 53.27'; thence N  $89^{\circ}18'44''$ E a distance of 22.63'; thence N  $86^{\circ}45'23''$ E a distance of 65.34' to the point of a curve to the left with a radius of 585.00', and a central angle of  $06^{\circ}33'09''$  with a chord bearing of N  $83^{\circ}28'49''$ E, with a chord length of 66.87', thence along said curve an arc length of 66.90' to the Point of Beginning said point being the point of a non tangent curve to the right with a radius of 55.00', and a central angle  $66^{\circ}13'45''$ , with a chord bearing of N  $42^{\circ}09'13''$  E, with a chord length of 60.09'; thence along said curve an arc length of 63.58' to the point of reverse curve to the left with a radius of 550.00', and a central angle of  $15^{\circ}57'25''$ , with a chord bearing of N  $67^{\circ}17'22''$ E, with a chord length 152.68', thence along said curve an arc length of 153.18'; thence N  $59^{\circ}18'40''$ E a distance of 127.04' to the point of a curve to the right with a radius of 250.00', and a central angle of  $34^{\circ}14'08''$ , with a chord bearing of N  $76^{\circ}25'44''$ E, with a chord length of 147.17'; thence along said curve an arc length of 149.38', thence S  $86^{\circ}27'12''$ E a distance of 161.08' to the point of a



curve to the left with a radius of 400.00', and a central angle of 20°10'05", with a chord bearing of N 83°27'46"E, with a chord length of 140.07'; thence along said curve an arc length of 140.80'; thence N 73°22'43"E a distance of 451.31' to the point of a curve to the left with a radius of 1000.00', and a central angle of 08°56'25", with a chord bearing of N 68°54'31" E, with a chord length of 155.88', thence along said curve an arc length of 156.04' to the point of reverse curve to the right with a radius of 500.00', and a central angle of 12°31'35", with a chord bearing of N 70°42'06"E, with a chord length of 109.09', thence along said curve an arc length of 109.31'; thence N 76°57'53"E a distance of 154.85' to the point of a curve to the left with a radius of 250.00', and a central angle 34°28'05", with a chord bearing of N 59°43'50"E with a chord length of 148.14', thence along said curve an arc length of 150.40'; thence N 42°29'48"E a distance of 52.81' to the Point of Ending of said centerline.

### **PUMP STATION EASEMENTS.**

Together with two (2) permanent easements for sewer pump stations, more particularly described as follows:

#### **Pump Station #1**

Commence at the SE corner of the NW 1/4 of the NE 1/4 of Section 32 Township 20 South, Range 2 West, Shelby County, Alabama; thence N 87°50'30" W a distance of 873.89'; thence N 02°09'30" E a distance of 311.35' to the Point of Beginning; thence N 49°08'38" W a distance of 21.76'; thence N 40°51'22" E a distance of 30.00'; thence S 49°08'38" E a distance of 21.76' to the point of a non tangent curve to the right with a radius of 470.00', and a central angle of 03°39'28", with a chord bearing of S 40°51'22" W, with a chord length of 30.00', thence along said curve an arc length of 30.01' to the point of beginning.

#### **Pump Station #2**

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 28, Township 20 South, Range 2 West, Shelby County, Alabama; thence N 02°35'42" W a distance of 1023.31'; thence S 87°24'18" W a distance of 514.51' to the Point of Beginning; thence S 66°37'43" W a distance of 32.32'; thence N 22°33'14" W a distance of 38.53'; thence N 25°30'58" W a distance of 90.74'; thence N 57°41'23" E a distance of 20.14'; thence S 25°30'58" E a distance of 93.89'; thence N 66°40'48" E a distance of 11.63'; thence S 23°33'28" E a distance of 38.50' to the Point of Beginning.



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## **EXHIBIT B**

1. Taxes for the year 2021 and subsequent years, a lien not yet due and payable.
2. Title to all minerals within and underlying the premises not owned by the Grantors, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
3. Any part of Subject Property lying within any road right-of-way.
4. First Option to purchase, in the event Weatherly Utility Services, L. L. C. ceases to a locate a sewage treatment facility on the land, contained in deed from Thomas J. Thornton and Patrick A. Thornton to Weatherly Utility Services, LLC as recorded in Inst. 2000-14569, as conveyed to James Steven Mobley by Inst. 20020214000076831 and Inst. 2002071000321860." (Plant I)
5. Terms and conditions contained in Quitclaim Deed with Reservations from James Steven Mobley, James Steven Mobley as Trustee of the Robin Reed Mobley Irrevocable Trust dated December 18, 2012 and Robin Reed Mobley as Trustee of the James Steven Mobley Irrevocable Trust dated December 18, 2012 to RMCS2017, LLC dated October 27, 2017 as recorded in Inst. No. 20171122000422350.

## Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name J. Steven Mobley, Christopher G. Mobley & Michael P. Mobley  
Mailing Address 2101-4th Ave. So., Ste. 200  
Birmingham, AL 35233

Grantee's Name Weatherly Utility Services, LLC  
Mailing Address 2086 Vallondale Terrace  
Birmingham, AL 35244

Property Address See Attached

Date of Sale 08-10-2021

Total Purchase Price \$ \_\_\_\_\_

or

Actual Value \$ \_\_\_\_\_

or

Assessor's Market Value \$ 30,000



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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 See Attached Deed

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 8-13-2021

Print J. Steven Mobley

Sign [Signature]

☐ Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1