



20210813000395730 1/6 \$257.00
 Shelby Cnty Judge of Probate, AL
 08/13/2021 03:19:26 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
 William R. Sylvester
 Baker, Donelson, Bearman, Caldwell & Berkowitz
 420 North 20th Street, Suite 1400
 Birmingham, Alabama 35203-5202

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)

TRUSTEE'S LIMITED WARRANTY DEED WITH RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS, that as of the 3rd 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 **JAMES STEVEN MOBLEY**, in his capacity as the **TRUSTEE OF THE ROBIN REED MOBLEY IRREVOCABLE TRUST DATED DECEMBER 18, 2012** (the "**Grantor**"), does 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**").

THIS CONVEYANCE includes (a) all of the Grantor's right and title in and to the rights and privileges for the installation, repair, and operation of spray fields, as more particularly described and reserved to the Grantor in that certain Quitclaim Deed with Reservations **from** the Grantor, **from** James Steven Mobley, individually, and **from** 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; and (b) a **non-exclusive** right of way and easement for ingress, egress, and utilities (the "**ROW**") over and across the land identified on **EXHIBIT A** as the **40' NON-EXCLUSIVE ROW**.

In connection with the ROW: (1) the Grantor, and his specifically named successors and assigns (each, a "**Named Successor**") shall have the right to improve, utilize, maintain, repair, and dedication private or public roads across all or part of the ROW; and (2) if deemed necessary or convenient by the Grantor, by any Named Successor, or by the City of Pelham, Alabama (the "**City**"), the Grantee shall confirm these rights in and to the ROW, and shall execute, acknowledge, and deliver, in recordable form, without charge or delay, any instruments deemed necessary or convenient by the Grantor, by any Named Successor, or by the City, to document any dedication of all or a portion of the ROW, including, without limitation, one or more public dedications. The Grantee, successors, and assigns, shall be entitled to further convey the ROW, subject, in each instance, to the rights reserved by Grantor and any Named Successor.

This instrument is executed by James Steven Mobley only in his capacity as Trustee of the Robin Reed Mobley Irrevocable Trust dated December 18, 2012. James Steven Mobley shall have **no** personal liability in connection with this instrument.

Shelby County, AL 08/13/2021
 State of Alabama
 Deed Tax: \$220.00



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TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances 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 Grantor herein contained, are subject to the matters shown on **EXHIBIT B** attached and incorporated by this reference (the "**Exceptions**").

GRANTOR MAKES no warranty or covenant respecting the nature or quality of title to the Subject Property other than, subject to the Exceptions, that the Grantor has neither permitted or suffered any lien, encumbrance, or adverse claim to the Subject Property since the date of acquisition thereof by the Grantor.

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

GRANTOR:

James Steven Mobley
James Steven Mobley, as Trustee of the
Robin Reed Mobley Irrevocable Trust dated
December 18, 2012

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Steven Mobley, as the Trustee of the Robin Reed Mobley Irrevocable Trust dated December 18, 2012 is signed to the foregoing Quitclaim Deed, 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 13th, 2021.

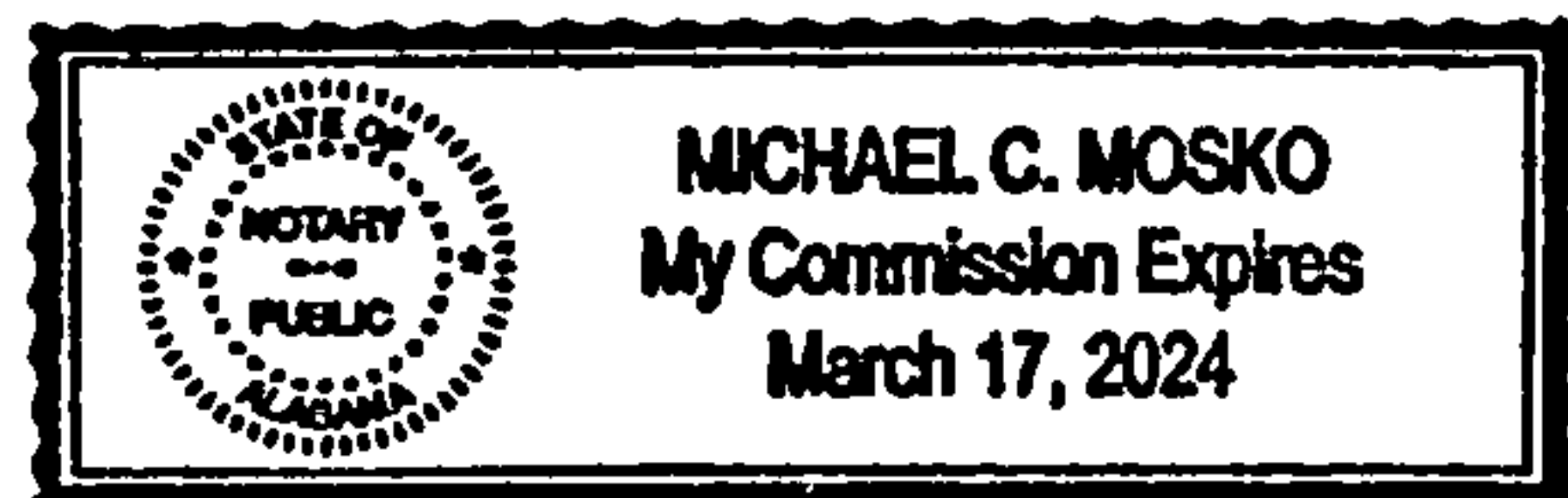
Given under my hand and seal this the 13th day of August 2021.

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 34, 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.

SPRAY FIELDS.

Together with all of the Grantor's rights and privileges for the installation, repair and operation of spray fields, as more particularly described in that certain Quitclaim Deed with Reservations from James S. 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.

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';



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thence N 86°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°33'09" with a chord bearing of N 83°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°13'45", with a chord bearing of N 42°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°57'25", with a chord bearing of N 67°17'22"E, with a chord length 152.68', thence along said curve an arc length of 153.18'; thence N 59°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°14'08", with a chord bearing of N 76°25'44"E, with a chord length of 147.17'; thence along said curve an arc length of 149.38', thence S 86°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.



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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 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

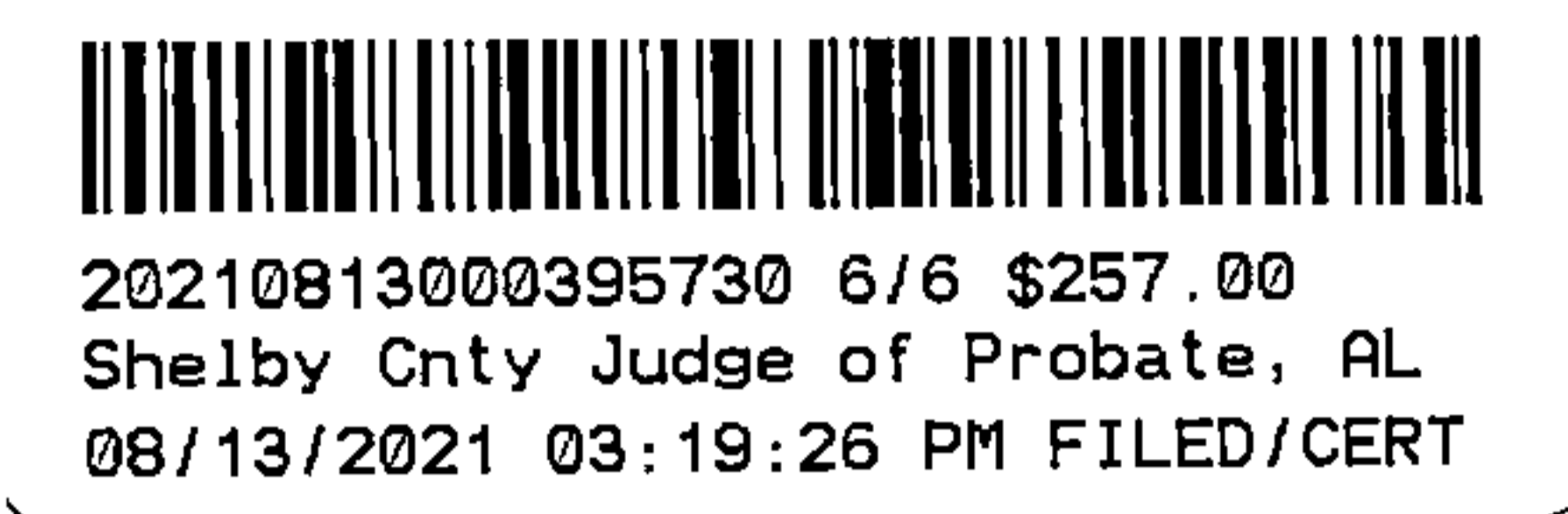
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name James Steven Mobley as Trustee of Robin Reed Mobley Irrevocable Trust
Mailing Address 2101-4th Ave. So, Ste. 200 Birmingham, AL 35233

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

Property Address See Attached Deed

Date of Sale 08-13-21
Total Purchase Price \$
or
Actual Value \$
or
Assessor's Market Value \$ 220,000



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 James Steven Mobley, as Trustee of the Robin Reed Mobley Irrevocable Trust

Unattested (verified by)

Sign James Steven Mobley (Grantor/Grantee/Owner/Agent) circle one