

SEND TAX NOTICE TO:
WLP70 LLC
2909 CR 1005
Jemison, Al. 35085

This Instrument was prepared by:
James F. Burford III
1318 Alford Avenue
Suite 101
Birmingham, Al. 35226

STATUTORY WARRANTY DEED

STATE OF ALABAMA
SHELBY COUNTY

Know all men by these presents, that in consideration of One Million Forty Nine Thousand eighty seven and 16/100 DOLLARS (\$1,049,087.16) which sum can be verified by sales contract between the parties to the undersigned grantor in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, The Westervelt Company, whose address is 1400 Jack Warner Parkway NE, Tuscaloosa, Alabama 35404 (herein referred to as Grantor) do grant, bargain, sell and convey unto WLP70 LLC whose address is 2909 CR 1005, Jemison, Al. 35085 (herein referred to as Grantee) the following described real estate (the Property) situated in Shelby County, Alabama, being parcel ID numbers 21-8-28-0-000-011.000 and 21-8-27-0-000-001.000 tax collector Shelby County, Alabama to wit:

See Exhibit A, attached hereto for legal description of the Property

Subject to: (1) taxes due in the year 2022 and thereafter, (2) Mineral and mining rights not covered by the following Reservation or otherwise owned by Grantor (3) any portion of the Property lying within any road right of way (4) lack of access to that portion of the Property located south of the railroad and (5) rights of way to Alabama Power company.

Grantor represents and warrants that there are no fire dues or assessments due against the Property and that all hunting leases for the Propertys have been terminated.

RESERVATION: It is specifically understood that Grantor hereby reserves from the sale of the Property for itself and its successors and assigns, all interest in oil, gas, and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas, coal; sand; gravel; lignite; ironstone; limestone; dolomitic limestone and minerals of every nature, kind or description whatsoever now or hereafter susceptible to commercial exploitation (collectively "Mineral Resources") in or upon the Property. Regardless of the foregoing, Grantor hereby waives for itself, its successors and assigns, all rights to access and utilize the surface of the Property for all purposes and the first three hundred (300) feet below the surface of the Property in which they may own mineral rights to access subsurface water, petroleum, gas, oil and other hydrocarbon substances ("Subsurface Materials") but

in no event is mining activities for minerals (other than oil and gas) permitted on the surface or any depth below the surface or for any other purpose for the purpose of mining, producing, transporting, storing, drilling, and exploring for such Subsurface Materials. This waiver shall not be construed to affect the right of Grantor to lease, develop, and/or produce oil and gas in, on, or under, or that may be produced from the Property by pooling or unitization of the Property with other lands or by utilizing directional or horizontal drilling from well sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property or first three hundred (300) feet below the surface of the Property. All future leases and conveyances of all or any part of the oil and, gas rights shall be subject to and burdened by the foregoing surface and the first three hundred (300) feet below the surface waiver provisions and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to enter upon the surface of the Property, such that none of the oil and gas may be explored for or produced (either by themselves or in conjunction with any other undivided interest in the mineral estate underlying or appurtenant to the Property) by drilling or any other activities conducted on the surface of the Property or the first three hundred (300) feet. Notwithstanding the content of this Agreement, the express intent of this Agreement is to waive forever all rights of Grantor, its successors and assigns to mining activities of Subsurface Materials other than oil and gas more than 300 feet below the surface of the Property. Grantor, for itself and its successors and assigns agree that no oil and gas activities will be conducted on the surface of the Property and for the first 300 feet below the surface of the Property. Grantor, for itself and its successors and assigns reserve the right to extract oil and gas from the subsurface of the Property more than 300 feet below the surface of the Property through directional or horizontal drilling via adjacent real property but no such activities shall impact the surface of the Property including, but not limited to subsidence or otherwise.

TO HAVE AND TO HOLD Unto the said GRANTEE its successors and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 12th day of October, 2021.

The Westervelt Company

By: James J. King Jr.
James J. King Jr. Vice President

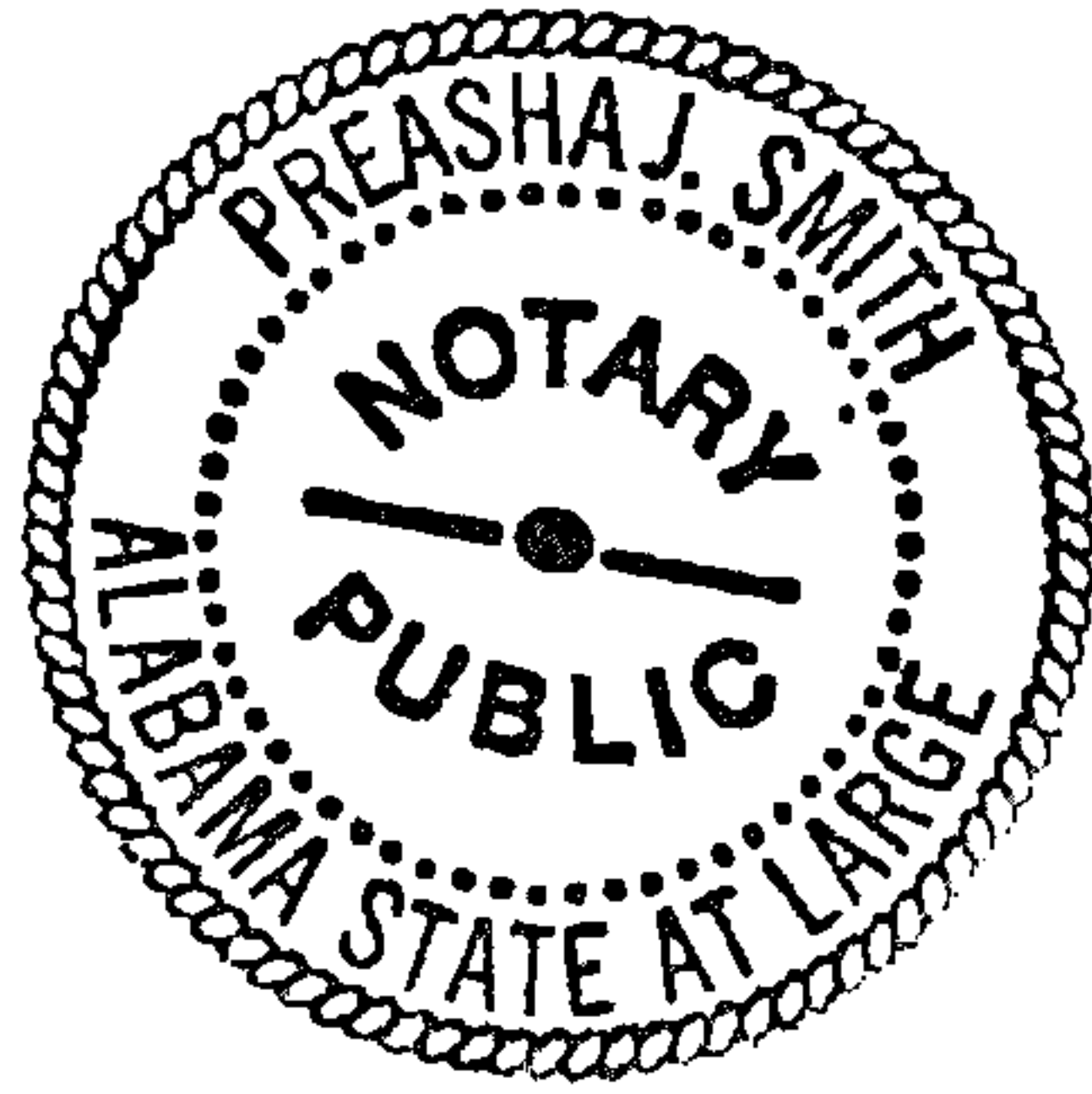
STATE OF)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James J. King, Jr. whose name as the Vice President of The Westervelt

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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 corporation.

Given under my hand this 12th day of October, 2021.



Preasha J. Smith
Notary Public
My Commission Expires: 10/16/2023

EXHIBIT 'A'

THE WESTERVELT COMPANY TO WLP70, LLC

PARCEL 1

BEGIN at the NE Corner of the NE 1/4 of the SW 1/4 of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S87°43'35"W a distance of 1335.81'; thence N00°03'51"W a distance of 1336.25'; thence N21°15'46"E a distance of 223.57' to the Southerly R.O.W. line of Alabama Highway 70; thence N68°50'05"W and along said R.O.W. line a distance of 233.75' to a curve to the left, having a radius of 2283.11', subtended by a chord bearing N70°08'09"W, and a chord distance of 103.70'; thence along the arc of said curve and along said R.O.W. line for a distance of 103.70'; thence N18°33'46"E and along said R.O.W. line a distance of 10.00' to a curve to the left, having a radius of 2293.11', and subtended by a chord bearing N78°35'06"W, and a chord distance of 570.66'; thence along the arc of said curve and along said R.O.W. line for a distance of 572.14'; thence S04°11'21"W and leaving said R.O.W. line a distance of 590.20'; thence N84°54'53"W a distance of 505.88'; thence S00°01'53"W a distance of 431.09'; thence S00°04'30"E a distance of 859.12'; thence S88°24'57"W a distance of 1329.30'; thence S00°12'07"W a distance of 1343.20'; thence S00°10'13"W a distance of 249.25'; thence S02°22'26"E a distance of 283.14' to the Northerly R.O.W. line of Norfolk Southern Railroad; thence N87°25'37"E and along said R.O.W. line a distance of 959.62' to a curve to the left, having a radius of 2820.00', subtended by a chord bearing N69°11'58"E, and a chord distance of 1764.14'; thence along the arc of said curve and along said R.O.W. line for a distance of 1794.25'; thence N50°58'19"E and along said R.O.W. line a distance of 1786.05'; thence N00°03'57"E and leaving said R.O.W. line a distance of 218.21' to the POINT OF BEGINNING. Said Parcel situated in Sections 27 and 28, all in Township 21 South, Range 1 West, Shelby County, Alabama.

Said Parcel containing 176.36 acres, more or less.

PARCEL 2

BEGIN at the SW Corner of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N87°50'53"E a distance of 1331.29'; thence N88°03'59"E a distance of 455.85'; thence N87°42'20"E a distance of 874.86'; thence N00°03'33"E a distance of 1337.00'; thence N00°03'57"E a distance of 990.19' to the Southerly R.O.W. line of Norfolk Southern Railroad; thence S50°58'19"W and along said R.O.W. line a distance of 1704.80' to a curve to the right, having a radius of 2920.00', subtended by a chord bearing S69°11'58"W, and a chord distance of 1826.70'; thence along the arc of said curve and along said R.O.W. line for a distance of 1857.88'; thence S87°25'37"W and along said R.O.W. line a distance of 959.97'; thence S02°22'26"E and leaving said R.O.W. line a distance of 706.25'; thence N88°05'20"E a distance of 1299.84' to the POINT OF BEGINNING. Said Parcel situated in Sections 27 and 28, all in Township 21 South, Range 1 West, Shelby County, Alabama.

Said Parcel containing 106.13 acres, more or less.

NOTE:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

Shiflett Surveying

P.O. Box 204
Columbiana, AL 35051
Phone: 205-669-1205
Rodney's Cell: 205-965-6344
Fax: 205-669-1298



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Beyle