

Prepared By:
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Reagan Reeves & Associates, LLC
1 Perimeter Park South, Suite 440S
Birmingham, AL 35243

STATE OF ALABAMA)
)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

THIS IS A STATUTORY WARRANTY DEED executed and delivered to be effective this 29th day of November, 2022, by **Westervelt Realty, Inc.** (hereinafter referred to as the "**Grantor**"), to **Highpointe Partners, LLC**, an Alabama limited liability company (hereinafter referred to as the "**Grantee**").

KNOW ALL PERSONS BY THESE PRESENTS, That in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantee that certain real property situated in Shelby County, Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**");

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property.

This conveyance is given and accepted subject to (i) reservations, exceptions, instruments, covenants, and all other matters of record, (ii) matters that would be shown by a current, accurate survey of the Property, and (iii) rights of tenants (herein called the "**Permitted Encumbrances**"). Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2022 and subsequent years.

Seller/Grantor subject to the terms and provisions herein, hereby reserves from the sale of the Property for itself and its successors and assigns, the following: (i) all oil, gas, and minerals presently owned by Seller/Grantor located in, on or under the Property, including the right to convey or the right to execute leases with respect to the Seller's/Grantor's interest in any and all of said minerals, in, on or under the Property to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning said minerals with exception to surface mining which would be in conflict with the Buyer's/Grantee's intended use for the property as determined in Seller's/Grantor's sole and absolute discretion;

Seller/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, together with the usual and customary rights of ingress and egress to and from the lands for the purpose of exploring for such Mineral Resources by any and all means and for developing, producing extracting or removing therefrom by any means now in use or hereafter developed, including by surface and subsurface mining methods all such Mineral Resources, and to store, save, transport, treat, process market or otherwise utilize such Mineral Resources so produced. The Seller/Grantor further reserves the right to sequester carbon and other greenhouse gases on, in and under the surface of the Property and all pore space rights associated with the Property. However, Seller/Grantor does waive all rights to access and utilize the surface of the Property for any purpose, whatsoever, including without limitation (a) the right to perform or have performed, mining or extraction activities on the surface of the Property or in the first three hundred (300) feet below the surface of the Property; and (b) the right to access from the surface of the Property, or from or within the first three hundred (300) feet under the surface of the Property, the Mineral Resources.

OTHER THAN THE WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTOR CONVEYS THE PROPERTY TO GRANTEE AND BY ACCEPTING THIS DEED, GRANTEE ACCEPTS THE PROPERTY AS-IS, WHERE-IS, WITH ALL FAULTS AND

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

Subject to the Permitted Encumbrances, Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that Grantor, and its successors and assigns, shall warrant and defend the same to Grantee, its successors and assigns, forever, against the lawful claims (unless otherwise noted above) of all persons claiming by, through or under Grantor, but not further or otherwise.

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:

Westervelt Realty, Inc.
Address 1400 Jack Warner Parkway
Address Tuscaloosa, AL 35404

Grantee's Name and Mailing Address:

Highpointe Partners, LLC, an Alabama
limited liability company
Address 120 Bishop Circle
Address Pelham, AL 35124

Property Address: Land, tbd, AL 00000

Date of Sale: Date first set forth above

Purchase Price: \$440,000.00

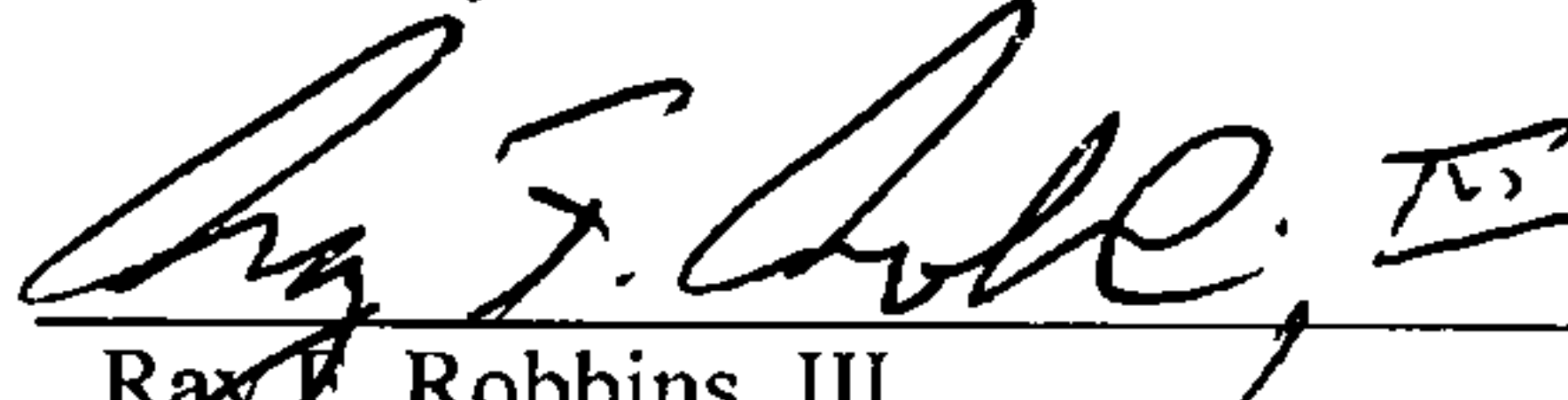
The Purchase Price can be verified by the closing statement.

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IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument to be effective as of the date first set forth above.

GRANTOR:

Westervelt Realty, Inc.

By: 
Name: Ray F. Robbins, III
Title: Vice President

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ray F. Robbins, III, whose name as Vice President of Westervelt Realty, Inc. 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 or she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 29th day of November, 2022.

[SEAL]


Notary Public

My Commission Expires: 10/16/23

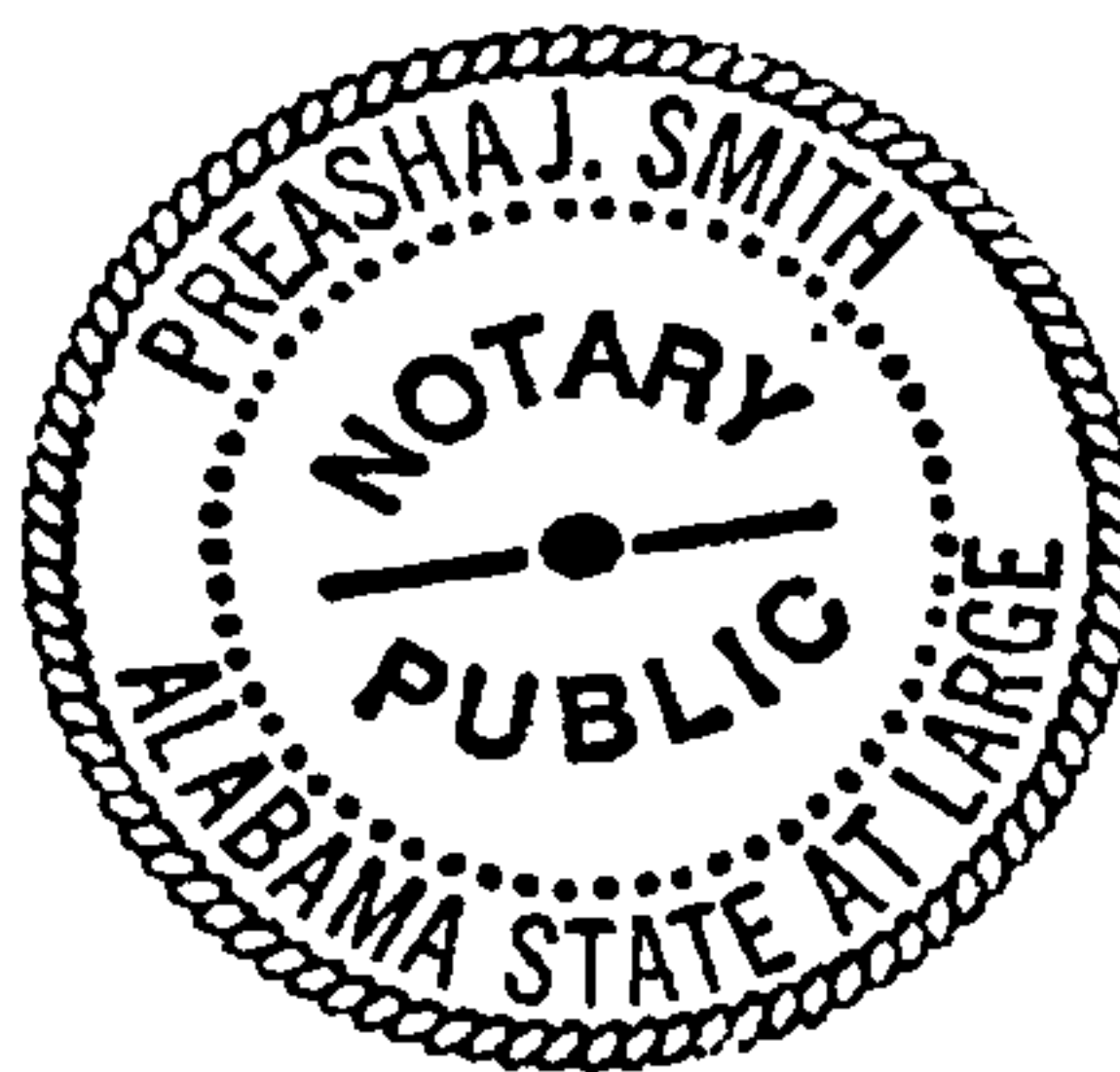


EXHIBIT A**The Property****PARCEL I**

Commence at a concrete monument in place being the Southwest corner of the Northeast one-fourth of the Northwest one-fourth of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama; thence proceed North 00° 21' 51" East along the West boundary of said quarter-quarter section for a distance of 307.96 feet (set ½" rebar CA-0114-LS), said point being the point of beginning. From this beginning point continue North 00° 21' 51" East along the West boundary of said quarter-quarter section for a distance of 1004.28 feet (set ½" rebar CA-0114-LS), said point being located on the Southerly right-of-way of Joiner Town Road; thence proceed South 75° 52' 09" East along the Southerly right-of-way of said road for a distance of 132.98 feet to the P. C. of a concave curve left having an arc length of 243.16 feet and a radius of 1222.91 feet; thence proceed Southeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 81° 33' 55" East, 242.76 feet to the P. T. of said curve; thence proceed South 86° 40' 33" East along the Southerly right-of-way of said road for a distance of 336.69 feet to the P. C. of a concave curve left having an arc length of 276.50 feet and a radius of 793.15 feet; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 83° 20' 15" East, 275.10 feet to the P. T. of said curve; thence proceed North 73° 21' 02" East along the Southerly right-of-way of said road for a distance of 134.25 feet to the P. C. of a concave curve left having an arc length of 114.92 feet and a radius of 697.37 feet; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 68° 37' 46" East, 114.79 feet (set ½" rebar CA-0114-LS) to its point of intersection with the Westerly boundary of a proposed 60 foot easement; thence proceed South 05° 06' 20" East along the Westerly boundary of said proposed 60 foot easement for a distance of 101.18 feet; thence proceed South 20° 01' 09" West along the Westerly boundary of said proposed 60 foot easement for a distance of 75.83 feet; thence proceed South 37° 54' 08" West along the Westerly boundary of said proposed 60 foot easement for a distance of 397.68 feet; thence proceed South 20° 52' 32" West along the Westerly boundary of said proposed 60 foot easement for a distance of 85.65 feet (set ½" rebar CA-0114-LS) said point being located on then Westerly boundary of a proposed 30 foot easement; thence proceed South 49° 55' 39" West along the Westerly boundary of said proposed 30 foot easement for a distance of 23.25 feet; thence proceed South 31° 07' 04" West along the Westerly boundary of said proposed 30 foot easement for a distance of 72.95 feet; thence proceed South 20° 48' 12" West along the Westerly boundary of said proposed 30 foot easement for a distance of 118.16 feet; thence proceed South 38° 08' 46" West along the Westerly boundary of said proposed 30 foot easement for a distance of 80.34 feet; thence proceed South 63° 04' 30" West along the Westerly boundary of said proposed 30 foot easement for a distance of 134.11 feet; thence proceed South 52° 11' 54" West along the Westerly boundary of said proposed 30 foot easement for a distance of 95.11 feet; thence proceed South 39° 05' 06" West along the Westerly boundary of said proposed 30 foot easement for a distance of 78.44 feet; thence proceed South 21° 06' 14" West along the Westerly boundary of said proposed 30 foot easement for a distance of 37.92 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 38' 09" West for a distance of 523.68 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northwest one-fourth of Section 12 and also in the Southeast one-fourth of the Southwest one-fourth of Section 1, Township 21 South, Range 2 West and Shelby County, Alabama.

Together with a 30 FOOT NON-EXCLUSIVE EASEMENT for ingress and egress over and across the following described property: a 30 foot easement being 15 feet in equal width on each side of the following described line: Commence at a concrete monument in place being the Southwest corner of the Northeast one-fourth of the Northwest one-fourth of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama; thence proceed North 00° 21' 51" East along the West boundary of said quarter-quarter section for a distance of 307.96 feet (set ½" rebar CA-0114-LS); thence proceed South 89° 38' 09" East for a distance of 526.68 feet (set ½" rebar CA-0114-LS), said point being located on the Westerly boundary of said proposed 30 foot easement; thence proceed South 68° 53' 46" East for a distance of 15.0 feet to the centerline of said proposed 30 foot easement, said point also being the point of beginning of said proposed 30 foot easement. From this beginning point proceed North 21° 06' 14" East along the centerline of said proposed 30 foot easement for a distance of 35.55 feet; thence proceed North 39° 05' 06" East along the centerline of said proposed 30 foot easement for a distance of 74.34 feet; thence proceed North 52° 11' 54" East along the centerline of said proposed 30 foot easement for a distance of 91.96 feet; thence proceed North 63° 04' 30" East along the centerline of said proposed 30 foot easement for a distance of 136.00 feet; thence proceed North 38° 08' 46" East along the centerline of said proposed 30 foot easement for a distance of 85.94 feet; thence proceed North 20° 48' 12" East along the centerline of said proposed 30 foot easement for a distance of 119.09 feet; thence proceed North 31° 07' 04" East along the centerline of said proposed 30 foot easement for a distance of 69.15 feet; thence proceed North 49° 55' 39" East along the centerline of said proposed 30 foot easement for a distance of 57.15 feet to the termination of said 30 foot easement.

AND ALSO a 60 FOOT NON-EXCLUSIVE EASEMENT EASEMENT for ingress and egress over and across the following described property: A 60 foot easement being 30 feet in equal width on each side of the following described line: Commence at a concrete monument in place being the Southeast corner of Section 1, Township 21 South, Range 2 West, Shelby County, Alabama; thence proceed North 89° 03' 03" West along the South boundary of Section 1 and is also the North boundary of Section 12, Township 21 South, Range 2 West for a distance of 660.78 feet to a concrete monument in place; thence proceed South 60° 37' 32" West for a distance of 1941.03 feet (set ½" rebar CA-0114-LS); thence proceed South 27° 22' 59" West for a distance of 30.0 feet to the centerline of said proposed 60 foot easement; thence proceed North 62° 37' 01" West along the centerline of said proposed 60 foot easement for a distance of 60.06 feet; thence proceed North 78° 05' 31" West along the centerline of said proposed 60 foot easement for a distance of 68.55 feet; thence proceed North 86° 35' 55" West along the centerline of said proposed 60 foot easement for a distance of 107.89 feet; thence proceed North 83° 51' 08" West along the centerline of said proposed 60 foot easement for a distance of 57.08 feet; thence proceed North 71° 32' 17" West along the centerline of said proposed 60 foot easement for a distance of 66.93 feet; thence proceed North 55° 36' 27" West along the centerline of said proposed 60 foot easement for a distance of 86.07 feet; thence proceed North 41° 39' 34" West along the centerline of said proposed 60 foot easement for a distance of 212.93 feet; thence proceed North 26° 38' 18" West along the centerline of said proposed 60 foot easement for a distance of 99.63 feet; thence proceed North 13° 42' 57" West along the centerline of said proposed 60 foot easement for a distance of 141.78 feet to the

point of beginning of said proposed 60 foot easement. From this beginning point proceed North 20° 08' 21" East along the centerline of said proposed 60 foot easement for a distance of 56.79 feet; thence proceed North 37° 54' 08" East along the centerline of said proposed 60 foot easement for a distance of 397.72 feet; thence proceed North 20° 01' 09" East along the centerline of said proposed 60 foot easement for a distance of 87.24 feet; thence proceed North 05° 06' 20" West along the centerline of said proposed 60 foot easement for a distance of 120.18 feet to its point of intersection with the Southerly right-of-way of Joiner Town Road and the termination of said 60 foot easement.

PARCEL II

Commence at a concrete monument in place being the Southeast corner of Section 1, Township 21 South, Range 2 West, Shelby County, Alabama; thence proceed North 89° 03' 03" West along the South boundary of Section 1 and is also the North boundary of Section 12, Township 21 South, Range 2 West for a distance of 660.78 feet to a concrete monument in place, said point being the point of beginning. From this beginning point proceed South 60° 37' 32" West for a distance of 1941.03 feet (set ½" rebar CA-0114-LS), said point being located on the Easterly boundary of a proposed 60 foot easement; thence proceed North 62° 37' 01" West along the Easterly boundary of said proposed 60 foot easement for a distance of 64.14 feet; thence proceed North 78° 05' 31" West along the Easterly boundary of said proposed 60 foot easement for a distance of 74.85 feet; thence proceed North 86° 35' 55" West along the Easterly boundary of said proposed 60 foot easement for a distance of 109.40 feet; thence proceed North 83° 51' 08" West along the Easterly boundary of said proposed 60 foot easement for a distance of 53.12 feet; thence proceed North 71° 32' 17" West along the Easterly boundary of said proposed 60 foot easement for a distance of 59.50 feet; thence proceed North 55° 36' 27" West along the Easterly boundary of said proposed 60 foot easement for a distance of 78.20 feet; thence proceed North 41° 39' 34" West along the Easterly boundary of said proposed 60 foot easement for a distance of 205.30 feet; thence proceed North 26° 38' 18" West along the Easterly boundary of said proposed 60 foot easement for a distance of 92.27 feet; thence proceed North 13° 42' 57" West along the Easterly boundary of said proposed 60 foot easement for a distance of 129.26 feet; thence proceed North 20° 08' 21" East along the Easterly boundary of said proposed 60 foot easement for a distance of 42.98 feet; thence proceed North 37° 54' 08" East along the Easterly boundary of said proposed 60 foot easement for a distance of 397.75 feet; thence proceed North 20° 01' 09" East along the Easterly boundary of said proposed 60 foot easement for a distance of 98.64 feet; thence proceed North 05° 06' 20" West along the Easterly boundary of said proposed 60 foot easement for a distance of 140.86 feet (set ½" rebar CA-0114-LS), said point being located on the Southerly right-of-way of Joiner Town Road; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of a concave curve left having an arc length of 170.38 feet and a radius of 697.37 feet for a chord bearing and distance of North 51° 31' 28" East, 169.96 feet to the P. t. of said curve; thence proceed North 44° 31' 31" East along the Southerly right-of-way of said road for a distance of 378.36 feet to the P. C. of a concave curve right having an arc length of 230.59 feet and a radius of 508.85 feet; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 57° 30' 26" East, 228.62 feet to the P. T. of said curve; thence proceed North 70° 29' 21" East along the Southerly right-of-way of said road for a distance of 395.61 feet to the P. C. of a concave curve right having an arc length of 198.34 feet and a radius of 372.21 feet; thence proceed Northeasterly along the Southerly

right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 85° 45' 17" East, 196.00 feet to the P. T. of said curve; thence proceed South 78° 58' 47" East along the Southerly right-of-way of said road for a distance of 172.82 feet to the P. C. of a concave curve left having an arc length of 582.47 feet and a radius of 455.64 feet; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 64° 23' 54" East, 543.61 feet to the P. T. of said curve; thence proceed North 27° 46' 35" East along the Southerly right-of-way of said road for a distance of 110.57 feet to the P. C. of a concave curve right having an arc length of 215.40 feet and a radius of 379.75 feet for a chord bearing and distance of North 44° 01' 32" East, 212.52 feet (set ½" rebar CA-0114-LS); thence proceed South 00° 39' 57" East for a distance of 1214.18 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southwest one-fourth of Section 1 and the Northeast one-fourth of the Northeast one-fourth, the Northwest one-fourth of the Northeast one-fourth and the Northeast one-fourth of the Northwest one-fourth of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/02/2022 08:02:58 AM
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Allen S. Bayl