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03/24/2023 09:37:19 AM
DEEDS 1/6

This instrument prepared by:
Gregory D. Harrelson, Attorney
The Harrelson Law Firm, LLC
101 Riverchase Pkwy East
Hoover, AL 35244

Send Tax Notice to:
Highpointe Partners, LLC
120 Bishop Circle
Pelham, AL 35124

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten & 00/100 dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Westervelt Realty, Inc, an Alabama corporation (herein referred to as "Grantor"), does hereby grant, bargain, sell and convey unto Highpointe Partners, LLC, an Alabama limited liability company (herein referred to as "Grantee"), the following described real estate situated in Shelby County, Alabama, to wit:

See Exhibit "A" attached hereto and incorporated herein

Subject to:

1. Taxes and assessments for the current year and subsequent years;
2. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record;
3. Any Mineral or Mineral Rights leased, granted or retained by prior owners;
4. Title to any portion of the land lying within any roadways;
5. Current Zoning and Use Restrictions.

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.

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

And the Grantor hereby covenants with said Grantee that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that it has a good right and lawful

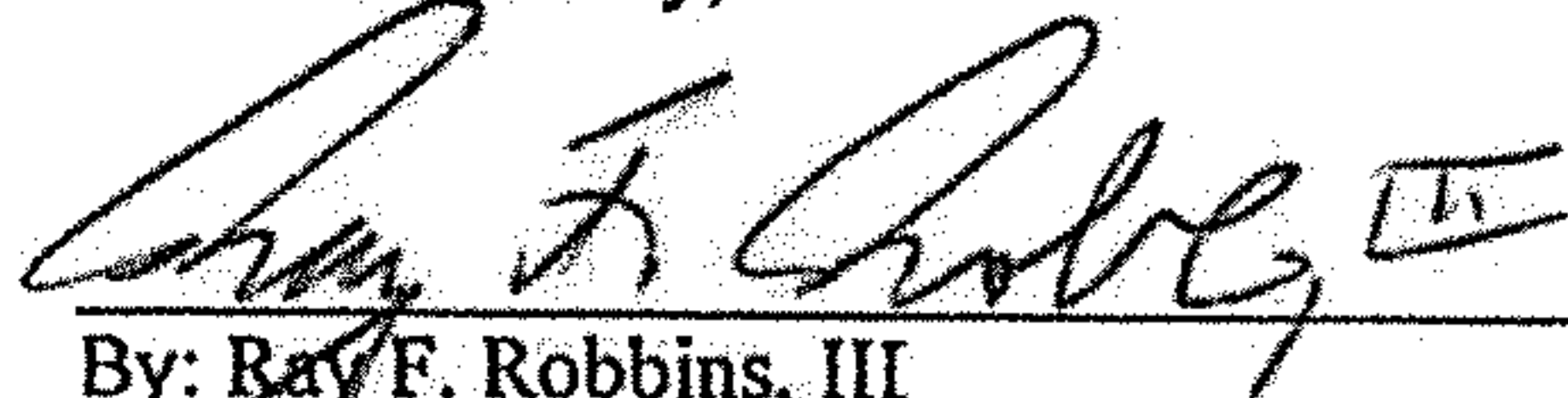
authority to sell and convey the same as aforesaid; that said Grantor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but no other.

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:
Westervelt Realty, Inc	Highpointe Partners, LLC
1400 Jack Warner Parkway	120 Bishop Circle
Tuscaloosa, AL 35404	Pelham, AL 35124
Property Address: N/A	
Date of Sale: March 23, 2023	
Total Purchase Price: \$346,500	
The Purchase Price can be verified in:	<input type="checkbox"/> Closing Statement <input checked="" type="checkbox"/> Sales Contract <input type="checkbox"/> Appraisal <input type="checkbox"/> Bill of Sale <input type="checkbox"/> Property Tax Bill or Assessment <input type="checkbox"/> _____

IN WITNESS WHEREOF, the said Grantor, by its officer who is duly authorized to execute this conveyance, has hereto set his signature and seal this the 23rd day of March 2023.

Westervelt Realty, Inc


 By: Ray F. Robbins, III
 Its: Secretary

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ray F. Robbins, III, whose name as Secretary of Westervelt Realty, Inc is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 23rd day of March, 2023.

Al Bush

Notary Public

My Commission Expires: 4/8/2026

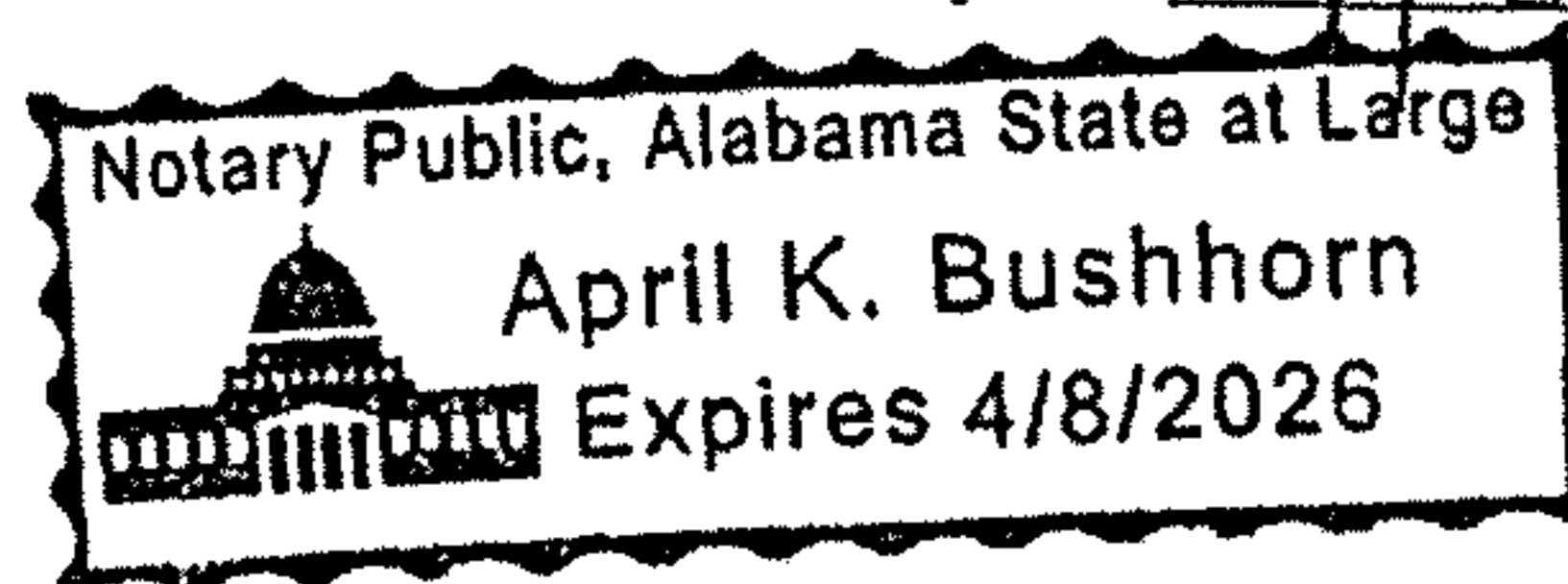


EXHIBIT "A"

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, said point being the point of beginning. From this beginning point proceed North 00° 21' 51" East along the West boundary of said quarter-quarter section for a distance of 307.96 feet to a ½" rebar in place (CA#0114); thence proceed South 89° 38' 09" East for a distance of 1308.47 feet (set ½" rebar CA-0114-LS) to a point on the Southwesterly boundary of a 60 foot roadway; thence proceed South 82° 46' 53" East along the Southwesterly boundary of said roadway for a distance of 66.76 feet; thence proceed South 86° 35' 55" East along the Southwesterly boundary of said roadway for a distance of 106.38 feet; thence proceed South 78° 05' 31" East along the Southwesterly boundary of said roadway for a distance of 62.24 feet; thence proceed South 62° 37' 01" East along the Southwesterly boundary of said roadway for a distance of 51.20 feet; thence proceed South 44° 28' 59" East along the Westerly boundary of said roadway for a distance of 86.37 feet; thence proceed South 27° 20' 32" East along the Westerly boundary of said roadway for a distance of 77.53 feet; thence proceed South 17° 09' 55" East along the Westerly boundary of said roadway for a distance of 124.51 feet; thence proceed South 12° 08' 18" East along the Westerly boundary of said roadway for a distance of 205.76 feet; thence proceed South 15° 05' 02" East along the Westerly boundary of said roadway for a distance of 73.45 feet; thence proceed South 19° 28' 33" East along the Westerly boundary of said roadway for a distance of 59.10 feet; thence proceed South 27° 41' 38" East along the Westerly boundary of said roadway for a distance of 122.84 feet; thence proceed South 38° 57' 58" East along the Westerly boundary of said roadway for a distance of 153.22 feet; thence proceed South 15° 10' 19" East along the Westerly boundary of said roadway for a distance of 66.19 feet; thence proceed South 04° 55' 46" West along the Westerly boundary of said roadway for a distance of 436.93 feet (set ½" rebar CA-0114-LS); thence proceed South 80° 00' 09" West for a distance of 1015.61 feet; (set ½" rebar CA-0114-LS); thence proceed North 77° 04' 03" West for a distance of 986.41 feet (set ½" rebar CA-0114-LS) to a point on the West boundary of the Southeast one-fourth of the Northwest one-fourth of said Section 12; thence proceed North 01° 22' 18" East along the West boundary of said quarter-quarter section for a distance of 1011.63 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama, and contains 60.71 Acres.

Parcel II

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, said point being the point of beginning. From this beginning

point proceed North 00° 21' 51" East along the West boundary of said quarter-quarter section for a distance of 307.96 feet to a ½" rebar in place (CA#0114); thence proceed South 89° 38' 09" East for a distance of 523.68 feet (set ½" rebar CA-0114-LS), said point being the point of beginning. From this beginning point proceed North 21° 06' 14" East for a distance of 37.92 feet; thence proceed North 39° 05' 06" East for a distance of 78.44 feet; thence proceed North 52° 11' 54" East for a distance of 95.11 feet; thence proceed North 63° 04' 30" East for a distance of 134.11 feet; thence proceed North 38° 08' 46" East for a distance of 80.34 feet; thence proceed North 20° 48' 12" East for a distance of 118.16 feet; thence proceed North 31° 07' 04" East for a distance of 72.95 feet; thence proceed South 31° 32' 49" East for a distance of 30.32 feet; thence proceed North 49° 55' 39" East for a distance of 23.25 feet; thence proceed South 13° 42' 57" East along the Westerly boundary of a 60 foot roadway for a distance of 113.58 feet; thence proceed South 26° 38' 18" East along the Westerly boundary of a 60 foot roadway for a distance of 106.98 feet; thence proceed South 41° 39' 34" East along the Westerly boundary of a 60 foot roadway for a distance of 220.55 feet; thence proceed South 55° 36' 27" East along the Westerly boundary of a 60 foot roadway for a distance of 93.93 feet; thence proceed South 71° 32' 17" East along the Westerly boundary of a 60 foot roadway for a distance of 68.51 feet; thence proceed North 89° 38' 09" West for a distance of 784.79 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, Township 21 South, Range 2 West, Shelby County, Alabama and contains 3.32 acres.

Parcel III

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 roadway; thence proceed North 62° 37' 01" West along the centerline of said proposed 60 foot roadway for a distance of 60.06 feet; thence proceed North 78° 05' 31" West along the centerline of said proposed 60 foot roadway for a distance of 68.55 feet; thence proceed North 86° 35' 55" West along the centerline of said proposed 60 foot roadway for a distance of 107.89 feet; thence proceed North 83° 51' 08" West along the centerline of said proposed 60 foot roadway for a distance of 57.08 feet; thence proceed North 71° 32' 17" West along the centerline of said proposed 60 foot roadway for a distance of 66.93 feet; thence proceed North 55° 36' 27" West along the centerline of said proposed 60 foot roadway for a distance of 86.07 feet; thence proceed North 41° 39' 34" West along the centerline of said proposed 60 foot roadway for a distance of 212.93 feet; thence proceed North 26° 38' 18" West along the centerline of said proposed 60 foot roadway for a distance of 99.63 feet; thence proceed North 13° 42' 57" West along the centerline of said proposed 60 foot roadway for a distance of 141.78 feet to the point of beginning of said proposed 60 foot

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

Parcel IV

Commence at the Northeast corner of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama; thence proceed North 89° 03' 03" West along the North boundary of said Section 12 for a distance of 660.78 feet; thence proceed South 60° 37' 32" West for a distance of 1941.03 feet to a (set ½" rebar CA-0114-LS), said point being located on the Easterly boundary of said 60 foot roadway; thence proceed South 27° 22' 59" West for a distance of 30.0 feet to the centerline of said 60 foot roadway and the point of beginning. From this beginning point proceed South 44° 28' 59" East for a distance of 95.68 feet; thence proceed South 27° 20' 32" East along the centerline of said 60 foot roadway for a distance of 84.72 feet; thence proceed South 17° 09' 55" East along the centerline of said 60 foot roadway for a distance of 128.49 feet; thence proceed South 12° 08' 18" East along the centerline of said 60 foot roadway for a distance of 206.31 feet; thence proceed South 15° 05' 02" East along the centerline of said 60 foot roadway for a distance of 71.53 feet; thence proceed South 19° 28' 33" East along the centerline of said 60 foot roadway for a distance of 55.79 feet; thence proceed South 27° 41' 38" East along the centerline of said 60 foot roadway for a distance of 117.72 feet; thence proceed South 38° 57' 58" East along the centerline of said 60 foot roadway for a distance of 156.58 feet; thence proceed South 15° 10' 19" East along the centerline of said 60 foot roadway for a distance of 77.83 feet; thence proceed South 04° 55' 46" West along the centerline of said 60 foot roadway for a distance of 442.24 feet.

Grantor does hereby reserve an easement over the roadway described in Parcel III and Parcel IV above for utilities, ingress, egress and access to and from other property owned by the Grantor. The parties agree Grantor shall continue to maintain the easement as a woods road until such time that Grantor ceases owning any property that uses the above described roadway.

Notwithstanding anything provided herein to the contrary, Grantee may improve the condition of the roadway, but Grantee agrees that in the event the roadway is paved or modified from its current condition as a woods road, Grantor will not be responsible for any damage or destruction caused by Grantor, its agents, contractors, employees or assigns to any improvements beyond the current condition as a passable unpaved woods road. Further, Grantor shall also not be responsible for damages to utilities installed by Grantee, to the extent such damages are caused by normal timber transportation, managing or harvesting operations.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL 5
 03/24/2023 09:37:19 AM
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Allen S. Bayl