

E-5521
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 28th day of June, 2023, by **The Westervelt Company, a Delaware corporation** (hereinafter referred to as the "Grantor"), to **Highpointe 41, LLC** (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 those matters set forth on Exhibit B attached hereto.

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 whomsoever.

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:

The Westervelt Company
Address: 1400 Jack Warner Parkway
Address Tuscaloosa, AL 35404
Attn.: Legal

Grantee's Name and Mailing Address:

Highpointe 41, LLC
Address: 120 Bishop Circle
Address: Pelham, AL 35124
Attn.: Connor Farmer

Property Address: Land, Shelby, Columbiana, AL 35051

Date of Sale: Date first set forth above

Purchase Price: \$1,230,000.00

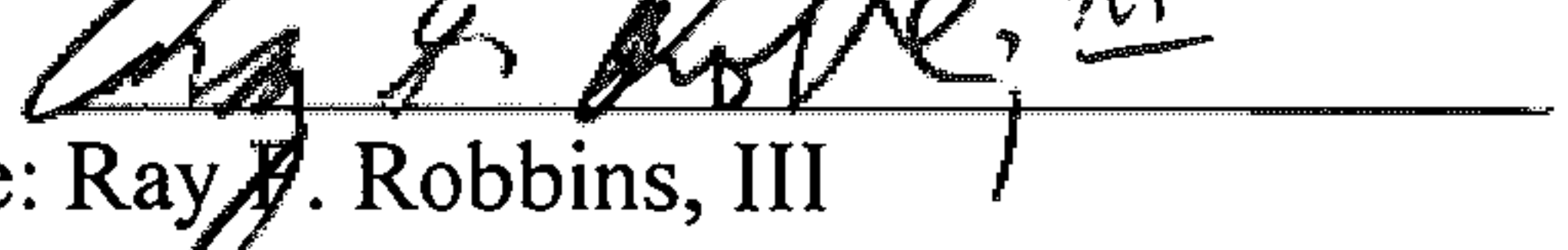
The Purchase Price can be verified by the closing statement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

GRANTOR:

The Westervelt Company, a Delaware corporation

By: 
Name: Ray F. Robbins, III
Title: Vice President, General Counsel & Secretary

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

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, General Counsel & Secretary of The Westervelt 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 or she, as such Vice President, General Counsel & Secretary, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 24th day of June, 2023.

[SEAL]


Notary Public

My Commission Expires:

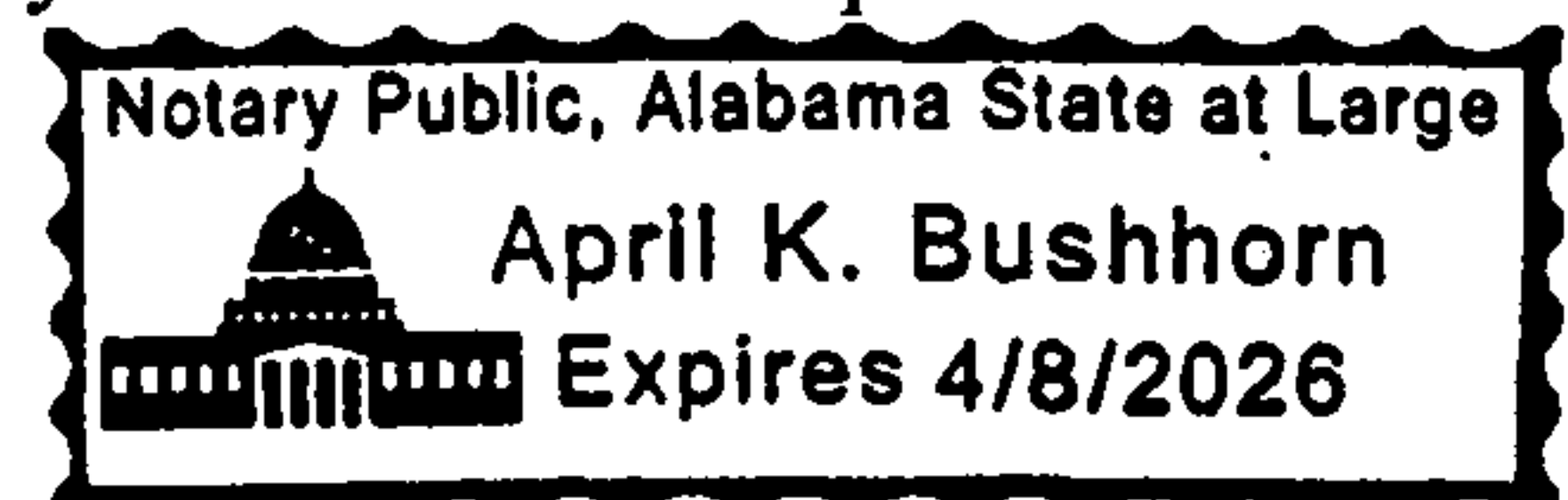


EXHIBIT A

The Property

All that part of the NW 1/4 of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama lying east of Shelby County Highway 47.

West 1/2 of the NE 1/4 of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama.

SW 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 1 West, Shelby County, Alabama.

EXHIBIT B

Permitted Encumbrances

1. All taxes for 2023 and subsequent years, which are a lien not yet payable.
2. 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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/30/2023 10:40:45 AM
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20230630000195260

Allen S. Bayl