

This instrument was prepared by:
Mike T. Atchison
P O Box 822
Columbiana, AL 35051

Send Tax Motes to:
Enviro-Systems, LLC
3212 6th Ave South Ste. 200
Birmingham, AL
35222

EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of ONE DOLLAR and NO/00 (\$1.00), and other good and valuable considerations to the undersigned grantor, in hand paid by grantee herein, the receipt whereof is acknowledged, I or we Westervelt Realty, Inc. grant, bargain, sell and convey unto, ENVIRO-SYSTEMS, LLC, the following described easement, situated in: SHELBY County, Alabama, to-wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION
AND EXHIBIT B FOR ACCESS EASEMENT

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, and I am (we are) lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that I (we) have a good right to sell and convey the same as aforesaid, that I (we) will, and my (our) heirs, executors and administrators shall, warrant and defend the same to the said Grantees, heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of December, 2023.

Tom Chambers
Westervelt Realty, Inc.
By: Tom Chambers
As: Vice President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tom Chambers as Vice President of Westervelt Realty, Inc. whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of December 2023.

Kristin Kornegay
Notary Public
My Commission Expires:



Exhibit "A"

State of Alabama
Shelby County

An easement, 15 feet in width lying seven and one-half feet on each side of the centerline and being more particularly described as follows:

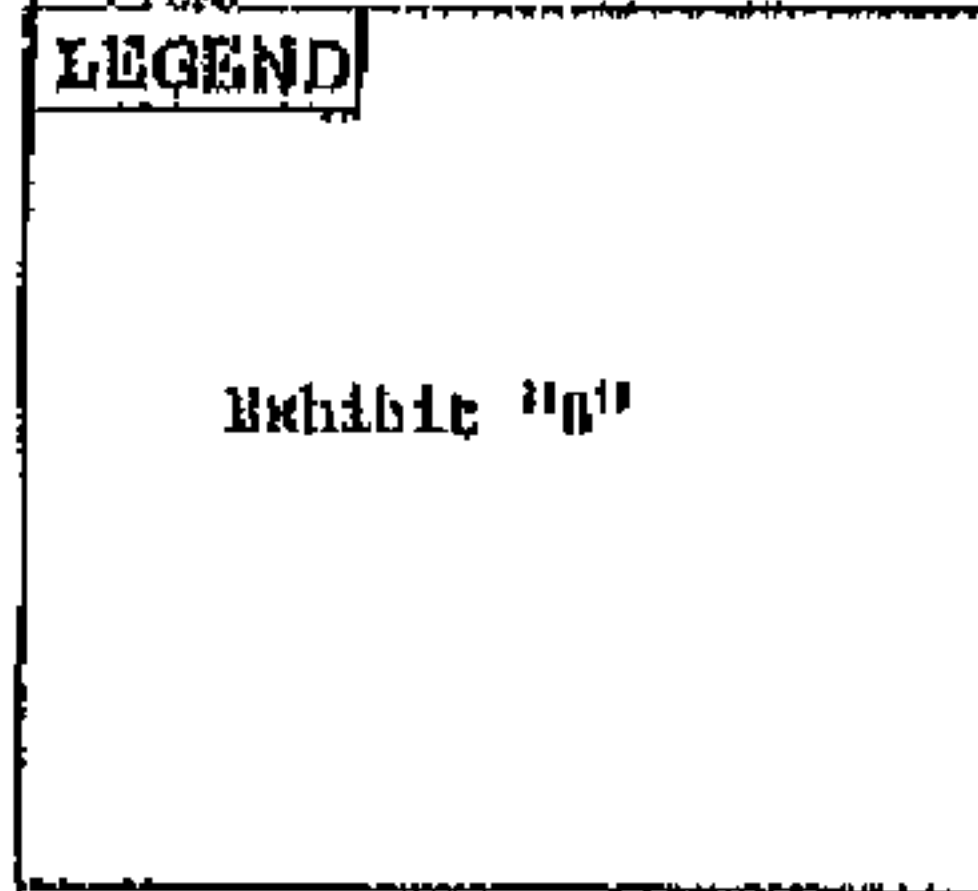
Commence at the Northeast corner of Section 1, Township 20 South, Range 1 East, Huntville Principal Meridian, Shelby County, Alabama, thence S72°00'56"W 2210.16 feet to a point; thence S72°56'37"W 443.66 feet to the point of beginning of the centerline of said easement; thence N41°27'43"E 157.85 feet to a point; thence N34°01'36"E 176.92 feet to a point; thence N10°33'01"W 166.94 feet to a point; thence N11°21'10"W 157.39 feet to a point; thence N11°52'14"W 62.37 feet to a point; thence N12°46'12"W 33.14 feet to a point; thence N23°06'03"W 33.93 feet to a point; thence N36°53'57"W 76.21 feet to a point; thence N40°23'57"W 174.98 feet to a point; thence N37°33'54"W 69.86 feet to a point; thence N39°34'57"W 400.11 feet to a point; thence N10°08'01"W 130.88 feet to a point; thence N79°55'13"W 69.95 feet to a point; thence N1°13'55"E 2.81 feet; thence, in an easterly direction, along and with said southerly railroad right-of-way margin to the East line of Section 36, Township 19 South, Range 1 East, the end of said line and said easement. The sidelines of said easement shall be lengthened or shortened at the point of beginning to coincide with a bearing of N72°56'37"E and at the point of ending to coincide with the East line of said Section 36.

An easement, 15 feet in width lying seven and one-half feet on each side of the centerline, being more particularly described as follows:

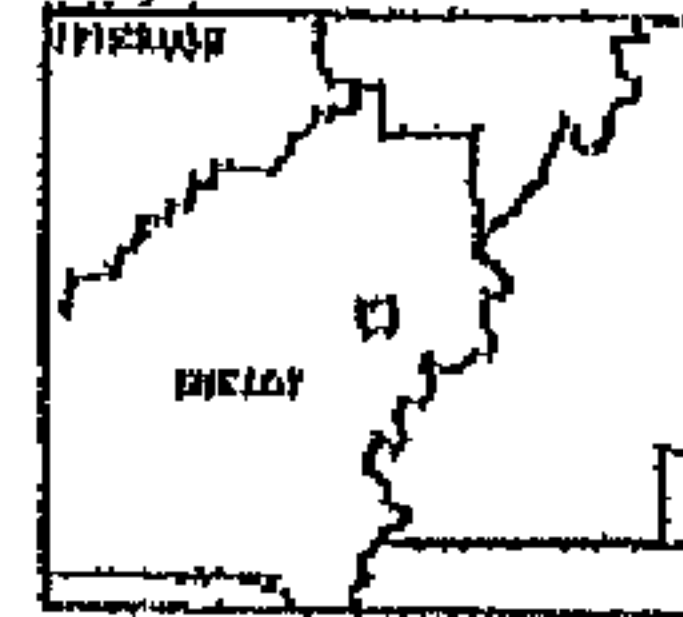
Commence at the Northeast corner of Section 1, Township 20 South, Range 1 East, Huntville Principal Meridian, Shelby County, Alabama, thence S72°00'56"W 2210.16 feet to a point; thence S72°56'37"W 443.66 feet to a point; thence N41°27'43"E 157.85 feet to a point; thence N34°01'36"E 176.92 feet to a point; thence N10°33'01"W 166.94 feet to a point; thence N11°21'10"W 157.39 feet to a point; thence N11°52'14"W 62.37 feet to a point; thence N12°46'12"W 33.14 feet to a point; thence N23°06'03"W 33.93 feet to a point; thence N36°53'57"W 76.21 feet to a point; thence N40°23'57"W 174.98 feet to a point; thence N37°33'54"W 69.86 feet to a point; thence N39°34'57"W 400.11 feet to a point; thence N10°08'01"W 130.88 feet to a point; thence N79°55'13"W 69.95 feet to a point; thence N1°13'55"E 10.31 feet to the southerly right-of-way margin of the Norfolk-Southern Railroad right-of-way; thence N7°04'34"E 100.41 feet to the northerly right-of-way margin of said railroad right-of-way and beginning of said easement; thence N2°55'16"E 11.81 feet to a point; thence N21°13'04"W 29.05 feet to a point; thence N39°05'48"W 102.15 feet to a point; thence N43°24'41"W 105.19 feet to a point; thence N37°56'16"W 103.98 feet to a point; thence N44°26'58"W 106.29 feet to a point; thence N3°31'42"W 104.47 feet to a point; thence N41°09'40"W 83.14 feet to a point; thence N48°34'17"W 16.34 feet to a point; thence N39°31'40"W 13.83 feet to a point; thence N43°12'58"W 92.88 feet to a point; thence N41°50'27"W 98.77 feet to a point; thence

N40°29'09"W 88.02 feet to a point; thence N42°31'21"W 98.50 feet to a point; thence N44°26'33"W 109.93 feet to a point; thence N40°53'19"W 107.71 feet to a point; thence N44°01'55"W 227.66 feet to a point; thence N0°00'25"E 372.34 feet to a point; thence N0°32'48"E 116.42 feet to a point; thence N0°12'16"W 110.26 feet to a point; thence N0°25'05"E 160.79 feet to a point; thence N90°00'00"W 62.10 feet to a point; thence N0°43'20"W 2641.42 feet to a point; thence N96°00'00"E 97.66 feet to a point; thence N0°08'09"W 274.82 feet to a point; thence N1°30'12"W 235.48 feet, more or less to the southwest right-of-way margin of an Alabama Power Company Easement; thence N19°38'53"W 4776.62 feet to the southerly line of the Gardner Parcel, the end of said line and said easement. The sidelines of said easement shall be lengthened or shortened at point of beginning to coincide with said northerly railroad right of way, at the Pritchard parcel to coincide with northerly, westerly and southerly line of said Pritchard parcel and at the point of ending to coincide with the southerly line of the Gardner property.

ACCESS EASEMENT



County: MISSISSIPPI
 District: COXUMBIANA
 MapArea: WESTGARD (200)
 Computat: 30
 QuadName: CONVERSEVILLE



Date: _____
 Forester: _____
 ACN: _____

11-11-08
 1 in. = 1 Mile

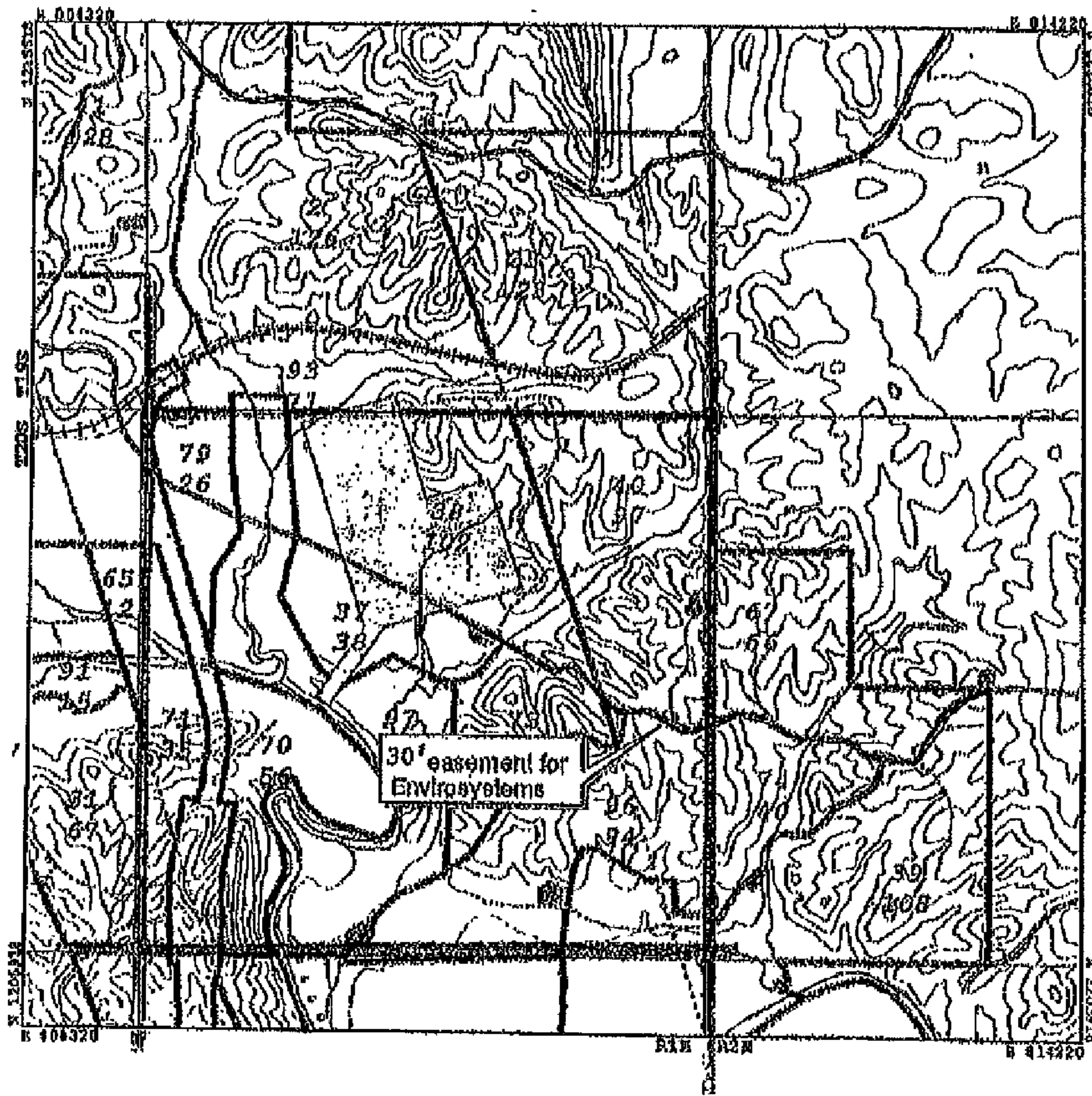


EXHIBIT "B"
PROMISSORY NOTE

\$100,000.00

This Promissory Note ("Note") is effective as of December 5, 2023 ("Effective Date"), by and between The Westervelt Company, a Delaware corporation ("Lender") and Enviro-systems, L.L.C., (individually and collectively the "Borrower").

The Borrower promises to pay to the order of the Lender, at 1400 Jack Warner Parkway NE, Tuscaloosa, AL 35404, or at such other place as Lender may direct in writing, the principal sum of One Hundred Thousand and No/100 Dollars (\$1000,000.00) in lawful currency of the United States, together with interest at the rate and at the times set out hereinafter.

Interest shall accrue on a daily basis on the outstanding principal balance of this Note at a rate of 6.0% per annum. The unpaid principal and accrued interest shall be due and payable in full on December 4, 2024 (the "Due Date"). Any and all payments shall be applied first to the expenses of the Lender, if any, then to accrued interest, and the remainder, if any, to reduction of principal.

The Borrower may prepay this Note in full or in part at any time without premium or penalty. All prepayments shall first be applied to outstanding late fees, then to accrued interest and thereafter to the principal loan amount.

At the option of the Lender, this Note shall become immediately due and payable upon the sale, conveyance, transfer or disposition by the Borrower of the real property and improvements which have been encumbered as security for the Note, as more particularly set forth below, or any part thereof, or any interest therein, whether voluntarily, involuntarily or otherwise, or agreement so to do, without the prior written consent of the holder hereof.

If the balance is not paid in full by the Due Date, or upon any default in the performance of any of the covenants or agreements of this Note, or of any instrument now or hereafter evidencing or securing this Note or the obligation represented hereby, the entire indebtedness (including principal and interest) remaining unpaid shall, at the option of the Lender or holder thereof, become immediately due, payable and collectible, and, during the period of any default, all amounts due and payable hereunder shall bear interest at the maximum rate permitted by law in effect at the time of the default. Such default interest shall be in addition to all other rights and remedies provided herein or by law for the benefit of the Lender upon a default.

Notwithstanding anything contained herein to the contrary, Lender shall never be entitled to receive, collect, or apply, as interest on the obligation, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and, in the event Lender ever receives, collects or applies as interest, any such excess, such amount which would be excessive interest shall be applied to the reduction of the principal debt; and, if the principal debt is paid in full, any remaining excess shall forthwith be paid to Borrower.

Borrower agrees to pay all costs of collection, including all court costs, other legal expenses, and reasonable attorneys' fees, including, without limitation, attorneys' fees incurred in connection with consultations, litigation, bankruptcy, receivership or any other such proceeding, through any and all appellate representation in connection with all of the foregoing.

The Borrower hereby waives presentment for payment, demand, notice of dishonor or non-payment, notice of default, notice of protest, and protest of this Note. The Borrower hereby consents to any number of extensions of time, and any and all renewals, waivers, and modifications of this Note or any one or any combination of the foregoing that may be made or granted by the Lender. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note or any other instrument now or hereafter evidencing or securing this Note, or the obligation represented hereby.

Borrower hereby reserves and is hereby granted the right, at any time or times hereafter if not at any such time in default hereunder, to anticipate and prepay all or any part of the principal at such time remaining unpaid hereunder, and any such prepayment of principal shall be applied against the principal amounts outstanding; provided, however, that any such prepayment shall not postpone or extend the due date. No such prepayment shall be deemed a waiver of, or estoppel with respect to, any right or remedy available to the holder hereof under this Note or any other instrument securing this Note, including, without limitation, a waiver of any default which shall have accrued hereunder.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER IT OR ITS SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENTS CONTEMPLATED THEREBY TO BE EXECUTED, IN CONJUNCTION THEREWITH, OR IN CONJUNCTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS LOAN TRANSACTION.

The liability of each of the undersigned shall be joint and several, absolute and unconditional, without regard to the liability of any other party executing or endorsing this Note. Further, each of the undersigned guarantees prompt payment in the full amount of principal of the indebtedness as and when the same will, in any manner, be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.

If any term or provision hereof is illegal, it will be severable here from and all remaining provisions will remain in full force and effect. This Note is to be governed by and construed in accordance with the laws of the State of Alabama except to the extent United States federal law permits the holder to contract for, charge or receive a greater amount of interest. In any action brought under or arising out of this Note, the Borrower hereby consents to the in personam jurisdiction of any state or federal court sitting in Tuscaloosa, Alabama, waives any claim or defense that such forum is not convenient or proper, and consents to service of process by any means authorized by Alabama law.


The remainder of this page has intentionally been left blank.

Signature page to follow.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Note on the date set forth above.

BORROWER:

ENVIRO-SYSTEMS, L.L.C.

By: 
Name: John McDonald
Its: Manager



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/06/2023 12:36:05 PM
\$38.00 BRITTANI
20231206000352390

