THIS DEED WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR SURVEY AND WITH LEGAL DESCRIPTION PROVIDED BY GRANTOR.

NO REPRESENTATIONS CONCERNING TITLE OR THE ACCURACY OF THE LEGAL DESCRIPTION ARE MADE BY THE PREPARER OF THIS INSTRUMENT.

Send Tax Notice to: Samuel W. Sharp, Trustee 3640 Shamley Drive Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF SHELBY

SOURCE OF TITLE: Instrument #20210324000147170

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, effective as of the day of day of 2024, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to

SAMUEL W. SHARP, AS TRUSTEE OF TRUST "B" UNDER THE SHARP REVOCABLE TRUST AGREEMENT ORIGINALLY DATED AUGUST 11, 2006, AS AMENDED AND RESTATED,

whose mailing address is 3640 Shamley Drive, Birmingham, Alabama 35223,

(herein referred to as "Grantor"), in hand paid by

CHARLES SHARP, JR., AS TRUSTEE OF TRUST "B" FBO CHARLES SHARP, JR. UNDER THE SHARP REVOCABLE TRUST AGREEMENT ORIGINALLY DATED AUGUST 11, 2006, AS AMENDED AND RESTATED

whose mailing address is 2 Clarendon Road, Birmingham, Alabama 35213,

THOMAS E. SHARP, AS TRUSTEE OF TRUST "B" FBO THOMAS E. SHARP UNDER THE SHARP REVOCABLE TRUST AGREEMENT ORIGINALLY DATED AUGUST 11, 2006, AS AMENDED AND RESTATED

whose mailing address 1250 Bay Pointe Terrace, Alpharetta, Georgia 30005,

SAMUEL W. SHARP, AS TRUSTEE OF TRUST "B" FBO SAMUEL W. SHARP UNDER THE SHARP REVOCABLE TRUST AGREEMENT ORIGINALLY DATED AUGUST 11, 2006, AS AMENDED AND RESTATED

whose mailing address is 3640 Shamley Drive, Birmingham, Alabama 35223,

and

KATHERINE G. SHARP, AS TRUSTEE OF TRUST "B" FBO KATHERINE G. SHARP UNDER THE SHARP REVOCABLE TRUST AGREEMENT ORIGINALLY DATED AUGUST 11, 2006, AS AMENDED AND RESTATED

whose mailing address is 2836 Surrey Road, Birmingham, Alabama 35223

(hereinafter referred to each singularly as a "Grantee" and collectively as "Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said Grantees, in equal undivided interests, as tenants in common, the following described real property situated in Shelby County, Alabama [herein referred to as the "Property"; the Property being rural land located off of Highway 441, Wilsonville, Alabama 35186, and having an aggregate Assessor's Market Value of \$1,192,770 (\$221,760 and \$20,870 and \$604,690 and \$345,450), as can be verified by the records of the Shelby County, Alabama Property Tax Commissioner (the Property being identified as Parcel Nos. 17-4-17-0-000-004.000, 17-4-17-0-000-005.000, 17-4-18-0-000-004.001 and 17-4-19-0-000-001.000)], to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION OF PROPERTY.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, improvements, hereditaments, tenements and appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said Property.

This conveyance is made subject to the following:

- 1. Taxes for the current and subsequent years which are not yet due and payable.
- 2. Any and all previous reservations or conveyances, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on and under the Property, together with all rights in connection therewith (however, minerals are conveyed as a part of the Property to the extent, if any, owned by Grantor); all recorded encumbrances, if any; recorded or unrecorded easements, liens, dedications, restrictions, covenants, declarations, reservations, limitations, conditions, uses, agreements, set-back lines, rights-of-way, subdivision and other regulations, utilities, flood easements, flood zones, and other matters of record in the Probate Office of Shelby County, Alabama, and to all applicable zoning ordinances and/or restrictions, prohibitions and/or other requirements imposed by governmental authorities, if any; any rights of parties in possession; all recorded or unrecorded leases affecting the Property, if any; and any encroachments, overhangs, deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, etc., which would be disclosed by a true and accurate survey of the Property.

TO HAVE AND TO HOLD to the said Grantees, in equal undivided interests, as tenants in common, and to each Grantees' respective successors and assigns, in fee simple forever.

NOTES:

- 1. On or about August 11, 2006, the Sharp Revocable Trust (the "Trust") was validly created for the initial benefit of Charles E. Sharp during the term of his life, pursuant to that certain revocable trust agreement entitled "The Sharp Revocable Trust" entered into by Charles E. Sharp and Katherine G. Sharp, as "Grantors" and as "Trustee" thereunder (the "original trust agreement"), and which original trust agreement was amended on June 20, 2011, was restated on June 11, 2014, by Charles E. Sharp, as "Grantor" and "Trustee", pursuant to that certain revocable trust agreement entitled "First Restatement of The Sharp Revocable Trust Agreement Originally Dated August 11, 2006" (the "First Restated Trust Agreement"), and was again restated on August 15, 2019, by Charles E. Sharp, as "Grantor" and "Trustee", pursuant to that certain revocable trust agreement entitled "Second Restatement of The Sharp Revocable Trust Agreement Originally Dated August 11, 2006" (the "Second Restated Trust Agreement").
- 2. Charles E. Sharp, who is one and the same person as Charles E. Sharp, Sr. and Charles Eugene Sharp, died on or about October 11, 2019. Pursuant to the terms of Article XVIII of the Trust Agreement, following the death of Charles E. Sharp, the said Katherine G. Sharp was granted the right to add further trustees and to redesignate successor trustees of any such trusts created under the Trust Agreement. Pursuant to the exercise of such right, the said Katherine G. Sharp appointed herself and Samuel W. Sharp to serve as trustees of the trusts created under the Trust Agreement for the benefit of the said Katherine G. Sharp, which trusts include, without limitation, Trust Estate "B" (herein referred to as "Trust 'B") created under the Trust Agreement, which Trust "B" is to be held for the use and benefit of the said Katherine G. Sharp during her lifetime.
- 3. Katherine G. Sharp died on or about October 8, 2023. Accordingly, Samuel W. Sharp is currently serving as Trustee of Trust "B". For clarification purposes, Katherine G. Sharp shared a name with her daughter, also named Katherine G. Sharp, who is Trustee of Trust "B" FBO Katherine G. Sharp under the Sharp Revocable Trust Agreement Originally Dated August 11, 2006 ("Trust "B" FBO Katherine G. Sharp"), a Grantee herein. References in Notes 1 and 2 of this Deed to "Katherine G. Sharp" are to the mother Katherine G. Sharp and not the Trustee of Trust "B" FBO Katherine G. Sharp.
- 4. Further pursuant to the terms of the Trust Agreement, the Property has been apportioned to the trusts named as Grantees herein created under the Trust Agreement, and this Deed is being entered into by the Grantor to evidence and complete the distribution and conveyance of the Property to the Trustees of said trusts, being the Grantees herein.
- 5. The Property being conveyed hereby to the Grantees is specifically conveyed to the Grantees in the Grantees' fiduciary capacities as named herein, to have, hold, maintain and distribute in strict accordance with the terms of the Trust Agreement relating to, and as a part of, Trust "B" held thereunder for the benefit of the beneficiary(ies) thereof as provided therein.
- 6. This instrument is being executed by the undersigned Grantor solely in the fiduciary capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in the undersigned's individual capacity, and the undersigned expressly limits his liability hereunder solely to the property now or hereafter held by him as the Trustee of Trust "B".

9. **REAL ESTATE SALES VALIDATION INFORMATION:** In lieu of the submission of a separate Real Estate Sales Validation Form (the "Validation Form"), to the best of the undersigned's knowledge, this conveyance document contains all of the information which would otherwise be included on such Validation Form. The undersigned attests that, to the best of the undersigned's knowledge, such information so contained in this Deed is true and accurate. The undersigned further understands that any false statements claimed may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1(h).

[Remainder of Page Intentionally Left Blank - Signature Pages Follow]

IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hand and seal effective as of the date first above written.

Grantor;

Samuel W. Sharp, as Trustee of Trust "B" under the Sharp Revocable Trust Agreement Originally Dated August 11,

2006, as amended and restated Date of Execution: August 23 2024

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county in said, hereby certify that Samuel W. Sharp, as Trustee of Trust "B" under the Sharp Revocable Trust Agreement Originally Dated August 11, 2006, as amended and restated, 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, in his capacity as such Trustee, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of August, 2024.

 $\{SEAL\}$

Notary Public

My Commission Expires:

This instrument prepared by:

Dorothy L. Donaldson, Esq. Dentons Sirote PC 2311 Highland Avenue South Birmingham, Alabama 35205

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

A parcel of land located in a part of Sections 17, 18, and 19, Township 20 South, Range 2 East Shelby County, Alabama. Said parcel being more particularly described as follows: As a point-of-beginning start at the SE corner of Section 18 and run South 2 degrees 32 minutes and 25 seconds West and along the East Boundary of Section 19 for a distance of 1321.64 ft. to a point; thence run North 86 degrees 54 minutes and 35 seconds West and along the South line of the N 1/2 of the N 1/2 of Section 19 for a distance of 1964.96 ft. to a point; thence run North 02 degrees 56 minutes and 25 seconds East and along the West line of the E 1/2 of the NW 1/4 of the NE 1/4 for a distance of 1317.74 ft. to a point lying on the South line of Section 18; thence run North 87 degrees 01 minutes and 35 seconds West and along the South line of said section for a distance of 651.94 ft. to a point; thence run North O degrees 30 minutes and 25 seconds East and along the West line of the E 1/2 of the S 1/2 Section 18 for a distance of 1335.86 ft. to a point; thence run North 87 degrees 05 minutes and 35 seconds West and along the South line of the NE 1/4 of the SW 1/4 of Section 18 for a distance of 325.28 ft. to a point; thence run North 21 degrees 18 minutes and 25 seconds East for a distance of 668.63 to a point; thence run South 87 degrees Ol minutes and 33 seconds East for a distance of 3047.35 ft. to a point on the West bank of Yellow Creek; thence run South and along a meandering Yellow Creek to the intersection of the South line of Section 17; thence run North 87 degrees 06 minutes and 40 seconds West and along the South line of Section 17 for a distance of 1313.70 ft. to the point-of-beginning. Said parcel containing 233.94 acres more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/26/2024 11:59:01 AM
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