

This Instrument was Prepared by:

Send Tax Notice To: Shelby County, Alabama

Mike T. Atchison, Attorney at Law  
101 West College Street  
Columbiana, AL 35051

200 West College Street  
Columbiana, AL 35051

**CORPORATION STATUTORY  
WARRANTY DEED**

State of Alabama

} Know All Men by These Presents:

County of Shelby

That in consideration of the sum of **One Million Six Hundred Eighteen Thousand Fifty Dollars and No Cents (\$1,618,050.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor, **The Westervelt Company**, (herein referred to as Grantor), in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto **Shelby County, Alabama**, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama, to wit;

SEE EXHIBIT "A" ATTACHED HERETO

This conveyance is subject to outstanding ad valorem taxes, statutory rights of redemption, restrictive covenants, rights of way, easement and reservations of record that apply to the herein above described real property.

\$0.00 of the purchase price of the above described property was financed with the proceeds of a mortgage loan closed simultaneously herewith.

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

AND THE GRANTOR HEREBY COVENANT, with the Grantee, except as above noted, that at the time of the delivery of this Deed, the premises were free from all encumbrances made by it and that it will warranty and defend the same against the lawful claims and demands of all persons claiming, by, through or under it but against none other.

IN WITNESS WHEREOF, the said Grantor, by its VP, Sec & gen. counsel who is/are authorized to execute this conveyance, has hereto set its signature and seal, this the 14<sup>th</sup> day of January, 2026.

  
The Westervelt Company  
Ray F. Robbins, III  
Vice President, Secretary and General Counsel

State of Alabama

County of Shelby

I, Veronica Cook, a Notary Public in and for said County in said State, hereby certify that Ray F. Robbins, III as Vice President, Secretary and General Counsel of The Westervelt Company 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 foregoing conveyance he/she/they as such officer and with full authority executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this the 14<sup>th</sup> day of January, 2026

  
Notary Public, State of Alabama

My Commission Expires: 4-11-29



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land situated in Sections 24 and 25, all in Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the NE corner of the NE 1/4 of the NW 1/4 of Section 24, Township 21 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence South 00 degrees 01 minutes 31 seconds West a distance of 1357.79 feet; thence South 89 feet 05 minutes 16 seconds East, a distance of 1352.29 feet; thence South 00 degrees 05 minutes 01 seconds West a distance of 1331.71 feet; thence North 88 degrees 08 minutes 39 seconds West a distance of 1340.83 feet; thence South 00 degrees 23 minutes 45 seconds East a distance of 2252.34 feet to the centerline of a creek; thence South 53 degrees 39 minutes 00 seconds West and along said centerline of creek a distance of 110.52 feet; thence South 18 degrees 02 minutes 27 seconds West and along said centerline of creek a distance of 192.52 feet; thence South 45 degrees 50 minutes 24 seconds West and along said centerline of creek a distance of 139.44 feet; thence South 51 degrees 34 minutes 52 seconds West and along said centerline of creek a distance of 41.85 feet; thence South 14 degrees 40 minutes 35 seconds West and along said centerline of creek a distance of 20.81 feet; thence South 12 degrees 09 minutes 27 seconds East and along said centerline of creek a distance of 121.37 feet; thence South 05 degrees 42 minutes 16 seconds West and along said centerline of creek a distance of 44.81 feet; thence South 58 degrees 25 minutes 31 seconds West and along said centerline of creek a distance of 112.74 feet; thence South 20 degrees 08 minutes 17 seconds West and along said centerline of creek a distance of 81.52 feet; thence South 05 degrees 32 minutes 00 seconds East and along said centerline of creek a distance of 140.04 feet; thence South 45 degrees 32 minutes 30 seconds West and along said centerline of creek a distance of 101.84 feet; thence South 34 degrees 19 minutes 30 seconds West and along said centerline of creek a distance of 90.68 feet; thence South 22 degrees 13 minutes 14 seconds West and along said centerline of creek a distance of 75.27 feet; thence North 88 degrees 13 minutes 43 seconds West and leaving said centerline of creek a distance of 806.90 feet; thence North 00 degrees 03 minutes 45 seconds West a distance of 1992.03 feet; thence North 01 degree 02 minutes 23 seconds West a distance of 1325.49 feet; thence North 00 degrees 29 minutes 12 seconds East a distance of 2640.50 feet; thence South 89 degrees 17 minutes 03 seconds East a distance of 1305.68 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shifflett, dated June 12, 2025.

Grantor hereby reserves from the sale of the Property for itself and its successor and assigns the following: all oil, gas and minerals presently owned Seller located in, on, or under the Property, including the right to convey or the right to execute leases with respect to the Seller'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 conflict with the Buyer's intended use for the Property. In association with Seller's reservation of all mineral right as described in the paragraph above, Seller does agree to and does hereby waive for itself, its successor and assigns, all right to access and utilize the surface of the Property for all minerals purposes and the first (300) feet below the surface of the Property in which Seller may own mineral rights to access subsurface water, petroleum, gas, oil and other hydrocarbon substances (Subsurface Materials) but in no event is mining activities for minerals (other than oil and gas) permitted on the surface or any depth below the surface or for any other purpose for the purpose of mining, producing, transporting, storing, drilling, and exploring for such subsurface materials. This waiver however shall in no way be construed to affect, limit or restrict the right of Seller to lease, develop, and/or produce oil and gas (does not include landfill/methane gas produced by Buyer's activities) in, on or under, or that may be produced from the Property by pooling or unitization of the property with other lands or by utilizing directional or horizontal drilling from wells sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property or first (300) feet below the surface of the Property. All future leases and conveyances of all or any part of the oil and gas right shall be subject to and burdened by the foregoing surface and first 300 feet below the surface waiver provisions and automatically shall be construed to contain a contractual waiver by the lessees or grantee (as applicable) of the right to enter upon the surface of the Property, such that none of the oil and gas may be explored for or produced (either by themselves or in conjunction with any other undivided interest in the minerals estate underlying or appurtenant to the Property) by drilling or any other activities conducted on the surface of the Property or the first 300 feet.

