

2015 10087
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09-01-2015 01:42:46 PM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

THIS INSTRUMENT PREPARED BY:
F. Wayne Keith
Law Offices of F. Wayne Keith PC
120 Bishop Circle
Pelham, Alabama 35124

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WARRANTY DEED


20150922000332490 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
09/22/2015 02:31:49 PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Four Hundred Thousand and no/100's Dollars (\$400,000.00)** to the undersigned grantor,

Highway 13, LLC, an Alabama limited liability company

in hand paid by the grantee herein, the receipt whereof is hereby acknowledged the said grantor does grant, bargain, sell and convey unto

Smith Commercial Investments, LLC

the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land situated in South 1/2 of Section 17, and the North 1/4 of Section 20, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the SW corner of the SE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence N 0°49'45" W along the west line of said 1/4 section a distance of 2267.37 feet to a point on the centerline of Hancock Creek, said point being the POINT OF BEGINNING; thence S 41°55'09" E along said centerline a distance of 40.03 feet to a point; thence S 27°46'01" E along said centerline a distance of 140.20 feet to a point; thence S 31°14'19" E along said centerline a distance of 160.70 feet to a point; thence S 04°02'06" W along said centerline a distance of 31.07 feet to a point; thence N 76°32'24" E along said centerline a distance of 15.22 feet to a point; thence S 01°46'15" W along said centerline a distance of 71.71 feet to a point; thence S 08°03'51" E along said centerline a distance of 69.44 feet to a point; thence S 23°27'30" E along said centerline a distance of 99.17 feet to a point; thence S 40°00'23" E along said centerline a distance of 83.43 feet to a point; thence S 42°00'01" E along said centerline a distance of 201.78 feet to a point; thence S 34°33'10" E along said centerline a distance of 87.32 feet to a point; thence S 18°59'46" E along said centerline a distance of 112.79 feet to a point; thence S 33°28'07" E along said centerline a distance of 138.18 feet to a point; thence S 22°41'02" E along said centerline a distance of 60.26 feet to a point; thence S 67°15'24" W along said centerline a distance of 384.10 feet to a point; thence S 18°50'45" W along said centerline a distance of 105.74 feet to a point; thence S 16°58'30" E along said centerline a distance of 77.12 feet to a point; thence S 40°42'43" E along said centerline a distance of 97.31 feet to a point; thence S 80°54'49" E along said centerline a distance of 73.72 feet to the intersection of said centerline and the northern bank of the Cahaba River; thence S 24°16'00" W leaving said centerline and along said bank a distance of 66.70 feet to a point; thence S 16°22'30" W along said bank a distance of 65.55 feet to a point; thence S 21°13'39" E along said bank a distance of 56.48 feet to a point; thence S 00°21'15" W along said bank a distance of 68.59 feet to a point; thence S 32°54'47" W along said bank a distance


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of 207.01 feet to a point; thence S 16°39'10" W along said bank a distance of 197.15 feet to a point; thence S 19°24'51" W along said bank a distance of 146.95 feet to a point; thence S 17°04'59" W along said bank a distance of 58.12 feet to a point; thence S 13°06'47" W along said bank a distance of 93.38 feet to a point; thence S 09°20'43" W along said bank a distance of 81.03 feet to a point; thence S 06°00'23" W along said bank a distance of 153.91 feet to a point; thence S 11°52'32" W along said bank a distance of 107.06 feet to a point; thence S 18°08'20" W along said bank a distance of 99.61 feet to a point; thence S 22°32'38" W along said bank a distance of 84.23 feet to a point; thence S 25°49'06" W along said bank a distance of 61.41 feet to a point; thence S 37°36'54" W along said bank a distance of 51.33 feet to a point; thence S 51°18'01" W along said bank a distance of 41.62 feet to a point; thence S 58°44'27" W along said bank a distance of 39.38 feet to a point; thence S 72°57'55" W along said bank a distance of 97.55 feet to a point; thence S 89°42'53" W along said bank a distance of 38.27 feet to a point; thence S 75°43'23" W along said bank a distance of 46.39 feet to a point; thence S 63°46'40" W along said bank a distance of 43.79 feet to a point; thence S 57°10'31" W along said bank a distance of 48.07 feet to a point; thence S 53°47'02" W along said bank a distance of 40.27 feet to a point; thence S 65°00'42" W along said bank a distance of 45.83 feet to a point; thence S 75°33'23" W along said bank a distance of 91.71 feet to a point; thence S 74°51'50" W along said bank a distance of 61.69 feet to a point; thence S 82°09'08" W along said bank a distance of 68.09 feet to a point; thence S 86°34'19" W along said bank a distance of 143.13 feet to a point; thence N 87°43'02" W along said bank a distance of 126.17 feet to a point; thence N 84°03'38" W along said bank a distance of 208.26 feet to a point; thence N 86°02'18" W a distance of 60.92 feet; thence N 80°53'14" W along said bank a distance of 172.20 feet to a point; thence N 76°00'38" W along said bank a distance of 68.53 feet to a point; thence N 84°30'46" W along said bank a distance of 280.49 feet to a point; thence N 87°11'26" W along said bank a distance of 104.77 feet to a point; thence N 72°37'41" W along said bank a distance of 55.52 feet to a point; thence N 65°18'07" W along said bank a distance of 125.37 feet to a point; thence N 68°29'13" W along said bank a distance of 96.94 feet to a point; thence N 62°33'16" W along said bank a distance of 50.85 feet to a point; thence N 47°24'33" W along said bank a distance of 42.96 feet to a point; thence N 34°32'11" W along said bank a distance of 70.34 feet to a point; thence N 38°27'34" W along said bank a distance of 70.69 feet to a point; thence N 33°10'26" W along said bank a distance of 68.35 feet to a point; thence N 29°19'23" W along said bank a distance of 57.88 feet to a point; thence N 31°15'48" W along said bank a distance of 52.53 feet to a point; thence N 28°41'31" W along said bank a distance of 61.43 feet to a point; thence N 25°28'49" W along said bank a distance of 84.54 feet to a point; thence N 16°29'26" W along said bank a distance of 64.47 feet to a point; thence N 11°00'04" W along said bank a distance of 66.43 feet to a point; thence N 04°55'40" W along said bank a distance of 83.53 feet to a point; thence N 02°30'55" W along said bank a distance of 85.58 feet to a point; thence N 00°23'39" E along said bank a distance of 95.65 feet to a point; thence N 12°07'44" E along said bank a distance of 47.23 feet to a point; thence N 33°23'04" E along said bank a distance of 56.79 feet to a point; thence N 38°23'46" E along said bank a distance of 50.49 feet to a point; thence N 24°21'52" E along said bank a distance of 75.49 feet to a point; thence N 17°27'50" E along said bank a distance of 88.64 feet to a point; thence N 17°24'52" E along said bank a distance of 107.43 feet to a point; thence N 17°06'43" E along said bank a distance of 116.71 feet to a point; thence N 20°38'43" E along said bank a distance of 81.95 feet to a point; thence N 12°33'18" E along said bank a distance of 76.14 feet to a point; thence N 12°27'21" E along said bank a distance of 61.16 feet to a point; thence N 08°00'34" E along said bank a distance of 62.56 feet to a point; thence N 05°18'23" W along said bank a distance of 64.38 feet to a point; thence N 18°23'44" W along said bank a distance of 58.60 feet to a point; thence N 36°03'11" E leaving said bank a distance of 1340.87 feet to a point in the centerline of a dirt road; thence S 44°58'38" E along said centerline a distance of 68.22 feet to a point; thence S 26°14'52" E along said centerline a distance of 131.22 feet to a point; thence S 40°56'32" E along said centerline a distance of 205.11 feet to a point; thence S 43°22'40" E along said centerline a distance of 80.96 feet to a point; thence S 25°14'57" E along said centerline a distance of 190.06 feet to a point;

thence S 51°31'41" E along said centerline a distance of 148.58 feet to a point; thence S 47°01'18" E along said centerline a distance of 60.98 feet to a point; thence N 54°15'33" E leaving said centerline a distance of 401.45 feet to a point; thence N 43°31'44" E a distance of 691.65 feet to a point; thence N 00°11'37" W a distance of 301.02 feet to a point on the centerline of Hancock Creek; thence S 36°22'40" E along said centerline a distance of 158.18 feet to the POINT OF BEGINNING. Said parcel of land contains 150.00 acres, more or less.

Subject to:

1. Taxes due in the year of 2015, a lien, but not yet payable, until October 1, 2015.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
4. Rights or claims of parties in possession not shown by the public records.
5. Any facts, rights, interest, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
6. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
8. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
9. That certain Hunting, Fishing and Recreation Lease Agreement [Cahaba River WMA] between SWF Birmingham, LLC and the Alabama Trust Fund for the State of Alabama (pursuant to Amendment 543 to the Alabama Constitution of 1901) as recorded in 200911 1800042843; First Amendment 201301 17000024840; Second Amendment 201301 17000024850; Third Amendment 2014018100002583 10 and Fourth Amendment 201408180000258320 in the Probate Office of Shelby County Alabama.
10. Lease agreement between United States Steel Corporation and GeoMet, Inc. as evidenced by Memorandum of Lease recorded in Instrument #2002-29918 and modified by First Amendment recorded in Instrument #2003-21835 and instrument #2003-21834; Second Amendment recorded in Instrument #2003-68315 and Instrument #2003-68316; Unrecorded Third Amendment; Fourth Amendment recorded in Instrument #2005-26637 and Instrument #2005-26638; as assigned to Saga Resource Partners, LLC in Instrument #2013-25766.
11. Right of way in favor of Alabama Power Company dated 2/28/2005 and referred to in Document B-16428.
12. Subject to Right of Way from United States Steel Corporation to Colonial Pipeline Company dated 7/20/ 1962 recorded in Deed 221, page 826; as amended by contract between United States Steel Corporation and Colonial Pipeline Company dated June 20, 1972 and recorded in Deed Book 276, Page 344; further amended by contract between United States Steel Corporation and Colonial Pipeline Company for the construction of a solar cathodic protection unit and facilities as set forth in C&A6479c and recorded in Real Book 50, Page 151; and last amended by First Amendment to Agreements for Right of Ways by and among United States Steel Corporation, RGGS Land &

Minerals, Ltd. L.P., and Colonial Pipeline Company dated May 10, 2012 and recorded in Instrument #201205 14000167690.

13. Agreement With Respect to Surface and Subsurface Uses Green between United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as #20040323000148600 and First Amendment recorded in #20050826000440020.

14. Subject to terms, rights and conditions of that certain instrument from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as Instrument #200406090003 1 1270.

15. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910.

16. Special Warranty Deed to Minerals from United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148570 and #20040323000148570.

17. Subject to an Assignment and Assumption Agreement by and between United States Steel Corporation and Valley Creek Land & Timber, LLC concerning RGGS Land and Minerals, Ltd., L.P., a Delaware limited liability partnership recorded in Instrument 201410150000328270.

18. Subject to any timber agreement or timber conveyance which may affect subject property. (this exception will be deleted upon receipt of an owner's affidavit concerning the same)

19. Subject to Coal Seam Gas Lease by and between United States Steel Corporation and GeoMet, Inc. dated April 9, 2002 as set forth in C&A 8009 and Memorandum of Second Amendment to Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated August 14, 2003 and recorded in Instrument #2003 1010000683160 and Notice of Extension of Coal Seam Gas Lease between GeoMet and United States Steel Corporation dated April 4th, 2013 and recorded in Instrument#20130410000147990 Ratification of Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated October 21, 2013 and recorded in Instrument #20131 105000436370.

20. Subject to the rights, terms, conditions and limitations under Amended Agreed Order concerning access easements as recorded in Instrument 20071 1080005 17240.

21. Subject to any portion of the insured premises used as a cemetery or burial site and the statutory right of access to the same, if existing at all within the boundaries of said premises.

22. Subject to rights of other parties in and to all artificially filled lands or lands lying below the ordinary high water mark within the boundary of any creek, stream or river, including navigable waterways, if any, together with littoral or riparian rights affecting the same over the lands described above.

23. Subject to terms, conditions, rights, rights of others, set forth in deed from Kimberly Clark Corporation to Kimberly Clark Worldwide Inc. recorded at Instrument #1997- 02004 other than the timber rights as set forth therein. (W 1/2 of SW 1/4)

24. Subject to terms conditions, limitations, reservations, exclusions, rights and all other obligations or reservations set forth in deed from Alliance Forest Products U.S. Corp. f/k/a U S Alliance Coosa Pines Corporation to Cahaba Forests, LLC, recorded at Instrument #2000-04451 and corrected at Instrument #2001-21744 other than the timber rights as set forth therein. (W 1/2 of SW 1/4).

25. Mineral rights reservation set forth in deed from U. S. Alliance Coosa Pines to Cahaba Forests, LLC recorded at Instrument #2000-04451 and corrected at Instrument #2001- 21744. (W 1/2 of SW 1/4)

26. Subject to terms conditions, limitations, reservations, exclusions, rights and all other obligations or reservations set forth in deed from Cahaba Forests, LLC, to Shelby Investments, LLC recorded at 20081215000466260 which timber rights have expired under the terms set forth therein. (W 1/2 of SW 1/4)

27. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.



TO HAVE AND TO HOLD, to the said grantee, Smith Commercial, LLC, its successors and assigns.

And I do, for myself and for my successors and assigns covenant with the said grantee, its successors and assigns, that the grantor is lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that the grantor has a good right to sell and convey the same as aforesaid; that the grantor will and its successors and assigns shall warrant and defend the same to the said grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal, this the 14th day of August, 2015.

WITNESS:

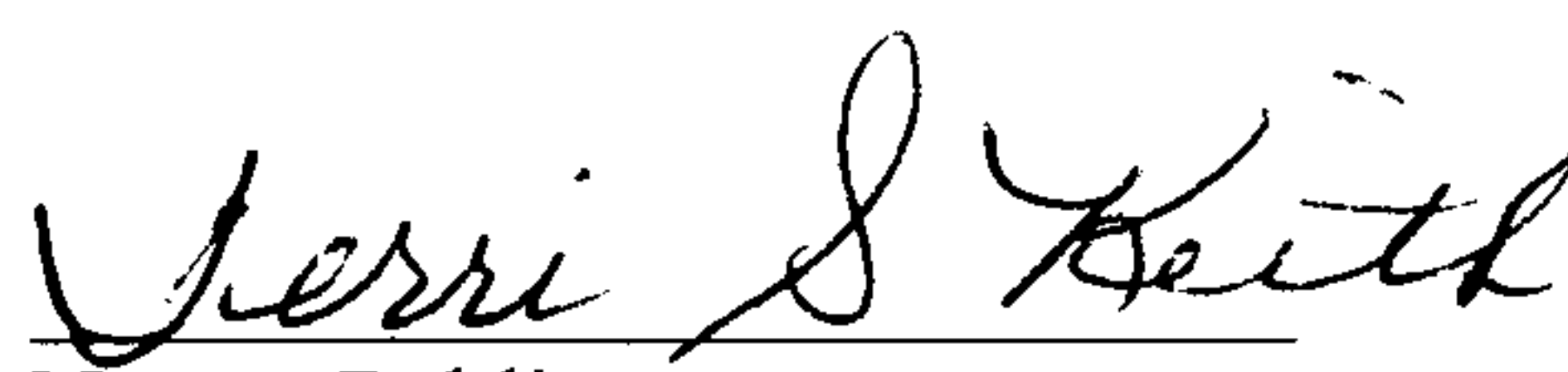
Highway 13, LLC

Connor Farmer
Its Member

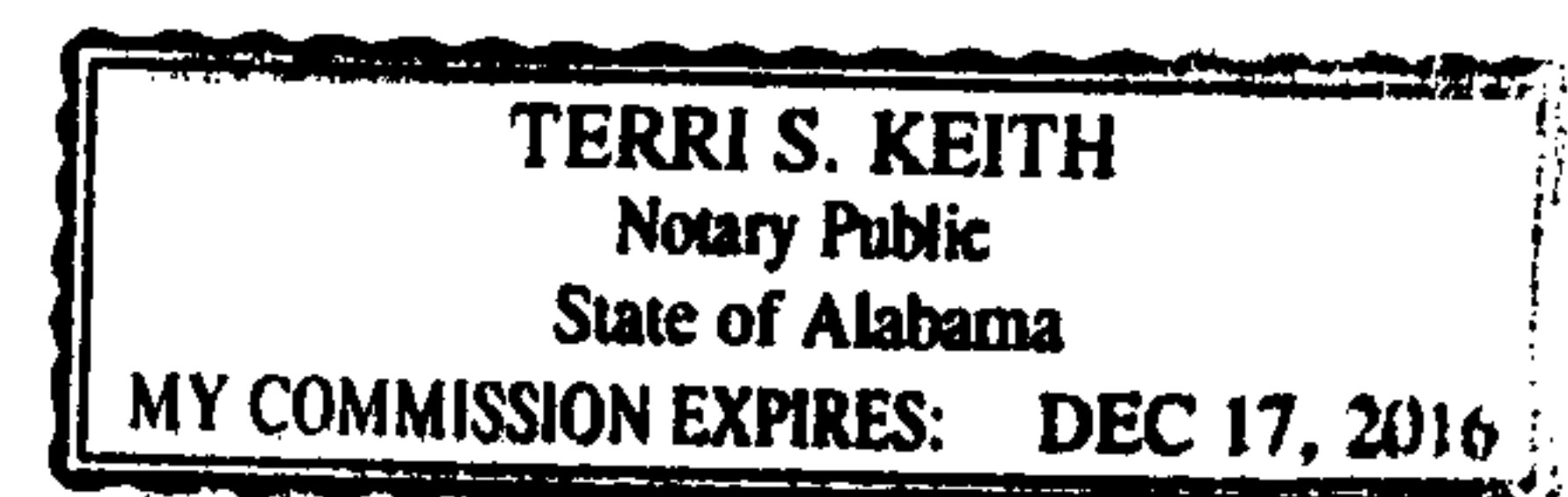
STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Connor Farmer, whose name as Member of Highway 13, LLC is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he as such Member executed the same voluntarily and as the act of Highway 13, LLC on the day the same bears date.

Given under my hand and seal this the 14th day of August, 2015.


Notary Public

SEND TAX NOTICE TO:
Smith Commercial LLC
12 Bishop Circle
Pelham, AL 35124




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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantors' Name: Highway 13 , LLC

Mailing Address : 122 Bishop Circle
Pelham, AL 35124

Grantee's Name: Smith Commercial Investments, LLC

Mailing Address: 122 Bishop Circle
Pelham, AL 35124

Property Address: see legal description on deed

Date of Transfer: August 14, 2015

Total Purchase Price \$ 400,000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

	Bill of Sale	Appraisal
x	Sales Contract	Other
x	Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: August 14, 2015

x

Sign

verified by closing agent
F. Wayne Keith Attorney

RT-1

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