

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


20151223000438110 1/7 \$119.50
Shelby Cnty Judge of Probate, AL
12/23/2015 04:06:10 PM FILED/CERT

_____[Space Above This Line For Recording Data]_____

WARRANTY DEED
Joint tenants with right of survivorship

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Three Hundred, Forty Nine Thousand, Six Hundred and no/100's Dollars (\$349,600.00)** to the undersigned grantor,

Highway 13, LLC, an Alabama limited liability company

in hand paid by the grantees herein, the receipt whereof is hereby acknowledged the said grantors grant, bargain, sell and convey unto

Chris Pierce and Ginger Pierce

as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

PARCEL A

BEGIN at the SW corner of the SW ¼ of the NW ¼ of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence N 00°36'20" W along the west line of said ¼-¼ section a distance of 799.04 feet; thence N 64°56'41" E leaving said ¼-¼ line a distance of 18.83 feet to a point on the centerline of a dirt road; thence S 18°28'36" E along said centerline a distance of 61.40 feet to a point; thence S 27°32'20" E along said centerline a distance of 235.38 feet to a point; thence S 49°52'03" E along said centerline a distance of 83.57 feet to a point; thence S 89°50'10" E along said centerline a distance of 55.58 feet to a point; thence N 73°41'56" E along said centerline a distance of 91.35 feet to a point; thence S 78°59'05" E along said centerline a distance of 169.92 feet to a point; thence N 86°25'03" E along said centerline a distance of 64.66 feet to a point; thence N 54°02'03" E along said centerline a distance of 181.13 feet to a point; thence N 72°06'12" E along said centerline a distance of 48.54 feet to a point; thence S 75°40'12" E along said centerline a distance of 66.81 feet to a point; thence S 61°57'49" E along said centerline a distance of 83.50 feet to a point; thence S 31°38'30" W leaving said centerline a distance of 646.44 feet to a point; thence S 12°20'04" W a distance of 1360.42 feet to a point on the northeastern bank of the Cahaba River; thence N 36°25'10" W along said bank a distance of 79.92 feet to a point; thence N 54°48'43" W along said bank a distance of 80.59 feet to a point; thence N 61°42'07" W along said bank a distance of 104.75 feet to a point; thence S 88°52'44" W along said bank a distance of 58.95 feet to a point on the west line of the NW ¼ of the SW ¼ of said Section 17; thence N 00°36'20" W leaving said bank and along the west line of said ¼-¼ section a distance of 1171.45 feet to the POINT OF BEGINNING. Said parcel of land contains 21.36 acres, more or less.

PARCEL B

Commence at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence N $00^{\circ}36'20''$ W along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 799.04 feet; thence N $64^{\circ}56'41''$ E leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 18.83 feet to a point on the centerline of a dirt road; thence S $18^{\circ}28'36''$ E along said centerline a distance of 61.40 feet to a point; thence S $27^{\circ}32'20''$ E along said centerline a distance of 235.38 feet to a point; thence S $49^{\circ}52'03''$ E along said centerline a distance of 83.57 feet to a point; thence S $89^{\circ}50'10''$ E along said centerline a distance of 55.58 feet to a point; thence N $73^{\circ}41'56''$ E along said centerline a distance of 91.35 feet to a point; thence S $78^{\circ}59'05''$ E along said centerline a distance of 169.92 feet to a point; thence N $86^{\circ}25'03''$ E along said centerline a distance of 64.66 feet to a point; thence N $54^{\circ}02'03''$ E along said centerline a distance of 181.13 feet to a point; thence N $72^{\circ}06'12''$ E along said centerline a distance of 48.54 feet to a point; thence S $75^{\circ}40'12''$ E along said centerline a distance of 66.81 feet to a point; thence S $61^{\circ}57'49''$ E along said centerline a distance of 83.50 feet to the POINT OF BEGINNING; thence S $31^{\circ}38'30''$ W leaving said centerline a distance of 646.44 feet to a point; thence S $12^{\circ}20'04''$ W a distance of 1360.42 feet to a point on the northeastern bank of the Cahaba River; thence S $41^{\circ}27'07''$ E along said bank a distance of 51.72 feet to a point; thence S $37^{\circ}30'57''$ E along said bank a distance of 90.29 feet to a point; thence S $27^{\circ}11'51''$ E along said bank a distance of 77.01 feet to a point; thence S $21^{\circ}55'38''$ E along said bank a distance of 94.39 feet to a point; thence S $06^{\circ}06'01''$ E along said bank a distance of 97.87 feet to a point; thence S $18^{\circ}23'44''$ E along said bank a distance of 44.03 feet to a point; thence N $55^{\circ}09'40''$ E leaving said bank a distance of 110.51 feet to a rebar capped EDG; thence N $16^{\circ}37'19''$ E a distance of 216.41 feet to a rebar capped EDG; thence N $36^{\circ}03'11''$ E a distance of 1057.96 feet to a rebar capped EDG on the centerline of a dirt road; thence N $45^{\circ}47'55''$ W along said centerline a distance of 118.44 feet to a point; thence N $56^{\circ}04'47''$ W along said centerline a distance of 36.48 feet to a point; thence N $75^{\circ}33'19''$ W along said centerline a distance of 80.94 feet to a point; thence N $37^{\circ}51'17''$ W along said centerline a distance of 88.17 feet to a point; thence N $19^{\circ}40'16''$ W along said centerline a distance of 64.73 feet to a point; thence N $07^{\circ}53'09''$ W along said centerline a distance of 78.95 feet to a point; thence N $25^{\circ}11'24''$ W along said centerline a distance of 92.74 feet to a point; thence N $04^{\circ}56'34''$ W along said centerline a distance of 50.05 feet to a point; thence N $07^{\circ}17'33''$ E along said centerline a distance of 153.86 feet to a point; thence N $30^{\circ}34'19''$ E along said centerline a distance of 224.36 feet to a point; thence N $04^{\circ}01'11''$ E along said centerline a distance of 69.96 feet to a point; thence N $17^{\circ}03'39''$ W along said centerline a distance of 235.95 feet to a point; thence N $43^{\circ}08'32''$ W along said centerline a distance of 34.05 feet to a point; thence N $61^{\circ}57'49''$ W along said centerline a distance of 58.29 feet to the POINT OF BEGINNING. Said parcel of land contains 22.34 acres, more or less.

A non-exclusive easement described as follows:

A 60' ingress, egress, and utility easement situated in the Sections 7, 8, and 17, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 21 South, Range 4 West, Shelby County, Alabama; thence N $89^{\circ}49'18''$ W along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1326.48 feet to a rebar capped EDG on the southeastern right-of-way of Shelby County Hwy 13; thence S $49^{\circ}05'12''$ W leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line and along said right-of-way a distance of 63.73 feet to a rebar capped EDG at the point of curve to the right having a central angle of $20^{\circ}11'35''$ and a radius of 1949.90 feet, said curve subtended by a chord bearing S $59^{\circ}11'00''$ W and a chord distance of 683.66 feet; thence along the arc of said curve and along said right-of-way a distance of 687.21 feet to the POINT OF BEGINNING of the centerline of a 60 foot ingress, egress, and utility easement lying 30 feet to either side of and parallel to described centerline; thence thence

S 34°26'19" E leaving said right-of-way and along said centerline a distance of 72.03 feet to a point of curve to the left with a central angle of 99°07'22" with a radius of 200.00' with a chord bearing of S 84°00'00" E and a chord length of 304.44'; thence along the arc of said curve and along said centerline a distance of 346.00' to a point; thence N 46°26'19" E along said centerline a distance of 404.86 feet to a point of curve to the right with a central angle of 16°49'21" with a radius of 200.00', with a chord bearing of N 54°51'00" E and a chord length of 58.51'; thence along the arc of said curve and along said centerline a distance of 58.72' to a point; thence N 63°15'40" E along said centerline a distance of 240.09 feet to a point of curve to the right with a central angle of 26°55'02" with a radius of 200.00', with a chord bearing of N 76°43'11" E and a chord length of 93.10'; thence along the arc of said curve and along said centerline a distance of 93.96' to a point; thence S 89°49'18" E along said centerline a distance of 679.69 feet to a point of curve to the right with a central angle of 56°44'44" with a radius of 200.00', with a chord bearing of S 61°26'56" E and a chord length of 190.08'; thence along the arc of said curve and along said centerline a distance of 198.08' to a point; thence S 33°04'34" E along said centerline a distance of 89.48 feet to a point of curve to the left with a central angle of 34°11'09" with a radius of 200.00', with a chord bearing of S 50°10'09" E and a chord length of 117.57'; thence along the arc of said curve and along said centerline a distance of 119.33' to a point; thence S 67°15'44" E along said centerline a distance of 353.85 feet to a point; thence S 38°39'17" E along said centerline a distance of 386.10 feet to a point; thence S 49°11'26" E along said centerline a distance of 197.91 feet to a point; thence S 26°25'24" E along said centerline a distance of 231.58 feet to a point; thence S 14°00'27" E along said centerline a distance of 168.32 feet to a point; thence S 42°32'40" E along said centerline a distance of 86.12 feet to a point; thence S 21°06'00" E along said centerline a distance of 74.41 feet to a point; thence S 00°32'01" E along said centerline a distance of 112.93 feet to a point; thence S 15°08'53" W along said centerline a distance of 98.02 feet to a point; thence S 02°12'03" W along said centerline a distance of 62.21 feet to a point; thence S 32°40'32" W along said centerline a distance of 45.38 feet to a point; thence S 41°19'12" W along said centerline a distance of 333.64 feet to a point; thence S 36°18'29" W along said centerline a distance of 235.86 feet to a point; thence S 52°40'41" W along said centerline a distance of 68.81 feet to a point; thence S 75°26'41" W along said centerline a distance of 217.79 feet to a point; thence S 48°18'20" W along said centerline a distance of 210.20 feet to a point; thence S 13°05'06" W along said centerline a distance of 267.92 feet to a point; thence S 00°36'20" E along said centerline a distance of 600.73 feet to a point; thence S 18°28'36" E along said centerline a distance of 19.49 feet to a point; thence S 27°32'20" E along said centerline a distance of 235.38 feet to a point; thence S 49°52'03" E along said centerline a distance of 83.57 feet to a point; thence S 89°50'10" E along said centerline a distance of 55.58 feet to a point; thence N 73°41'56" E along said centerline a distance of 91.35 feet to a point; thence S 78°59'05" E along said centerline a distance of 169.92 feet to a point; thence N 86°25'03" E along said centerline a distance of 64.66 feet to a point; thence N 54°02'03" E along said centerline a distance of 181.13 feet to a point; thence N 72°06'12" E along said centerline a distance of 48.54 feet to a point; thence S 75°40'12" E along said centerline a distance of 66.81 feet to a point; thence S 61°57'49" E along said centerline a distance of 141.79 feet to a point; thence S 43°08'32" E along said centerline a distance of 34.05 feet to a point; thence S 17°03'39" E along said centerline a distance of 235.95 feet to a point; thence S 04°01'11" W along said centerline a distance of 69.96 feet to a point; thence S 30°34'19" W along said centerline a distance of 224.36 feet to a point; thence S 07°17'33" W along said centerline a distance of 153.86 feet to a point; thence S 04°56'34" E along said centerline a distance of 50.05 feet to a point; thence S 25°11'24" E along said centerline a distance of 92.74 feet to a point; thence S 07°53'09" E along said centerline a distance of 78.95 feet to a point; thence S 19°40'16" E along said centerline a distance of 64.73 feet to a point; thence S 37°51'17" E along said centerline a distance of 88.17 feet to a point; thence S 75°33'19" E along said centerline a distance of 80.94 feet to a point; thence S 56°04'47" E along said centerline a distance of 36.48 feet to a point; thence S 45°47'55" E along said centerline a distance of 118.44 feet to a point; 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 the END of said centerline .

Subject to:

1. Taxes due in the year of 2016, a lien, but not yet payable, until October 1, 2016
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. 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.
10. 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 #20120514000167690.
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 #20040609000311270.



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15. Agreement to Grant Easements from United States Steel Corporation to RGGGS 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 RGGGS 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 RGGGS Land and Minerals, Ltd., L.P., a Delaware limited liability partnership recorded in Instrument 201410150000328270.
18. 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 1010000683 160 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 Geo-Met, Inc. dated October 21, 2013 and recorded in Instrument #20131 105000436370.
19. Subject to the rights, terms, conditions and limitations under Amended Agreed Order concerning access easements as recorded in Instrument 20071108000517240.
20. Subject to any portion of the insured premises used as a cemetery or burial site and the statutory tight of access to the same, if existing at all within the boundaries of said premises.
21. 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.
22. 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 $\frac{1}{2}$ of SW $\frac{1}{4}$)
23. 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/lc/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 $\frac{1}{2}$ of SW $\frac{1}{4}$)
24. 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 $\frac{1}{2}$ of SW $\frac{1}{4}$)
25. 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 $\frac{1}{2}$ of SW $\frac{1}{4}$)
26. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after date of closing, not shown by the public records.
27. Subject to terms conditions, limitations, reservations, exclusions, rights and all other obligations or reservations set forth in deed from Cahaba Forests, LLC, to Farmer Wallace, LLC recorded in Instrument #2002-04998 which timber rights have expired under the terms set forth therein.
28. Declaration of Restrictive Covenants as set forth in Instrument #20020524000247290 and Instrument# 201508260000296630.
29. Terms, conditions and limitations set forth in deed recorded in Instrument 20150820000290110.

\$262,200.00 of the above consideration is paid by a Purchase Money Mortgage, which is filed simultaneously herewith.

Chris Pierce and Christopher W. Pierce are one and the same person.
Ginger Pierce and Ginger Y. Pierce are one and the same person.

TO HAVE AND TO HOLD, to the said grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one or more grantees herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And grantor does for itself and for it's successors and assigns covenant with the said grantees, their heirs, 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 grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the grantor has hereunto set my hand and seal, this the 3rd day of November, 2015.

WITNESS:

Highway 13, LLC

Connor Farmer
Its Member

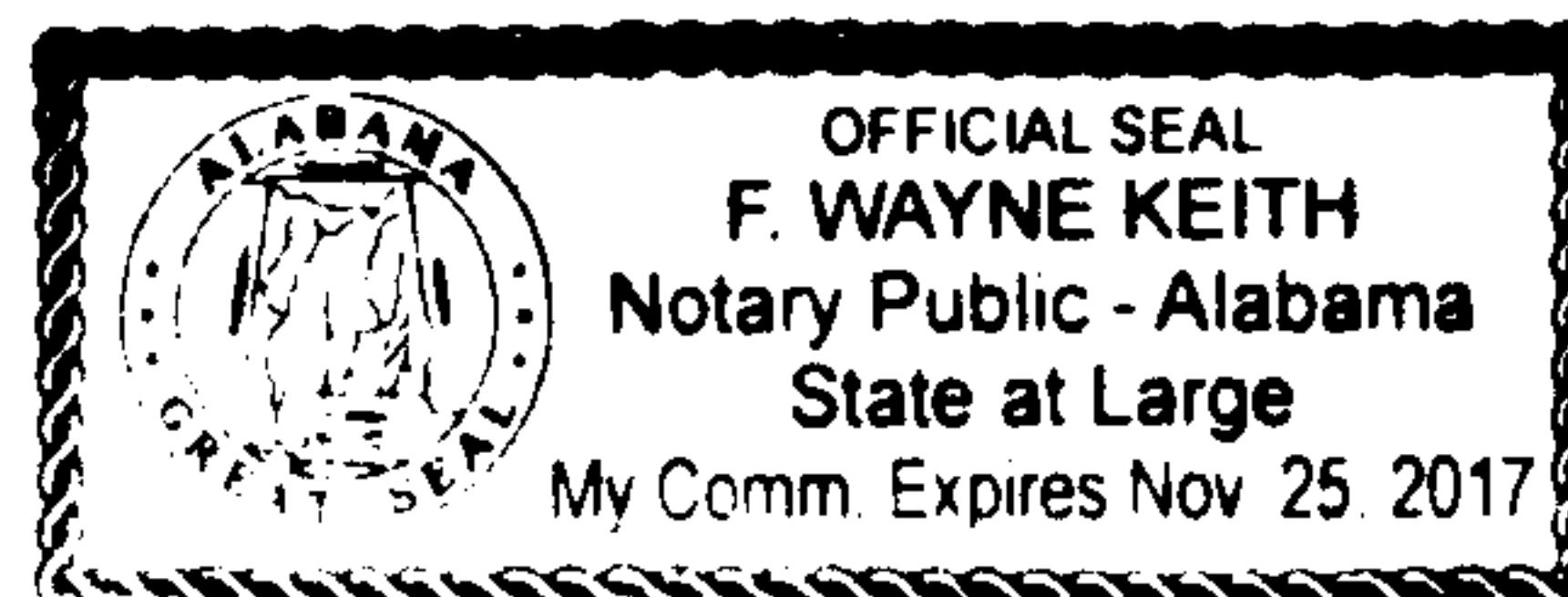
STATE OF ALABAMA
SHELBY COUNTY

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 3rd day of November, 2015.

Notary Public

SEND TAX NOTICE TO:
Christopher W. Pierce
Ginger Y. Pierce
3601 Timber Oak Circle
Helena, Alabama 35080



Real Estate Sales Validation Form

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

Grantors' Name: Hwy 13, LLC

Mailing Address : 122 Bishop Circle
Pelham, AL 35124

Grantee's Name: Chris Pierce
Ginger Pierce

Mailing Address: 3601 Timber Oak Circle
Helena, AL 35080

Property Address: See legal description

Date of Transfer: November 3, 2015

Total Purchase Price \$349,600.00



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Shelby County, AL 12/23/2015
State of Alabama
Deed Tax: \$87.50

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
☒ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other

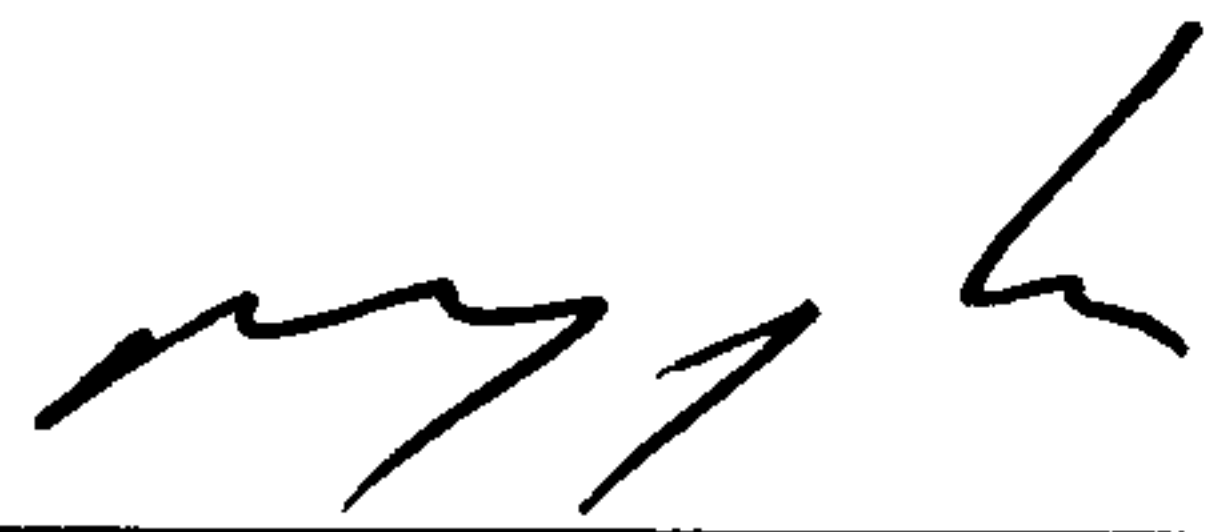
If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

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: November 3, 2015

x

Sign


verified by closing agent
F. Wayne Keith Attorney