


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


20160713000243150 1/5 \$182.00
Shelby Cnty Judge of Probate, AL
07/13/2016 10:41:15 AM FILED/CERT

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WARRANTY DEED
Joint tenants with right of survivorship

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **One Hundred, Fifty Five Thousand and no/100's Dollars (\$155,000.00)** to the undersigned,

Smith Commercial Investments, LLC, an Alabama limited liability company

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

Christopher W. Pierce and Ginger Y. Pierce

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

A parcel of land being a part of Lot 10 of Red Oak Farms as recorded in Map Book 45 Page 95 in the Office of the Judge of Probate in Shelby County, Alabama, being more particularly described as follows:

BEGIN at the NW corner of Lot 10 of Red Oak Farms as recorded in Map Book 45 Page 95 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 36°03'11" W along the west line of Lot 10 a distance of 1057.96 feet to a point; thence S 16°37'17" W along the west line of Lot 10 a distance of 216.41 feet to a point; thence S 55°09'40" W along the west line of Lot 10 a distance of 110.51 feet to the eastern bank of the Cahaba River; thence S 18°23'05" E along the eastern bank of the Cahaba River a distance of 14.58 feet to a point; thence S 05°18'23" E along said bank a distance of 64.39 feet to a point; thence S 08°00'34" W along said bank a distance of 62.55 feet to a point; thence S 12°27'21" W along said bank a distance of 61.16 feet to a point; thence S 12°33'18" W along said bank a distance of 76.14 feet along said bank; thence S 20°38'43" W along said bank a distance of 52.43 feet to a point; thence S 80°10'57" E leaving said bank a distance of 61.73 feet to a point; thence N 68°57'30" E a distance of 58.49 feet to a point; thence N 47°01'40" E a distance of 155.09 feet to a point; thence N 84°50'52" E a distance of 91.15 feet to a point; thence S 76°10'46" E a distance of 96.40 feet to a point; thence N 61°10'40" E a distance of 140.44 feet to a point; thence N 44°03'39" E a distance of 205.13 feet to a point; thence N 38°45'28" E a distance of 160.59 feet to a point; thence N 22°59'25" E a distance of 112.14 feet to a point; thence N 38°26'26" E a distance of 546.68 feet to a point on the centerline of a 60' ingress, egress, and utility easement, said point also being on the center of a dirt road; thence N 25°14'57" W along said centerlines a distance of 106.14 feet to a point; thence N 43°22'40" W along said centerlines a distance of 80.96 feet to a point; thence N 40°56'32" W along said centerlines a distance of 205.11 feet to a point; thence N 26°14'52" W along said centerlines a distance of 131.22 feet to a point; thence N 44°58'38" W along

Shelby County, AL 07/13/2016
State of Alabama
Deed Tax: \$155.00

said centerlines a distance of 68.22 feet to the POINT OF BEGINNING. Said parcel of land contains 16.52 acres, more or less.

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 covered by this Commitment.
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.
11. Subject to Right of Way from United States Steel Corporation to Colonial Pipeline Company dated 7/20/1962 and 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.
12. 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.
13. 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 #2004060900031 1270.



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14. Agreement to Grant Easements from United States Steel Corporation to RGGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910.
15. Special Warranty Deed to Minerals from United States Steel Corporation to RGGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148560 and #20040323000148570.
16. 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.
17. 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 GeoMet, Inc. dated October 21, 2013 and recorded in Instrument #20131105000436370.
18. 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.
19. 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.
20. 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 $\frac{1}{4}$)
21. 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. fka 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 $\frac{1}{4}$)
- 22 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 $\frac{1}{4}$)
23. 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 $\frac{1}{4}$)
24. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after the Date of Policy, not shown by the public records.
25. Declaration of Restrictive Covenants as set forth in Instrument #20020524000247290.
26. Subject to the terms, conditions, restrictions and limitations as set forth in Map Book 45, Page 95 in the Office of the Judge of Probate of Shelby County, Alabama.
27. Subject to Declaration of Restrictive Covenants as set forth in Instrument 201508260000296630 and Instrument 2015 1223000438080.

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.



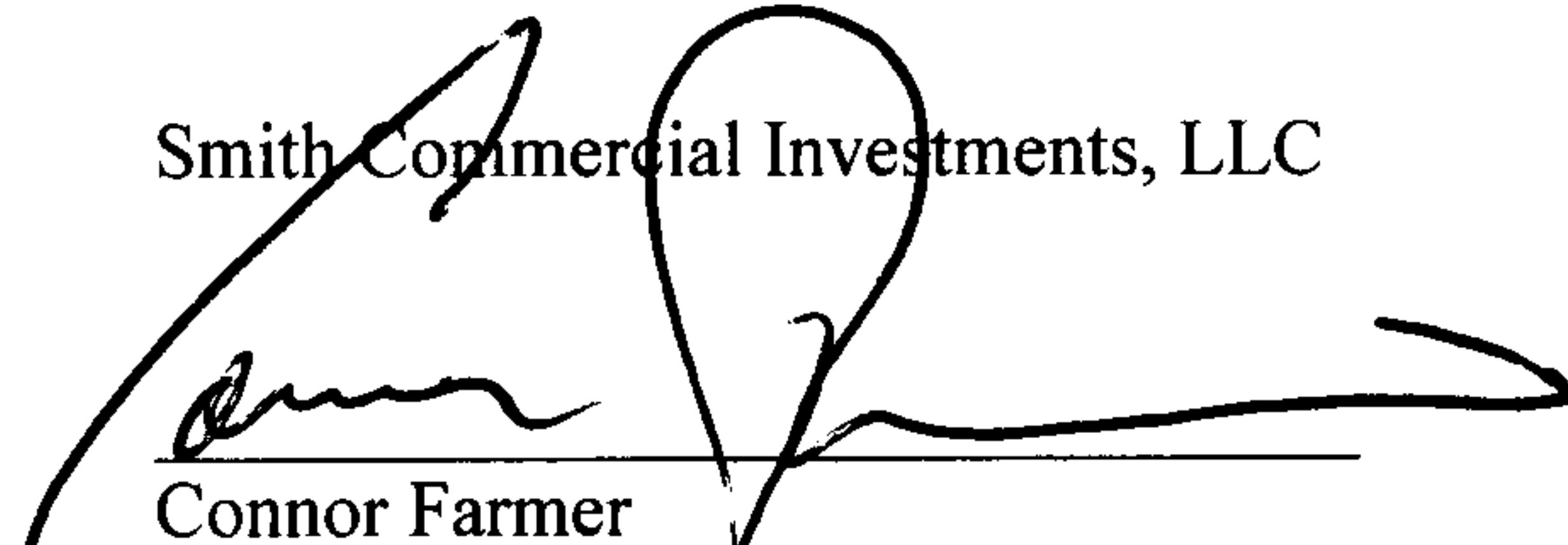
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And grantor does for itself and for its successors and assigns covenant with the said grantees, their heirs, successors and assigns, that the grantor is lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless 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 9th day of May, 2016.

WITNESS:

Smith Commercial Investments, LLC


Connor Farmer
Its Manager



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STATE OF ALABAMA
SHELBY COUNTY

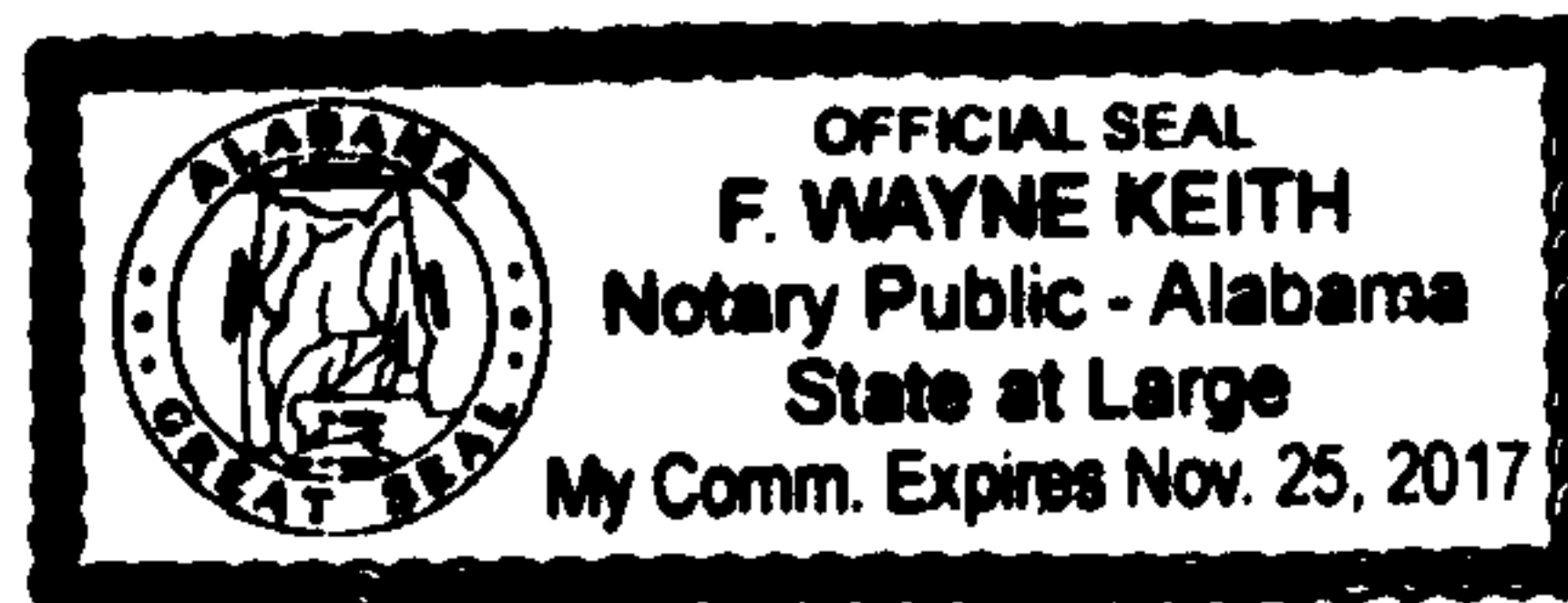
I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Connor Farmer, whose name as Manager of Smith Commercial Investments, LLC is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance,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

Given under my hand and seal this the 9th day of May, 2016.



Notary Public

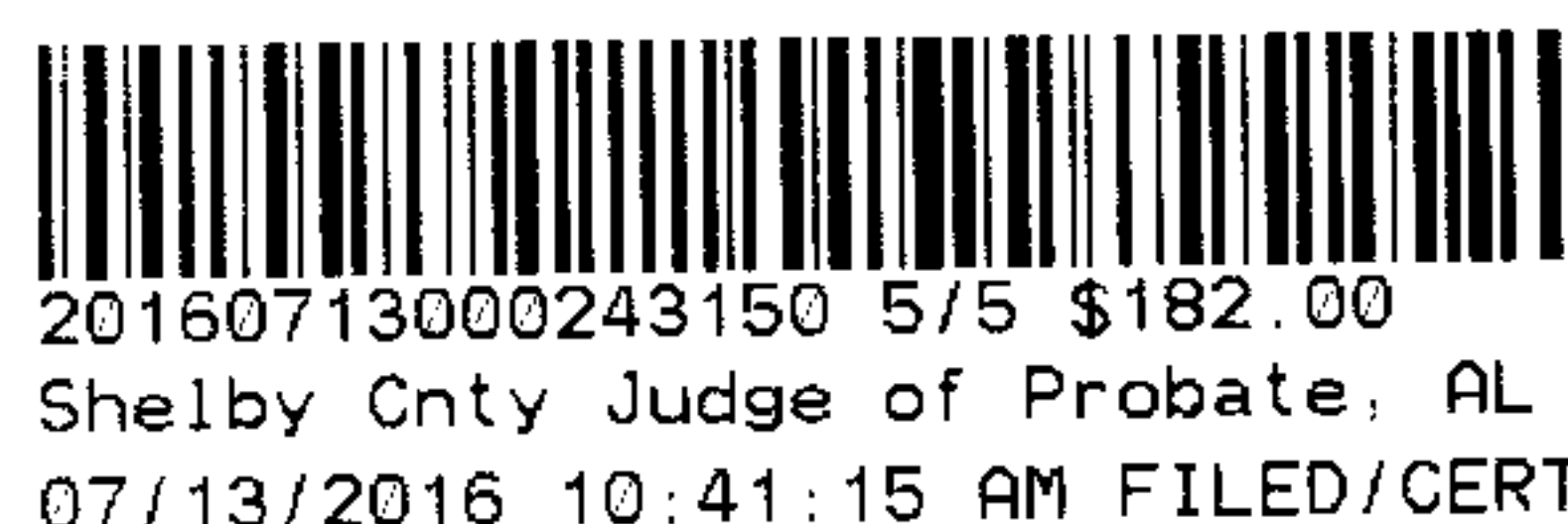
SEND TAX NOTICE TO:
Christopher W. Pierce
Ginger Y. Pierce
3601 Timber Oak Circle
Helena, Alabama 35080



Real Estate Sales Validation Form

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

Grantor's Name: Smith Commercial Investments, LLC
Mailing Address : 120 Bishop Circle
Pelham, AL 35124
Grantees' Name: Christopher W. Pierce and Ginger Y. Pierce
Mailing Address: 3601 Timber Oak Circle
Helena, AL 35080
Properly Address: 16.52 acres in Red Oak Farms
Date of Transfer: May 09, 2016
Total Value \$155,000.00



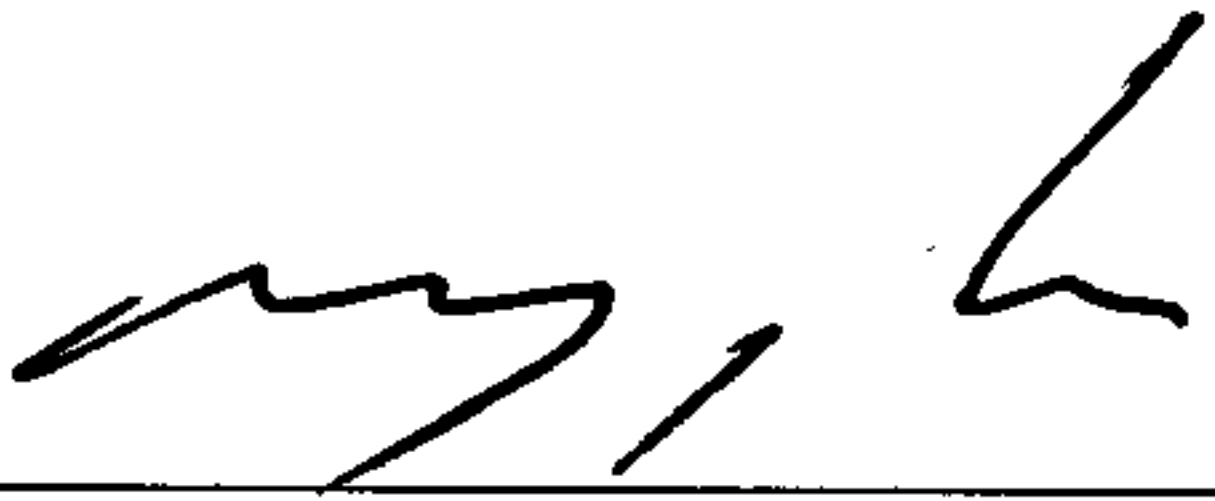
The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> 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: May 09, 2016

x Sign 
verified by F. Wayne Keith