

Upon Recording return this instrument to:

William Cunningham, Jr.
Alabama Title Co., Inc.
2233 2nd Avenue North
Birmingham, Alabama 35203
205-322-1821

This instrument was prepared by:

Ken Harmon
Brunini, Grantham, Grower & Hewes PLLC
190 East Capitol Street, Suite 100
Jackson, Mississippi 39201
601-948-3101

Mail tax notice to:

Shelby Investments, LLC
2464 Glasscott Point
Hoover, Alabama 35226

Shelby County, AL 11/01/2016
State of Alabama
Deed Tax: \$1200.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

20161101000399750 1/6 \$1230.00
Shelby Cnty Judge of Probate, AL
11/01/2016 10:24:22 AM FILED/CERT

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **VALLEY CREEK LAND & TIMBER, LLC**, a Mississippi limited liability company (the "Grantor"), with a mailing address of P. O. Box 5327, Jackson, Mississippi 39296, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company (the "Grantee"), with a mailing address of 2464 Glasscott Point, Hoover, Alabama 35226, does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, reversions, and restrictions hereinafter contained or mentioned, hereby grant, bargain, sell and convey unto Grantee, that certain real property situated in Shelby County, Alabama, as is more particularly described on Exhibit A, which is attached hereto and incorporated herein as if fully set out (the "Property"), TOGETHER with all and singular, the rights, members, privileges, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto, TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Title to the Property shall be subject to those matters set forth on Exhibit B, which is attached hereto and incorporated herein as if fully set out.

Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, and none other, EXCEPT that no warranty is hereby extended to the conveyance of any mineral rights, including sand, clay and gravel rights, being conveyed herein. Other than any such implied warranties of title, **Grantor makes no**

warranty whatsoever, whether express or implied and conveys the Property to Grantee 'AS IS, WHERE IS" with all faults.

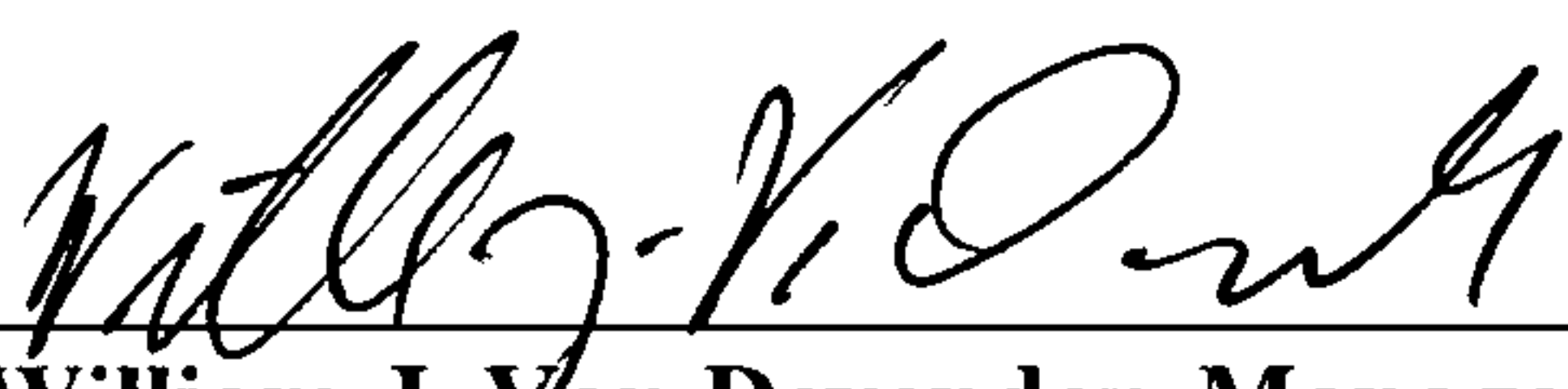
Ad valorem taxes for the subject property for the current year have been prorated between the parties as of the effective date hereof, and Grantee shall pay said taxes when they become due and payable.

All recording references in this deed are to the records appearing in the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 31st day of October, 2016.

GRANTOR:

VALLEY CREEK LAND & TIMBER, LLC
a Mississippi limited liability company

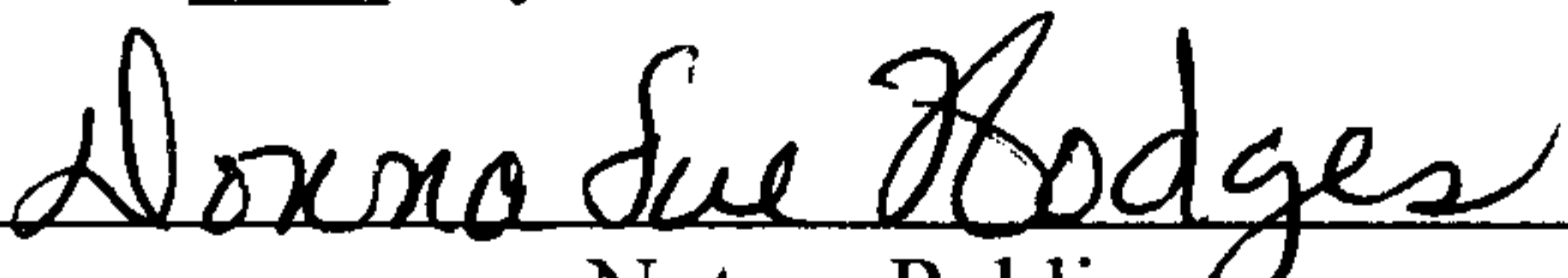
By: 
William J. Van Devender, Manager

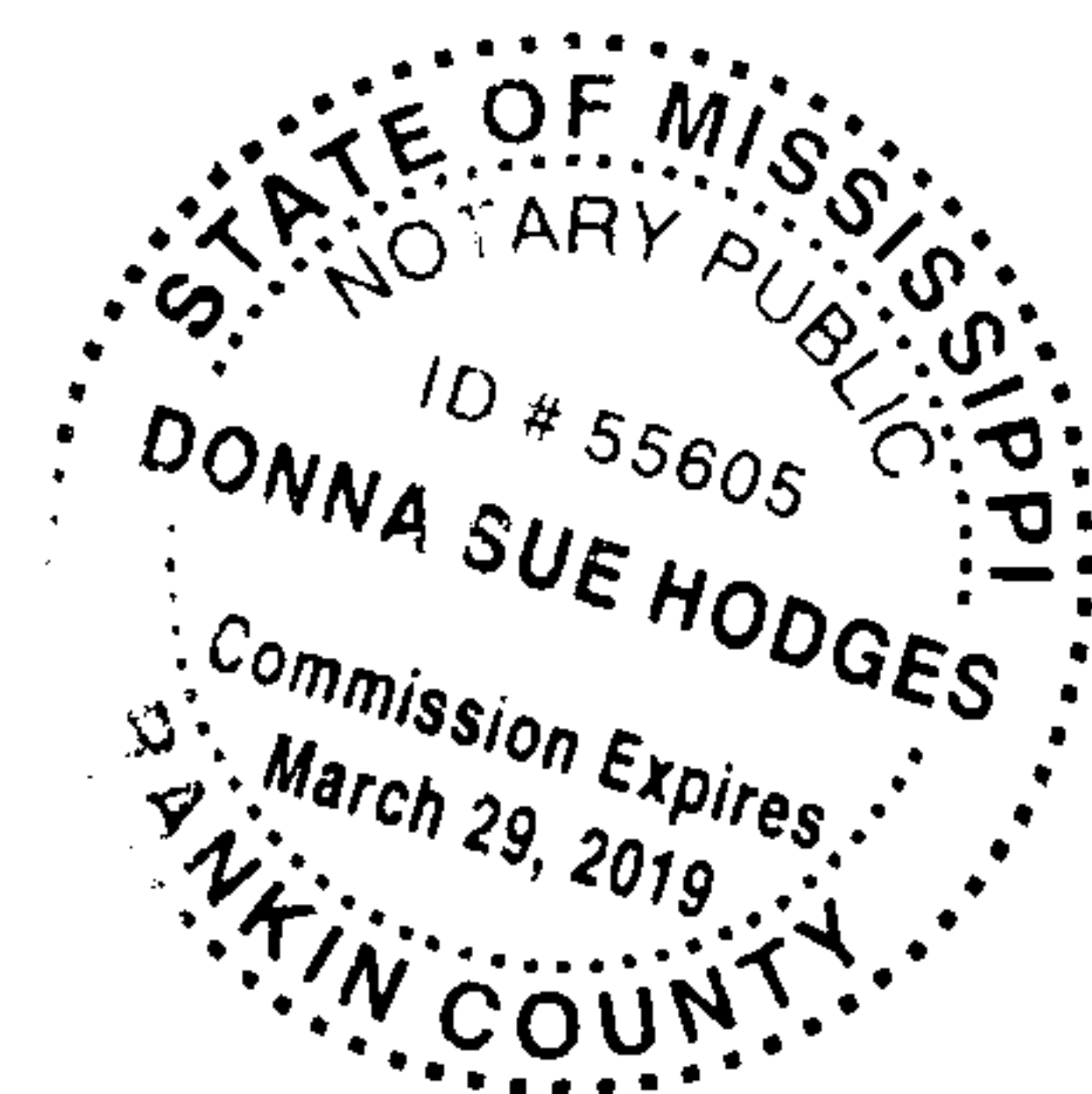
STATE OF MISSISSIPPI
COUNTY OF HINDS

I, Donna Sue Hodges, a Notary Public, in and for said County in said State, hereby certify that William J. Van Devender, whose name as Manager of Valley Creek Land & Timber, LLC, a Mississippi limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, after having taken an oath.

Given under my hand and official seal on this the 28th day of October, 2016.

[Affix Notarial Seal]


Notary Public
Commission Expires: 03/29/19





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EXHIBIT A
Description of the Property

STATE OF ALABAMA)
COUNTY OF SHELBY)

The following described tract of land in Section 7, Township 21 South, Range 4 West, Shelby County, Alabama:

The West half of the South-West quarter; that part of the South-East quarter of the South-West quarter lying South of the center line of Turner Road/Shelby County Road #13; that part of the West half of the South-East quarter lying South of the center line of Shelby County Road #13 and lying West of River Road; and

The following described tract of land in Section 12, Township 21 South, Range 5 West, Shelby County, Alabama:

The East half of the South-East quarter.


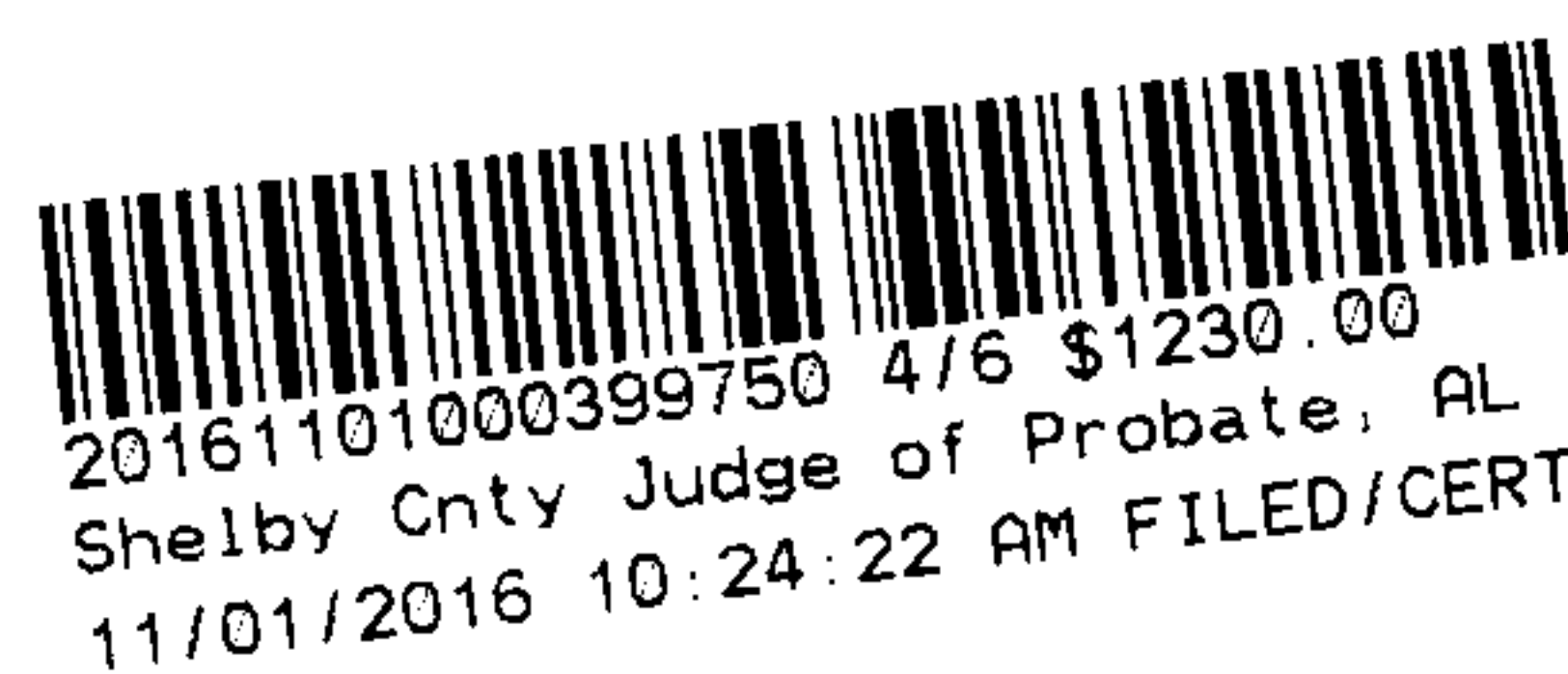


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EXHIBIT B
Permitted Encumbrances

1. Taxes due in the year of 2017, a lien, but not yet payable, until October 1, 2017
2. 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.
3. 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.
4. 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 2009111800042843, First Amendment 20130117000024840, Second Amendment 20130117000024850, Third Amendment 201401810000258310 and Fourth Amendment 201408180000258320 and Fifth Amendment 201408180000258330 in the Probate Office of Shelby County Alabama.
5. 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.
6. Right of way in favor of Shelby County Alabama recorded in Book 221 Page 410, Book 261 Page 725 and Book 262 Page 351.
7. Less and except any portion of subject property lying with the boundary of any public roadway.
8. Agreement With Respect to Surface and Subsurface Uses Red and Blue Cross Hatched, Yellow Outline and Yellow Dots between United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as in 2004032000148580 and #20040609000311270 and further restricted by agreement recorded in Instrument 20161101000399740
9. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26, 2004, recorded in Instrument #20121205000464910.



10. Special Warranty Deed to Minerals from United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148560 and #20040323000148570 and further restricted by agreement recorded in Instrument .
11. 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.
12. 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 #20031010000683160 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.
13. Subject to any portion of the 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.
14. Subject to any public utilities lying within the boundaries of subject property.
15. Subject to the terms, conditions, limitations, rights, privileges and immunities as set forth in that certain deed recorded in Instrument 20140908000281070.
16. Subject to a right of way to Shelby County Alabama and quitclaim of old roadway as set forth in Instrument B 13966 and as Deed Book 262 Page 351.


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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

Grantor's Name Valley Creek Land & Timber, LLC
Mailing Address 1300 Meadowbrook Road, Suite 202
Jackson, Mississippi 39211

Grantee's Name Shelby Investments, LLC
Mailing Address 2464 Glasscott Point
Hoover, AL 35226

Property Address See Exhibit A of Deed attached hereto.

Date of Sale October, 2016

Total Purchase Price \$ 1,200,000.00

or

Actual Value

\$

or

Assessor's Market Value \$



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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

☐ Sales Contract

☐ Other

☒ 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.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

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 October 31, 2016

Print

William J Van Derwerker

Unattested

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1