



20221207000444140 1/4 \$171.00
Shelby Cnty Judge of Probate, AL
12/07/2022 09:53:04 AM FILED/CERT

SEND TAX NOTICE TO:
Judson Cain Sommerville, PE
6590 Remington Lane
Pelham, AL 35124

This instrument prepared by:
J. Bryant Hornsby, Attorney
4563 Shady Grove Lane
Birmingham, AL 35071

WARRANTY DEED

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of **TWELVE AND 50/100 (\$12.50)**, in hand paid to the undersigned, **Sommerville Family, L.L.C., an Alabama Limited Liability Company, whose address is 2390 Wilderness Trail, Shelby, AL 35143**, (hereinafter "Grantor", whether one or more), by **Judson Cain Sommerville, PE, whose address is 6590 Remington Lane, Pelham, AL 35124**, (hereinafter "Grantee", whether one or more), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee **Judson Cain Sommerville, PE**, the following described real estate situated in Shelby County, Alabama, the address of which is 2390 Wilderness Trail, Shelby, AL 35143, to-wit:

20 ACRE PARCEL:

Being a portion of Parcel 45 D of the Tract 45 Subdivision as described and recorded in Map Book 10, Page 6, in the Office of the Judge of Probate, Shelby County, Alabama, lying in the SW 1/4 of Section 18 and the NW 1/4 of Section 19, Township 24 North, Range 15 East, said Shelby County, and being more particularly described as follows:

Commence at a capped rebar (Gulf State Paper Corp - LS 12709) found at the northeast corner of Parcel 45 E of said Tract 45 Subdivision, having Alabama West State Plane Coordinates of N:1113381.89 E:2241303.19; thence S 03°02'24" E along the east line of said Parcel 45 E a distance of 679.78 feet to a capped rebar (Gulf State Paper Corp - LS 12709) found, marking the southeast corner of said SW 1/4, Section 18, and having Alabama West State Plane Coordinates of N:1112703.07 E:2241339.24; thence S 88°25'18" W, along the south line of said Section 18, a distance of 1,321.45 feet to a 5/8" rebar set on the westerly line of said Parcel 45 E and the easterly line of said Parcel 45 D of said Tract 45 Subdivision, and the Point of Beginning; thence S 01°21'46" E along said easterly line of Parcel 45 D, a distance of 505.27 feet to a 5/8" rebar set on the northerly bank of the Waxahatchee Creek; thence southwesterly, westerly, and northwesterly along the meanderings of said bank approximately 2,098.04 feet (having a chord bearing and distance of N 51°23'14" W 1,414.59 feet) to a 5/8" rebar set; thence N 87°26'14" E leaving said Waxahatchee Creek bank a distance of 1,078.53 feet to a 5/8" rebar set on said easterly line of Parcel 45 D; thence S 02°11'46" E a distance of 426.17 feet to the Point of Beginning. Said above described tract contains 20.0 acres or 871,200.00 square feet, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT

Shelby County, AL 12/07/2022
State of Alabama
Deed Tax: \$140.00

Being a portion of land lying in the SW 1/4 of Section 18 and the NW 1/4 of Section 19, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a capped rebar (Gulf State Paper Corp - LS 12709) found at the northeast corner of Parcel 45 E of the Tract 45 Subdivision as described and recorded in Map Book 10, Page 6, in the Office of the Judge of Probate, said Shelby County, having Alabama West State Plane Coordinates of N:1113381.89 E:2241303.19; thence S 03°02'24" E along the east line of said Parcel 45 E a distance of 679.78 feet to a capped rebar (Gulf State Paper Corp - LS 12709) found, marking the southeast corner of said SW 1/4, Section 18, and having Alabama West State Plane Coordinates of N:1112703.07 E:2241339.24; thence S 88°25'18" W, along the south line of said Section 18, a distance of 1,321.45 feet to a 5/8" rebar set on the westerly line of said Parcel 45 E and the easterly line of said Parcel 45 D of said Tract 45 Subdivision; thence S 01°21'46" E along said easterly line of Parcel 45 D, a distance of 505.27 feet to a 5/8" rebar set on the northerly bank of the Waxahatchee Creek; thence southwesterly, westerly, and northwesterly along the meanderings of said bank approximately 2,098.04 feet (having a chord bearing and distance of N 51°23'14" W 1,414.59 feet) to a 5/8" rebar set; thence N 87°26'14" E leaving said Waxahatchee Creek bank a distance of 690.28 feet to a point on the centerline of an existing gravel drive and being the Point of Beginning of an Ingress/Egress & Utility easement being 30 feet in width and 15 feet each side of the following described centerline; said centerline runs along existing gravel drive as follows; thence N 14°51'01" E for a distance of 341.25 feet to a point; thence N 41°50'36" E for a distance of 151.11 feet to a point; thence N 67°40'31" E for a distance of 226.07 feet to a point; thence N 52°56'58" E for a distance of 455.67 feet to a point; thence N 82°30'29" E for a distance of 207.55 feet to a point; thence N 44°36'24" E for a distance of 172.95 feet to a point; thence N 12°39'40" W for a distance of 638.25 feet to a point; thence N 5°27'10" E for a distance of 366.77 feet to a point; thence N 32°15'09" E for a distance of 304.04 feet to a point; thence N 08°23'16" W for a distance of 265.62 feet to a point; thence N 39°26'51" E for a distance of 192.21 feet to a point; thence S 86°13'18" E for a distance of 235.01 feet to a point; thence N 64°06'52" E for a distance of 126.71 feet, more or less, to a point on the westerly right-of-way line of Wilderness Trail and the Point of Ending. Said easement contains 109,900 square feet or 2.5 acres, more or less.

THE DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAM, NOR WAS A TITLE EXAM REQUESTED. THE PREPARER MAKES NO WARRANTIES AS TO THE LEGITIMACY OF THE PROPERTY TRANSFER INVOLVED HEREIN.

Recording and Transfer Tax base on assessed value of \$140,000.00.

This is an agreement between grantor REVEREND WILLIAM H. SOMMERVILLE III, PLS, CE, CEO, referred to in this agreement as (LORD MASTER) and grantee, JUDSON CAIN SOMMERVILLE, PE, referred to in this agreement as (SUBJECT).

Unlimited, open, notorious and sometimes nefarious use of property including but not limited to hunting, fishing, camping, drinking or being annoying to Subject, etc.

ALL Timber rights including but not limited to planting, harvesting, pruning, thinning, etc.



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Property can NOT be sold, co-owned, transferred, conveyed, leased or in any way not be the sole property of Subject and Subject ALONE. SPOUSE HAS NO Ownership or monetary interest in property.

Subject to be responsible for all liabilities while holding grantor hold harmless and further agree to indemnify grantor of same.

All above referenced encumbrances, conditions and/or requirements terminate upon the death of Reverend William H. Sommerville III, PLS, CE, CEO.

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation. Mining and mineral rights excepted.

TO HAVE AND TO HOLD, unto the said Grantee, and Grantee's heirs, executors, administrators, and assigns forever. The Grantor does for itself, its successors and assigns, covenant with said Grantee, and Grantee's heirs, executors, administrators and assigns, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has goodright to sell and convey the same as aforesaid; that Grantor will and Grantor's successors and assigns shall warrant and defend the same to the said Grantee, and Grantee's heirs executors, administrators, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor, Sommerville Family, L.L.C., an Alabama Limited Liability Company, by William H. Sommerville, III, as its Manager, who is authorized to execute this conveyance, has caused this conveyance to be executed on this ____ day of _____, 2022.

Sommerville Family, L.L.C.

By: William H. Sommerville, III

Its: Manager

STATE OF ALABAMA

COUNTY OF _____

I, a Notary Public, in and for said County in said State, hereby certify that William H. Sommerville, III, whose name as Manager of Sommerville Family, L.L.C., an Alabama 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 (she), as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and seal this 7 day of December 2022.

Notary Public
My Commission Expires: 8/25/2025

Real Estate Sales Validation Form

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This Document must be filed in accordance with Code of Alabama 1975, Sec.

Grantor's Name William Sommerville Grantee's Name Judson Cain Sommerville
Mailing Address 2390 Wilderness Tr. Mailing Address 6590 Remington LN
Shelby, AL 35143 Hoover, AL 35214

Property Address 280 Wilderness Tr. Date of Sale 12/7/22
Shelby, AL 35143 Total Purchase Price \$ 12.50
or
Actual Value \$
or
Assessor's Market Value \$ 140,000

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 12/7/22

Unattested

(verified by)

Print

Sign

Judson Cain Sommerville

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1