

20241002000307840 1/4 \$351.00  
Shelby Cnty Judge of Probate, AL  
10/02/2024 09:29:08 AM FILED/CERT

**SEND TAX NOTICE TO:**  
Sommerville Family, L.L.C.,  
2390 Wilderness Trail  
Shelby, AL 35143

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 **Sommerville Family, L.L.C., an Alabama Limited Liability Company, whose address is 2390 Wilderness Trail, Shelby, AL 35143**, (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 **Sommerville Family, L.L.C., an Alabama Limited Liability Company**, the following described real estate situated in Shelby County, Alabama, the address of which is 2390 Wilderness Trail, Shelby, AL 35143, to-wit:

**See attached Exhibit A**

**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.**

**The intention of this deed is to revert the subject property back to the original grantor due to the death of grantee in the previous deed.**

**Recording and Transfer Tax base on assessed value of \$320,000.00.**

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 good right 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 23 day of September 2024.


Shelby County, AL 10/02/2024  
State of Alabama  
Deed Tax: \$320.00

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Sommerville Family, L.L.C.

  
By: William H. Sommerville, III  
Its: Manager

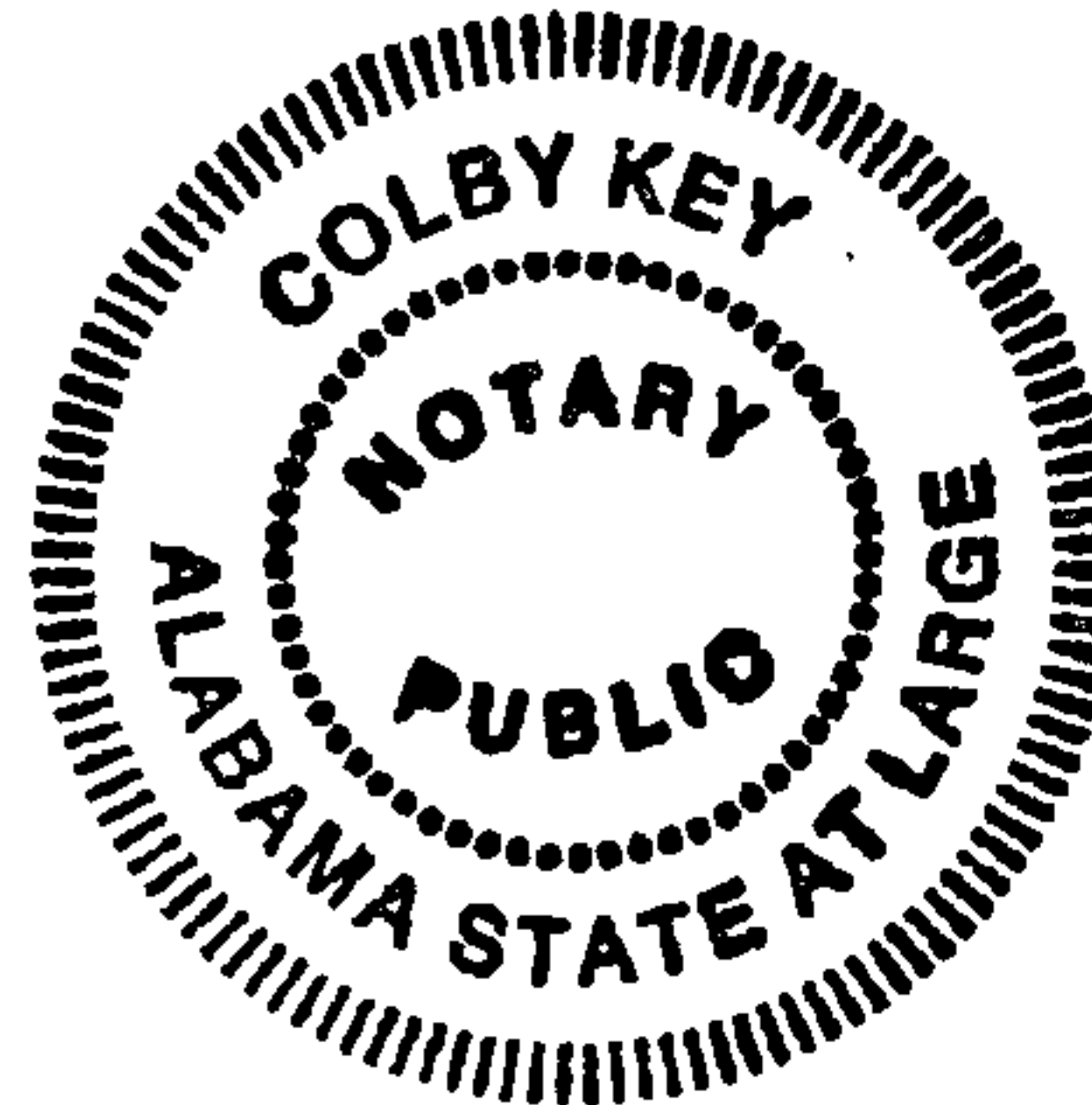
STATE OF ALABAMA  
COUNTY OF Shelby

I, Colby Key, 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 27<sup>th</sup> day of Sept, 2024.

  
Notary Public

My Commission Expires: 7/9/25







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

**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 good right 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 23<sup>rd</sup> day of Sept, 2022.

2024

Sommerville Family, L.L.C.

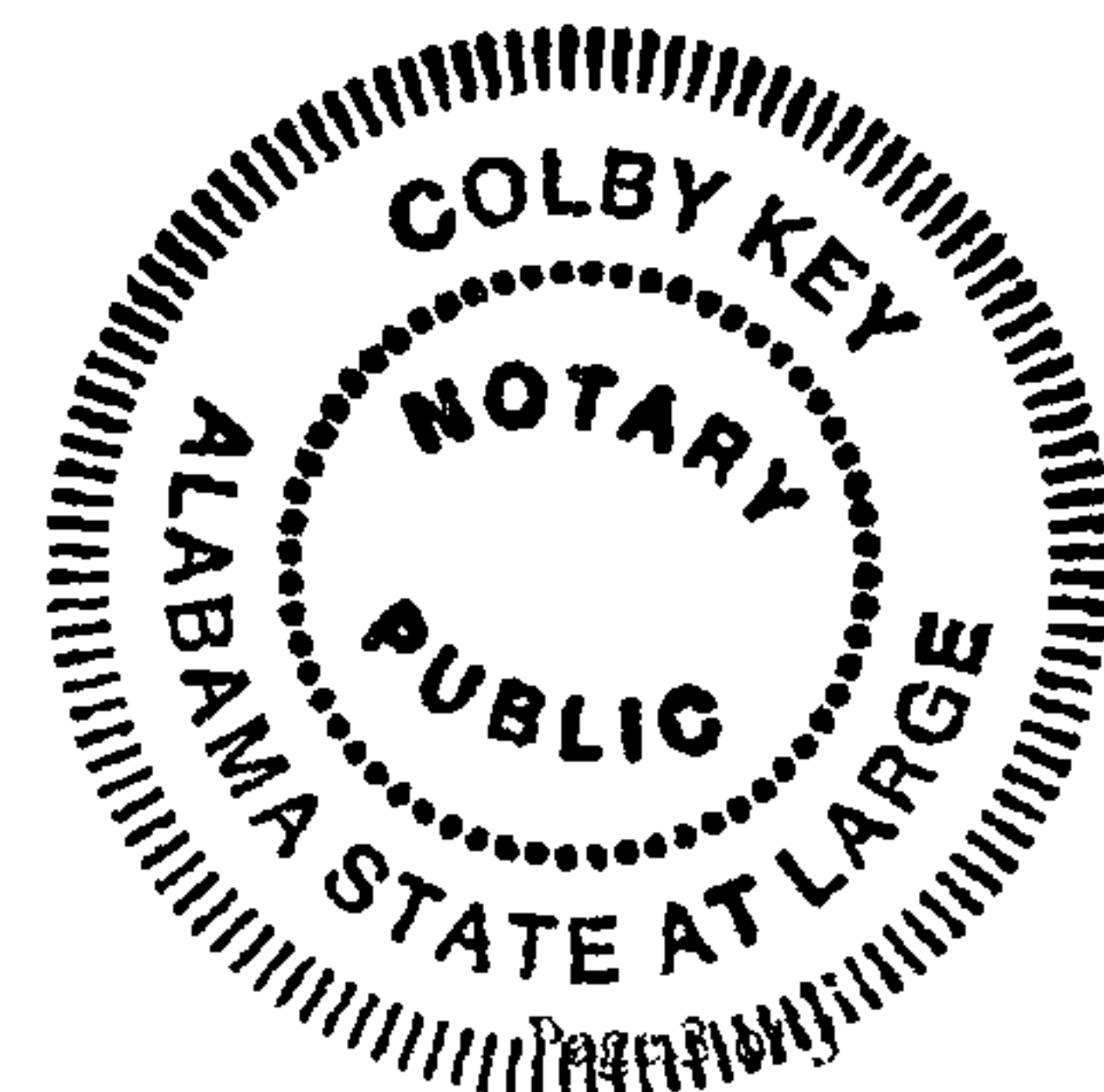
  
By: William H. Sommerville, III

STATE OF ALABAMA  
COUNTY OF Shelby

I, Colby Key, 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 23<sup>rd</sup> day of Sept, 2022.  
2024

  
Notary Public  
My Commission Expires: 7/9/25  
Its: Manager







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## Exhibit A

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

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.