

STATE OF ALABAMA       )  
SHELBY COUNTY        )

Send tax notices to:  
Pelham Board of Education  
3162 Pelham Parkway  
Pelham, Alabama 35124

### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned, **SAHA HIGHWAY 52, LLC**, an Alabama limited liability company (hereinafter the "Grantor"), in hand paid by the **PELHAM BOARD OF EDUCATION** (the "Grantee"), the receipt of which is acknowledged, Grantor does grant, bargain, sell and convey unto Grantee, an undivided ½ interest in that certain real estate situated in Shelby County, Alabama, which is described in **Exhibit A** attached hereto and made a part hereof (the "Property"), subject to the following:


1. Taxes and assessments for the year 2015 and subsequent years, not yet due and payable.
2. Any applicable zoning ordinances.
3. Easements, rights-of-way, reservations, agreements, and restrictions of record.
4. Any mineral and mining rights not owned by Grantor.
5. The reservation of a Grading/Slope Easement attached as Exhibit B.

**TO HAVE AND TO HOLD** said Property unto Grantee, its successors and assigns, forever.

Grantor hereby covenants and agrees with Grantee, its successors and assigns, that Grantor will warrant and defend the Property against the lawful claims (unless accepted herein) of all persons claiming by, through, or under Grantor, but not further or otherwise.

By accepting this Statutory Warranty Deed and as conditions of the conveyance hereunder, Grantee, for itself and on behalf of its successors, assigns and successors in title, acknowledges and agrees that, except as specifically set forth herein, the following understandings apply:

- (a) it accepts the Property without relying on any agreement, representation, or warranty other than as expressed herein by Grantor;
- (b) it accepts the Property "AS IS, WHERE IS, WITH ALL FAULTS". Grantee assumes the risk as to all defects in the Property, whether those defects are latent or not discoverable upon inspection and including those defects that Grantee's knowledge of which may have deterred it from accepting the Property. Notwithstanding, Grantor represents to Grantee that, to the best of its knowledge, without any investigation or inquiry whatsoever, there are no hazardous materials located, stored, or disposed of on the Property, or other conditions on, under or about the Property, which would be in violation of any applicable environmental laws; and

  
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(c) it waives and releases Grantor from any and all claims, injuries or causes of action that Grantee may have or hereafter may have based on the following: (i) title to or peaceable possession of the Property; (ii) the zoning of the Property; (iii) the condition of or defects on the Property; (iv) the fitness of the Property for any particular use or purposes intended by Grantee; (v) the environmental condition of the Property or the need or desirability to perform any corrective or remediation work thereon, including, but not limited to, any claims or injuries in connection with hazardous substances or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either; and (vi) any other matters relating to Grantor's past use of the Property.

It is the express intention of the parties that the conditions, covenants and understandings in this conveyance shall run with the land and be binding upon the Grantee, and any of its successors, assigns and successors in title.

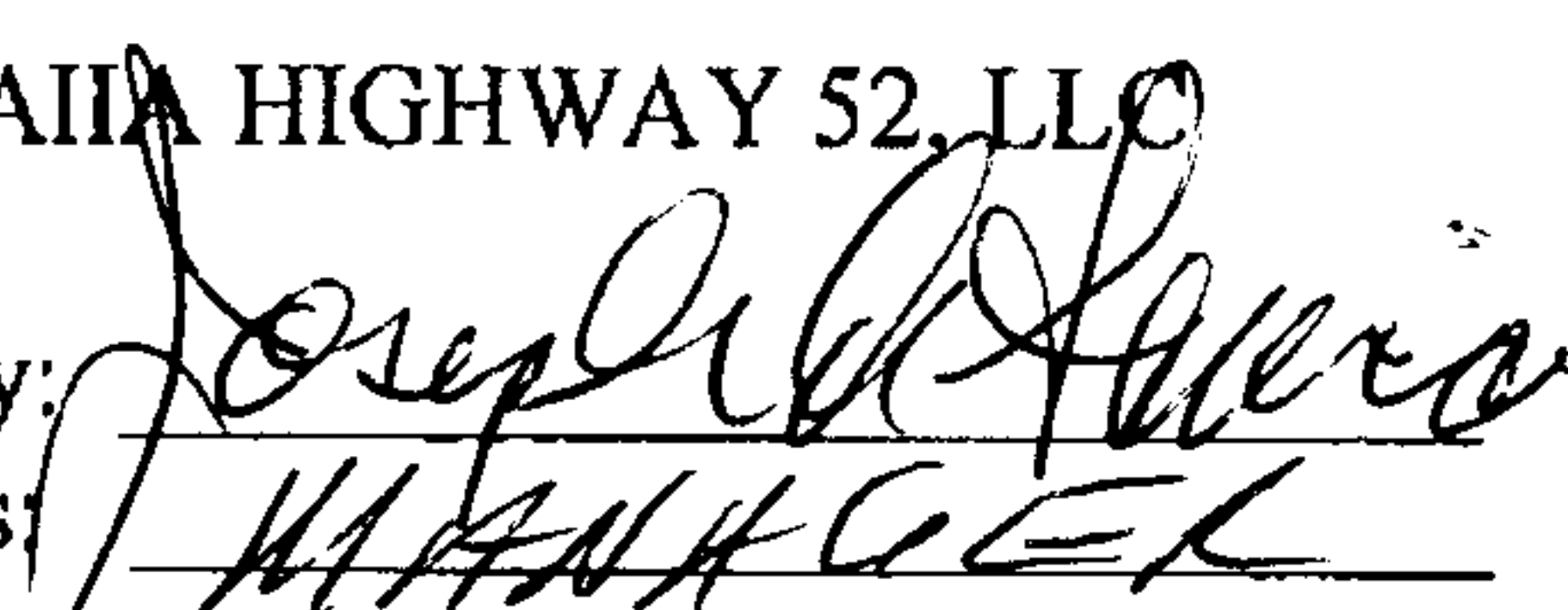
**IN WITNESS WHEREOF**, each Grantor has hereto set its signature and seal on the date of the acknowledgment of its signature below.


**GRANTOR:**

SAIA HIGHWAY 52, LLC

By:

Its:

  
MANAGER

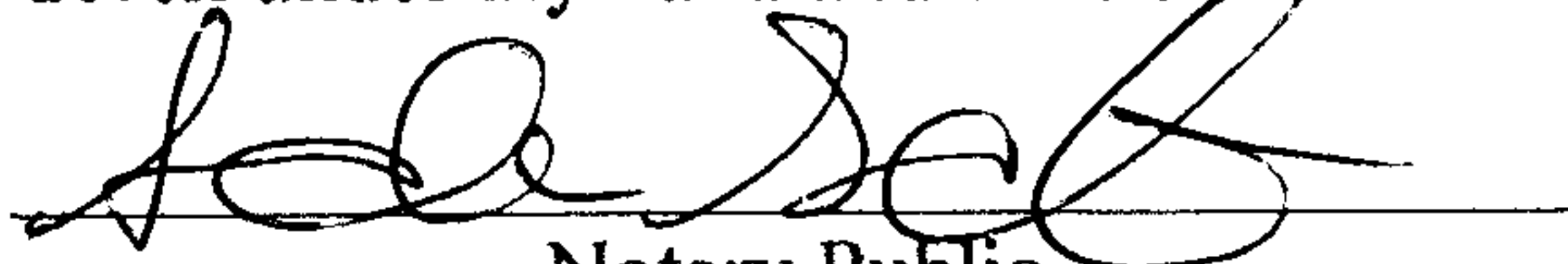
  
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STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOSEPH A. SAIIA whose name as a Member of Saiia Highway 52, LLC, 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 said instrument, he, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 30<sup>th</sup> day of December, 2014.

  
Notary Public

[AFFIX SEAL]

My commission expires: 12/3/16

This instrument was prepared by:  
Steven T. Stine, Esq.  
Bishop, Colvin, Johnson & Kent  
1910 1<sup>st</sup> Ave. North  
Birmingham, Alabama 35203  
(205) 251-2881


  
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Exhibit A

Parcel to be conveyed:

A parcel of property lying and being in the Northwest Quarter of the Southeast Quarter of Section 19, Township 20 South, Range 2 West and being more particularly described as follows.

COMMENCE at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section; thence run S 89°58'08"W along the South line of said Northwest Quarter for a distance of 124.82 feet to a 1/2" re-bar; thence continue along said South line N89°54'08"W for a distance of 448.11 feet to the POINT OF BEGINNING; thence continue along last said course for a distance of 125.12; thence continue along said South line S89°57'59"W for a distance of 456.93 feet to a 5/8" re-bar; thence continue along said South line S89°38'02"W for a distance of 180.43 feet to the Southern Right-of-Way of Shelby County Road 52; thence leaving said South line run N57°43'30"E along said Right-of-way for a distance of 76.40 feet; thence continue along said Right-of-Way N84°30'25"E for a distance of 223.34 feet; thence continue along said Southern Right-of-Way N67°05'13"E for a distance of 203.00 feet; thence continue along said Southern Right-of-Way N12°44'48"W for a distance of 40.06 feet; thence continue along said Southern Right-of-Way N12°58'23"W for a distance of 18.17 feet to a 1/2" Capped Re-bar, and also being on a curve to the right having a radius of 1133.00 feet, a chord bearing of N75°25'18"E, and a chord distance of 275.00 feet, thence along the arc of said curve for a distance of 275.68 feet; thence leaving said Right-of-Way run S07°34'16"E for a distance of 268.36 feet back to the POINT OF BEGINNING. Said tract contains 2.22 acres more or less.

Subject to a 30 foot wide slope easement running parallel to, and abutting the East side of the above described property.



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## **Exhibit B**

### **Grading/Slope Easement**

Grantor reserves the right to grade, fill or remove dirt, rock, trees, shrubs, debris, or other material on that part of the property being conveyed herein described on Exhibit C. Grantor agrees that Grantor shall bear the costs of soil grading and shall have the right to keep the proceeds of sale of material, if any, to offset said grading costs. Grantor shall notify Grantee of any intention to exercise its right under the Grading/Slope Easement within 30 days of commencement.

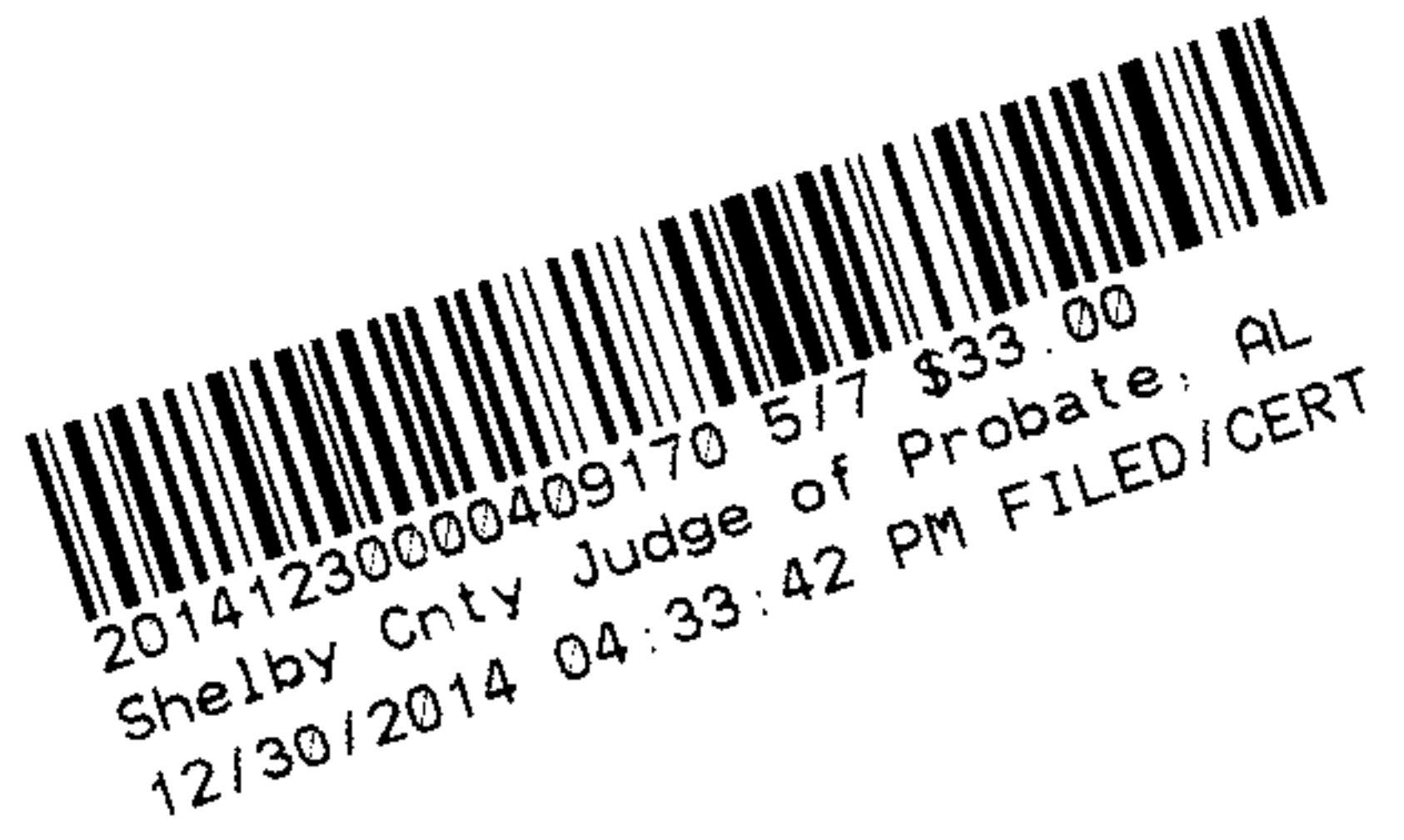


Exhibit C

Slope Easement to be conveyed:

COMMENCE at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section; thence run S 89°58'08"W along the South line of said Northwest Quarter for a distance of 124.82 feet to a 1/2" re-bar; thence continue along said South line N89°54'08"W for a distance of 448.11 feet to the POINT OF BEGINNING of said easement; thence continue along last course for a distance of 30.27 feet; thence leaving said South line run N07°34'16"W for a distance of 262.45 feet to the Southern Right-of-Way of Shelby County Road 52 also being on a curve to the right having a radius of 1133.00 feet, a chord bearing of N78°54'03"E, and a chord distance of 30.06 feet, thence along the arc of said curve for a distance of 30.06 feet; thence leaving said Right-of-Way run; thence run S07°34'16"E for a distance of 268.36 feet back to the POINT OF BEGINNING. Said easement contains 0.18 acres more or less.



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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 SALIA HIGHWAY 52 LLC  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Grantee's Name CITY OF PELHAM  
Mailing Address PO BOX 1419  
PELHAM AL 35124

Property Address no address assigned  
\_\_\_\_\_  
\_\_\_\_\_

Date of Sale 12/30/2014  
Total Purchase Price \$ \_\_\_\_\_

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ 479,333



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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  
☐ 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.

## 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 \_\_\_\_\_

Print

TOM SEAKE

☐ Unattested

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1