

This instrument prepared by:

Steven T. Stine -Bishop, Colvin, Johnson & Kent
 1910 First Ave. North
 Birmingham, AL 35203

Send tax notices to:

City of Pelham, Alabama
 3162 Pelham Parkway
 Pelham, AL 35124
 ATTN: Finance Dept.

STATE OF ALABAMA)

PROJECT NO.: CMAQ-PE12(926)

COUNTY OF SHELBY)

CPMS PROJ. NO.: 100056496-2

TRACT NO. 2 (0.39 ACRES)

STATUTORY WARRANTY DEED



20150721000248050 1/8 \$36.00
 Shelby Cnty Judge of Probate, AL
 07/21/2015 03:24:09 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid to the undersigned **PELHAM BOARD OF EDUCATION** (the "Grantor"), in hand paid by the **CITY OF PELHAM, ALABAMA** (the "Grantee"), the receipt of which is acknowledged, Grantor does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, that certain real estate situated in Shelby County, Alabama, which is described below and depicted on the Drawing that is attached as Exhibit A and made a part hereof (the "Property"):

A parcel of land situated in the Southwest quarter of the Northeast quarter of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the said Southwest quarter of the Northeast quarter of Section 11 and run North 89 degrees 06 minutes 29 seconds West along the South line thereof for a distance of 281.96 feet to a point on the Western-most right of way line of Bearden Road (right of way varies); thence run North 31 degrees 48 minutes 36 seconds West along said right of way line for a distance of 121.40 feet; thence run North 48 degrees 38 minutes 13 seconds West along said right of way line for a distance of 71.38 feet to a point on a curve turning to the right, said curve having a radius of 2934.79 feet, a central angle of 07 degrees 50 minutes 18 seconds, a chord bearing of North 26 degrees 12 minutes 37 seconds West, and a chord distance of 401.18 feet; thence run along the arc of said curve and along said right of way line 401.49 feet to a point on the Southern-most right of way line of Panther Circle; thence run North 21 degrees 15 minutes 34 seconds West along a line that is non-tangent to the previous curve for a distance of 60.08 feet to a point on the Northern-most right of way line of Panther Circle, said point being the POINT OF BEGINNING; thence run North 20 degrees 15 minutes 25 seconds West for a distance of 98.92 feet; thence run North 18 degrees 21 minutes 30 seconds West for a distance of 94.05 feet; thence run North 16 degrees 06 minutes 01 seconds West for a distance of 93.64 feet; thence run North 12 degrees 57 minutes 46 seconds West for a distance of 283.58 feet; thence run North 16 degrees 22 minutes 43 seconds East for a distance of 57.35 feet to a point on the said Western-most right of way line of Bearden Road; thence run South 12 degrees 30 minutes 00 seconds East along said Eastern-most right of way line for a distance of 183.94 feet to a point on a curve turning to the left, said curve having a radius of 2904.79 feet, a central angle of 08 degrees 34 minutes 26 seconds, a chord bearing of South 16 degrees 51 minutes 44 seconds East, and a chord distance of 434.28 feet; thence run along the arc of said curve and along said right of way

line for a distance of 434.69 feet to a point on the Northern-most right of way line of Panther Circle, said point also being on a non-tangent curve turning to the left, said curve having a radius of 335.44 feet, a central angle of 05 degrees 04 minutes 07 seconds, a chord bearing of South 73 degrees 53 minutes 47 seconds West, and a chord distance of 29.67 feet; thence run along the arc of said curve and along said right of way line for a distance of 29.67 feet POINT OF BEGINNING. Said parcel contains 16,846 square feet or 0.39 acres more or less.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the following (the "Exceptions"):

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, restrictions, and setback lines or other matters of record.
4. Any mineral and mining rights not owned by Grantor.

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 otherwise noted herein) of all persons claiming by, through, or under Grantor, but not further or otherwise.

AND, by acceptance of this Statutory Warranty Deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the Property is accepted by Grantee without relying on any agreement, representation, or warranty made by Grantor. Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances. It is the express intention of the parties that this assumption and release run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, et seq., as amended.). 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 which would be in violation of any applicable environmental laws.

AND, by acceptance of this Statutory Warranty Deed and as a condition of the conveyance hereunder, Grantee further waives and releases Grantor from any and all claims and causes of action that Grantee may have or hereafter may be otherwise entitled to assert based on (i) title to the Property (except as specifically set forth herein); (ii) the zoning of the Property; (iii) the condition of the Property; (iv) peaceable possession of the Property; (v) any latent, apparent or other defects on the Property; (vi) the Property's fitness for any particular use or purposes; (vii)

the environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous substances or waste pursuant to CERCLA, as amended, RCRA, 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 (vii) any other matter or claim relating to the Property. Grantee assumes the risk as to all defects in the Property, whether those defects are latent or not discoverable upon simple inspection, and including those defects knowledge of which would have deterred Grantee from accepting the Property. This conveyance is made expressly subject to all such injuries resulting under this paragraph, either past or future, and this condition shall constitute a covenant running with the land as against the Grantee and successors in title to the Property.

(Signature Page Follows)




20150721000248050 3/8 \$36.00
Shelby Cnty Judge of Probate, AL
07/21/2015 03:24:09 PM FILED/CERT

IN WITNESS WHEREOF, Grantor has hereto set its signature and seal on the date of the acknowledgment of Grantor's signature below, to be effective as of 6-2, 2015.

PELHAM BOARD OF EDUCATION (GRANTOR)

By: *Rick Rhoades*
Rick Rhoades

Its: President


20150721000248050 4/8 \$36.00
Shelby Cnty Judge of Probate, AL
07/21/2015 03:24:09 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rick Rhoades, whose name as the President of the Pelham Board of Education, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this the 4 day of June, 2015.

Pam Croftwell Phifer
Notary Public

[AFFIX SEAL]

Notary Public - Alabama State At Large
My Commission Expires
October 2, 2017
~~Bonded Thru Notary Public Underwriters~~

My commission expires: _____

EXHIBIT A – DRAWING DEPICTING PROPERTY – TRACT 2

See attached.



20150721000248050 5/8 \$36.00
Shelby Cnty Judge of Probate: AL
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+00.00
(TIE TO PRES)
31.91' +/- LT

+50.00
60.00' LT



20150721000248050 6/8 \$36.00
Shelby Cnty Judge of Probate, AL
07/21/2015 03:24:09 PM FILED/CERT

16,846 Sq. Ft. ±
0.39 Acres ±

+69.69 (PI)
60.00' LT

+78.42 (PI)
60.00' LT

+86.24 (PI)
60.00' LT

P.O.B.
+87.32 +/-
(TIE TO PRES)
(59.77' +/- LT)

PANTHER CIR

ABBREVIATION

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

LINE	BEARING	DISTANCE
L1	N 89°06'29" W	281.96'
L2	N 31°48'36" W	121.40'
L3	N 48°38'13" W	71.38'
L4	N 21°15'34" W	60.08'
L5	N 20°15'25" W	98.92'
L6	N 18°21'30" W	94.05'
L7	N 16°06'01" W	93.64'
L8	N 12°57'46" W	283.58'
L9	N 16°22'43" E	57.35'
L10	S 12°30'00" E	183.94'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	401.49'	2934.79'	7°50'18"	N 26°12'37" W	401.18'
C2	434.69'	2904.79'	8°34'26"	S 16°51'44" E	434.28'
C3	29.67'	335.44'	5°04'07"	S 73°53'47" W	29.67'

P.O.C.
FOUND 5/8" REBAR
SOUTHEAST CORNER
SW 1/4 - NE 1/4
SEC. 11, T20S, R3W

TRACT NUMBER ②

OWNER: PELHAM BOARD OF EDUCATION

RIGHT OF WAY ACQUIRED: 0.39 ACRES

CITY OF PELHAM
BEARDEN ROAD

SCALE: 1" = 100'

DATE: 3/3/15

REVISED:

GSA PROJECT NO. 26895



Jesse Jowers

From: TONY ACRE <TACRE@shelbyal.com>
Sent: Tuesday, July 21, 2015 2:12 PM
To: Jesse Jowers
Subject: RE: FW: City of Pelham Request for Donation of Board Land - Bearden Road Sidewalk Project

Jessie,

Per your request for an assessment valuation of the splits to parcel 13-1-11-001-004.000.

The tract #1 parcel (.24 acres) = \$6,000

The tract #2 parcel (.39 acres) = \$9,750

I hope this is adequate for your paperwork.

If you need anything further please let me know.

Tony Acre
Senior Appraiser
Property Tax Commissioner's Office
Shelby County Alabama
205-670-6935
tacre@shelbyal.com
ptc.shelbyal.com



20150721000248050 7/8 \$36.00
Shelby Cnty Judge of Probate, AL
07/21/2015 03:24:09 PM FILED/CERT

From: Jesse Jowers [<mailto:jjowers@pelhamonline.com>]
Sent: Tuesday, July 21, 2015 2:00 PM
To: TONY ACRE
Subject: FW: FW: City of Pelham Request for Donation of Board Land - Bearden Road Sidewalk Project

Jesse Jowers
City Engineer
City of Pelham
(205) 620-6408
(205) 663-3116 (FAX)
jjowers@pelhamonline.com

P.O. Box 1238
Pelham, AL 35124

CONFIDENTIALITY NOTICE:

This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution, taking of any action in reliance on the contents of this information or use of this communication is STRICTLY PROHIBITED. If you have received this communication in error, please notify the sender immediately by return e-mail message or telephone and delete the original and all copies of the communication, along with any attachments hereto or links herein, from your system.

Real Estate Sales Validation Form

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

Grantor's Name PELHAM BOARD OF EDUCATION
Mailing Address 3162 PELHAM PARKWAY
PELHAM, AL 35124

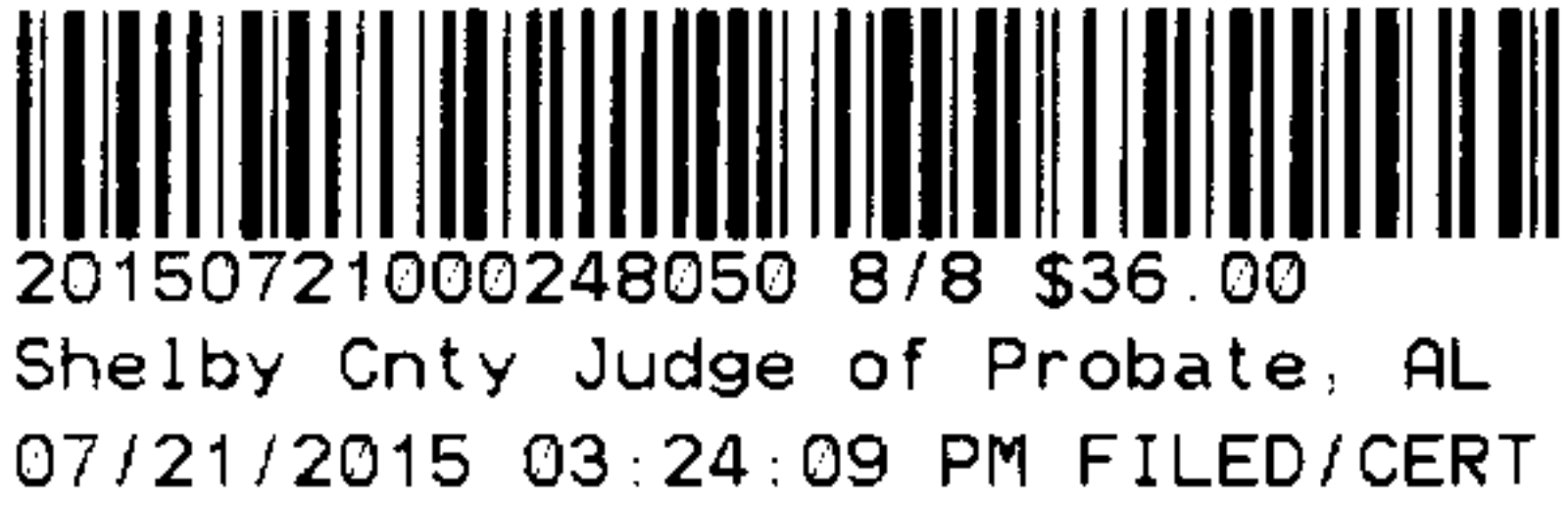
Grantee's Name CITY OF PELHAM
Mailing Address 3162 PELHAM PKWY
PELHAM, AL 35124

Property Address 13-1-11-1-002-004.000
0.39 Acres

Date of Sale JUNE 2, 2015
Total Purchase Price \$ _____

or
Actual Value \$ _____

or
Assessor's Market Value \$ 9,750



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 Attachment

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 7/21/15

Print PELHAM
JESSE TOWERS, CITY ENGINEER

Sign Jesse E. Towers, Jr.
(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)

Form RT-1