

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION OR CERTIFICATION AS TO THE STATUS OF THE TITLE OF THE PROPERTY DESCRIBED HEREIN: OR AS TO THE ACCURACY OF THE DESCRIPTION CONTAINED HEREIN AND/OR IN ANY PREVIOUSLY FILED DEEDS AND HAS NOT EXAMINED THE TITLE TO THE SAID PROPERTY DESCRIBED HEREIN.

THIS INSTRUMENT MUTUALLY PREPARED BY:

F. WADE STEED, ESQ.
DEMPSEY, STEED, STEWART, RITCHEY & GACHÉ, LLP
1910 28TH AVENUE SOUTH
HOMEWOOD, ALABAMA 35209

SEND TAX NOTICE TO GRANTEE:

GRANTEE'S ADDRESS:
CITY OF CHELSEA, ALABAMA
P. O. BOX 111
CHELSEA, ALABAMA 35043

MARK S. BOARDMAN, ESQ.
BOARDMAN, CARR, BENNETT, WATKINS, HILL & GAMBLE, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043



20151210000422860 1/8 \$36.00
Shelby Cnty Judge of Probate, AL
12/10/2015 02:06:02 PM FILED/CERT

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS: That, subject to the provisions of this Deed and any exhibits thereof ("Deed"), and for and in consideration of Grantee's promise to grade, improve and maintain the said described Property (defined herein below) in good workmanlike manner, condition and/or repair for the limited purpose of constructing and maintaining a single-level public parking lot only, and, at the time of this conveyance and thereafter, the Grantor, for itself and its successors and assigns, shall retain a reversionary interest in the Property, and reserve a non-exclusive perpetual easement to use the Property for parking purposes, as needed, and other good and valuable consideration, GRANTOR, **Liberty Baptist Church**, an Alabama non-profit corporation, (hereinafter referred to sometimes as GRANTOR), does hereby give, grant, bargain, sell and convey unto the GRANTEE, **The City of Chelsea, Alabama** (hereinafter referred to sometimes as GRANTEE), the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

See Legal Description attached hereto and incorporated herein by reference as Exhibit "A" ("Property").

Subject to:

1. All restrictions, conditions, agreements, rights of way, covenants and easements of record;
2. Any mineral and mining rights not owned by the Grantors;
3. 2015 ad valorem taxes, a lien, but not yet due and payable;
4. Rights of parties in possession of any or all of the described real estate, if any;
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
6. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises;
7. The Property described herein is conveyed by Grantor to Grantee AS-IS, WHERE-IS and WITH ALL FAULTS and DEFECTS, latent or otherwise, without any representation or warranty whatsoever, expressed or implied, by operation of law or otherwise, with respect and as to its quality, physical conditions or value of the Property, including, without limitation, its environmental or ecological condition or its suitability or sufficiency for the Grantee's intended use and/or purpose, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resources damages, the presence of hazardous or toxic substances, materials or wastes, such

other substances, contaminates or pollutants on, under or about the Property, or the income or expense from or of the Property; and


8. This Statutory Warranty Deed is conveyed by Grantor to Grantee subject to the foregoing provisions of the Deed and Grantor's reservation of that certain reversionary interest ("Reversionary Interest") and non-exclusive easement ("Easement") as described in accordance with the provisions of this Deed and those certain deed restrictions and covenants, attached hereto and incorporated herein by reference as Exhibit "B" ("Deed Restrictions and Covenants") and said Reversionary Interest, Easement and Deed Restrictions and Covenants shall run with the land as an interest in the Property, in favor of the Grantor, its successors and assigns, and enforceable with respect to the Property by Grantor, its successors and assigns.

NOTE(S): (a) This Statutory Warranty Deed has been prepared without the benefit of a current survey or current title examination and all information contained herein has been provided by the Grantee.

TO HAVE AND TO HOLD to the said Grantee, its successors, heirs and assigns forever.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the described real estate hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the ____ day of ____, 2015.


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LIBERTY BAPTIST CHURCH

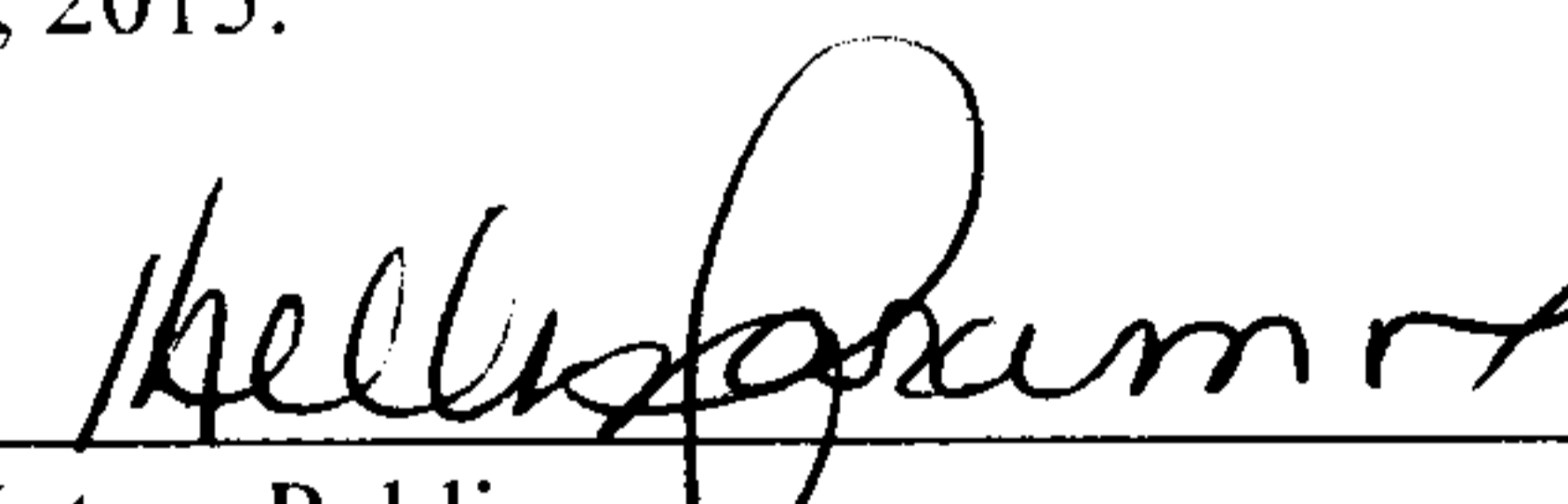
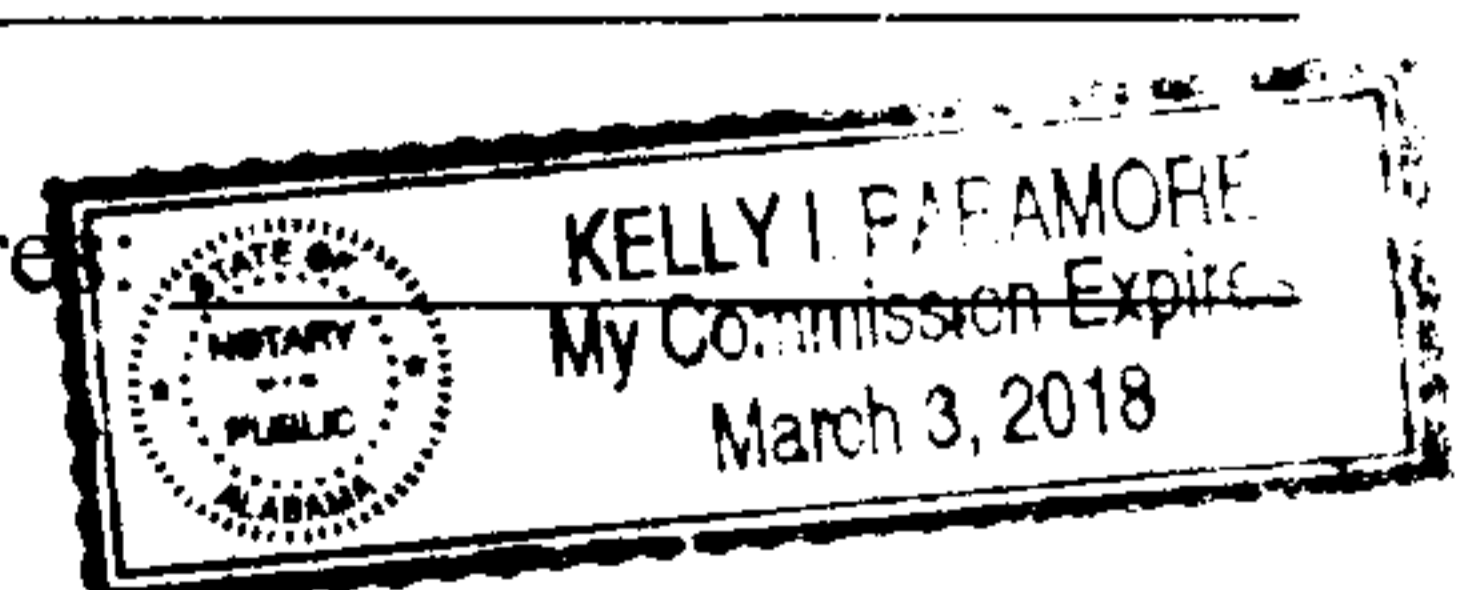
By: 
Ken Ray
Its: Trustee

STATE OF ALABAMA)
COUNTY OF Shelby)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ken Ray, whose name as Trustee of Liberty Baptist Church, an Alabama non-profit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of Liberty Baptist Church on the day the same bears date.

Given under my hand and official seal this 10 day of Nov, 2015.


Notary Public
My Commission Expires: 

20151210000422860 3/8 \$36.00
Shelby Cnty Judge of Probate, AL
12/10/2015 02:06:02 PM FILED/CERT

LIBERTY BAPTIST CHURCH

By: Keith Marbury
Keith Marbury
Its: Trustee

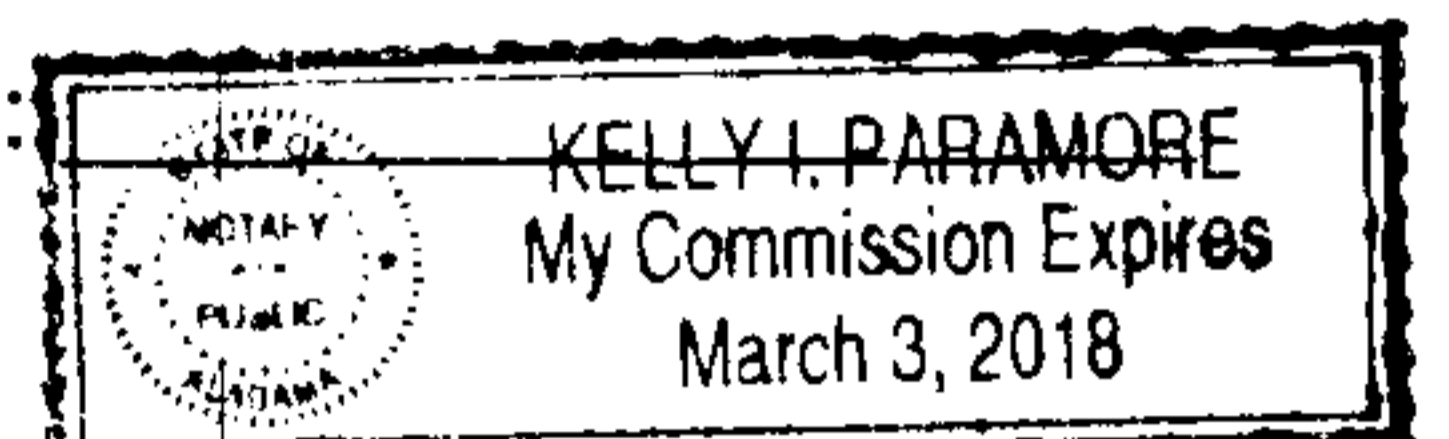
STATE OF ALABAMA)
COUNTY OF Shelby)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Keith Marbury, whose name as Trustee of Liberty Baptist Church, an Alabama non-profit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of Liberty Baptist Church on the day the same bears date.

Given under my hand and official seal this 18 day of Nov., 2015.

Kelly I. Paramore
Notary Public
My Commission Expires:



LIBERTY BAPTIST CHURCH

By: Jimmy D. Goodwin
Jimmy Goodwin
Its: Trustee

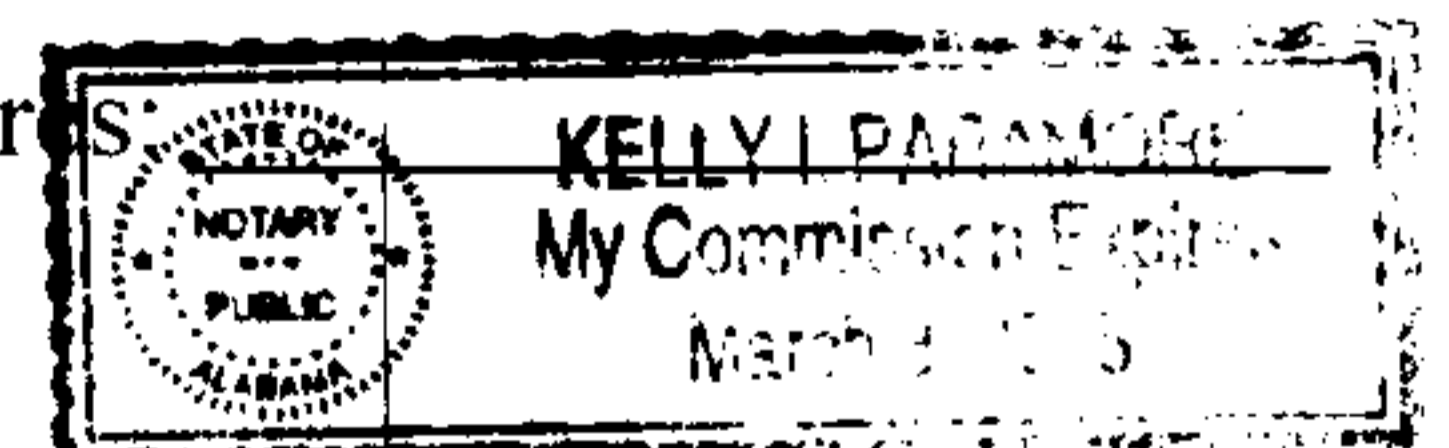
STATE OF ALABAMA)
COUNTY OF Shelby)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jimmy Goodwin, whose name as Trustee of Liberty Baptist Church, an Alabama non-profit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of Liberty Baptist Church on the day the same bears date.

Given under my hand and official seal this 18 day of Nov., 2015.

Kelly I. Paramore
Notary Public
My Commission Expires:



ACKNOWLEDGEMENT OF CONCURRENCE & JOINDER:

In Witness Whereof, the City of Chelsea hereby certifies that it has read and understands the provisions of this Deed, including the Exhibits referenced therein and made a part thereof, and by executing this Deed, the City concurs with, accepts and agrees to be bound by and obligated to the terms and conditions as set forth under the provisions of this Deed and all exhibits thereto and confirms its acceptance thereof and acknowledges its agreement that this Deed be recorded in such form as set forth herein in the Office of the Judge of Probate of Shelby County, Alabama.

CITY OF CHELSEA

By: Earl Davis
Its: Mayor


STATE OF ALABAMA)
COUNTY OF Shelby)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that EARL NIVEN, whose name as Mayor for the City of Chelsea, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of the City of Chelsea on the day the same bears date.

Given under my hand and official seal this 23 day of November, 2015.

Lynda Higginbotham
Notary Public
My Commission Expires: _____


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Shelby Cnty Judge of Probate, AL
12/10/2015 02:06:02 PM FILED/CERT

LYNDA HIGGINBOTHAM
NOTARY PUBLIC
STATE OF ALABAMA
COMMISSION EXPIRES JUNE 28, 2017

EXHIBIT A

LEGAL DESCRIPTION

A part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama and more particularly described as follows:

Commence at an iron pin found at the locally accepted Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama; thence North 88 deg. 57 min. 23 sec. East (assumed bearing) along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section and along the North line of Brook Chase Estates, Phase II, as recorded in Map Book 22 page 47 in the Probate Office of Shelby County, Alabama, for a distance of 358.70 feet to a capped iron found; thence North 23 deg. 42 min. 44 sec. East a distance of 403.91 feet to a point on the Southwest right of way for Shelby County Highway #47; thence North 43 deg. 07 min. 58 sec. East a distance of 80.0 feet, more or less, to the Northeast right of way for Shelby County Highway #47; thence North 46 deg. 52 min. 02 sec. West along said right of way a distance of 50.47 feet to the point of beginning; thence North 47 deg. 10 min. 38 sec. West along said right of way a distance of 223.15 feet to the intersection of said right of way and Liberty Road; thence North 64 deg. 39 min. 43 sec. East along said right of way a distance of 197.24 feet; thence South 00 deg. 29 min. 31 sec. West a distance of 236.21 feet to a found iron pin; thence North 89 deg. 30 min. 29 sec. West a distance of 12.57 feet to the point of beginning.

Said parcel having an area of 21,912.7 square feet, or 0.503 acres, more or less.



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EXHIBIT B

DEED RESTRICTIONS AND COVENANTS

These Deed Restrictions and Covenants (hereinafter defined) are attached as an addition to and made a part of the Deed, pursuant to which Liberty Baptist Church conveys to City of Chelsea the Property located in the City of Chelsea, Shelby County, Alabama, as more particularly described in the foregoing Exhibit "A" to the Deed, and whereby the City of Chelsea covenants, agrees and acknowledges, by its concurrence, acceptance and the recordation of the Deed, that City of Chelsea hereby takes title to the Property subject to the provisions of the Deed, including the following reservations, covenants, restrictions, conditions and other provisions, which shall be binding upon City of Chelsea and its successors and assigns, including, without limitation, its occupants or users of the Property:

1. Use Restriction. The Property shall be used by the City of Chelsea solely for the limited purpose of a single-level public parking lot to be maintained by the City of Chelsea. The Liberty Baptist Church, for itself and its successors and assigns, shall retain a reversionary interest in the Property, and reserve a non-exclusive perpetual easement to use the Property for parking purposes, as needed.

2. Reversionary Interest. Ownership of the Property shall revert to Liberty Baptist Church if: (i) City of Chelsea fails to comply with the use restrictions set forth in Section 1. Use Restriction., of Exhibit "B" to the Deed; (ii) the filing or enforcement of any mortgage, lien or encumbrance on the Property or any part thereof, or of any interest or estate therein; (iii) City of Chelsea ceases current operations as a municipality ("Default"). Without limiting any other rights or remedies that Liberty Baptist Church may have on account of such Default, upon written notice by Liberty Baptist Church to City of Chelsea of its invocation of its reverter right ("Liberty Baptist Church's Reverter Notice"), the Property shall automatically revert and, for purpose of memorializing said event in writing, the City of Chelsea shall reconvey the Property to Liberty Baptist Church. Upon such reverter and reconveyance of the Property, any and all encumbrances, liens or other matters of record which arise after the date of this Deed, for whatever reason (other than those which Liberty Baptist Church, in Liberty Baptist Church's Reverter Notice, specifically agrees shall be permitted to continue to encumber the Property), shall be automatically terminated, released, abandoned and of no further force and effect. Liberty Baptist Church shall have the right to enforce the foregoing in any matter permitted at law or in equity, including the right to reenter and repossess the Property in the event of City of Chelsea's Default.

3. Release. City of Chelsea waives and releases Liberty Baptist Church from any present or future claims arising from or relating to the presence or alleged presence of asbestos or any hazardous materials or harmful or toxic substances, in, on, under or about the Property, including without limitation, any claims under or on account of: (i) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder; (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind; (iii) this Deed; or (iv) the common law.

4. Further Assurances. The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the execution and filing of record of this Deed as shall be necessary or desirable to fully carry out the provisions set forth in this Deed and to fully consummate and effect the conveyance contemplated hereby.

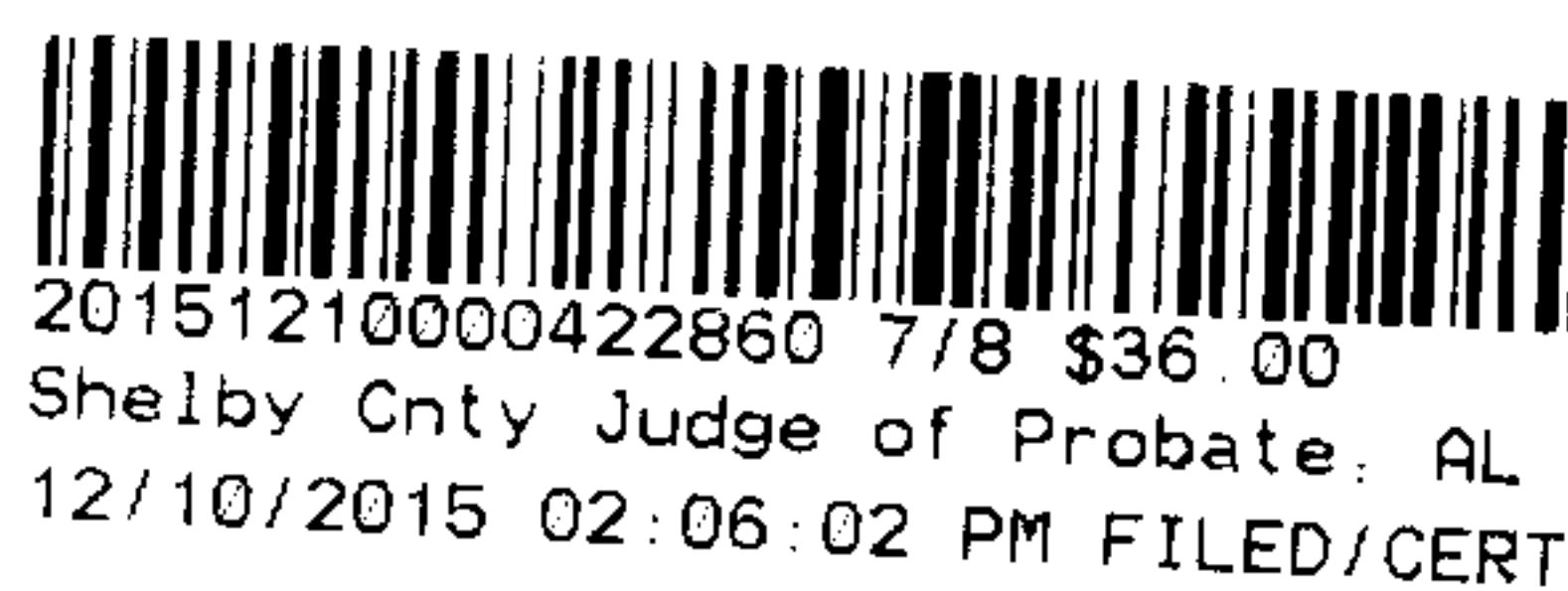
5. Notices. All Notices, requests, instructions, consents and other communications to be provided pursuant to this Deed shall be in writing and shall be deemed given and received as follows: (i) on the same day if delivered in person, by same-day courier or by facsimile transmission, with a corresponding dated confirmed receipt; (ii) on the day of delivery if delivered by overnight mail or courier; (iii) on the date indicated on the return receipt, if delivered by certified or registered mail, postage prepaid; or (iv) at the time when delivery is declined, if the addressee declines delivery.



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Shelby Cnty Judge of Probate, AL
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If to Grantor:

Liberty Baptist Church
11050 Chelsea Road
Chelsea, Alabama 35043
Attention: Dr. Timothy Cox
E-mail: timcox@LBCCChelsea.com
PH: (205) 678-9928
FAX: (205) 678-2938



If to Grantee:

City of Chelsea, Alabama
P.O. Box 111
Chelsea, Alabama 35043
PH: (205) 678-8455
FAX: (205) 677-2040

Each Party may by written Notice given to the other in accordance with this Deed change the address to which Notices to such Party are to be delivered.

6. Construction. This Deed shall be construed as a product of arm's length negotiations between equally sophisticated persons having advice of counsel. Specifically, no ambiguity in this Deed shall be construed against the Party who provided or drafted it, it being understood that each Party had an equal opportunity to participate in the drafting of this Deed.

Real Estate Sales Validation Form

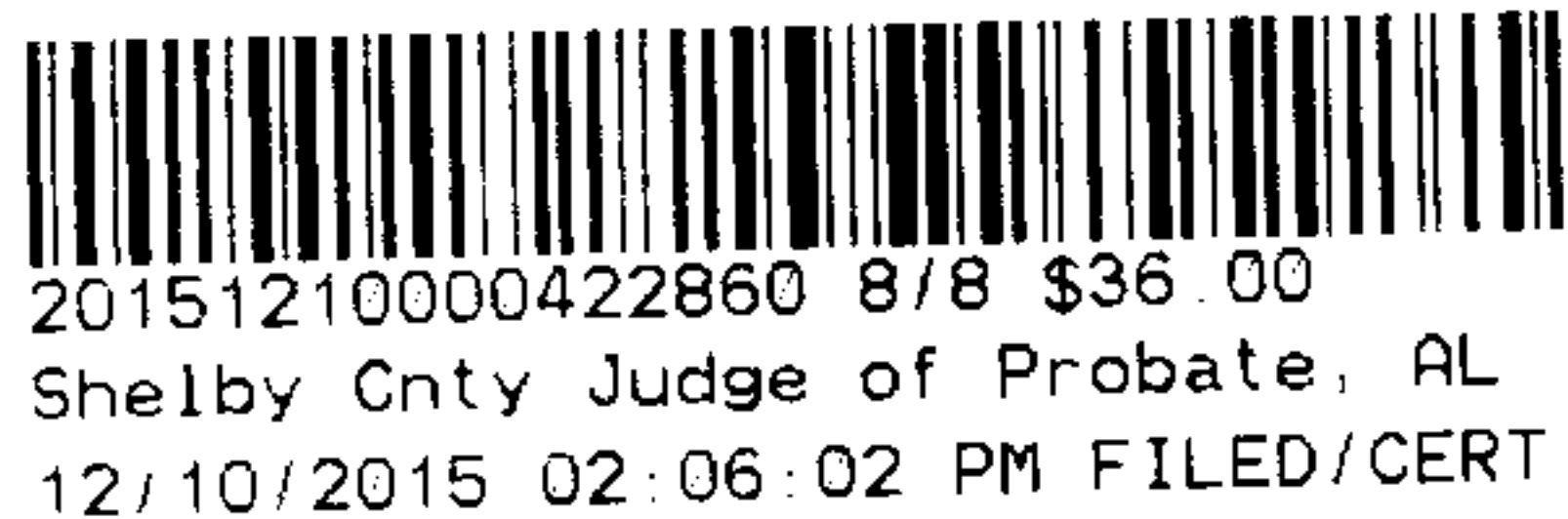
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Liberty Baptist Church
Mailing Address 11050 Liberty
11050 Chelsea Rd
Chelsea, AL 35043

Grantee's Name City of Chelsea
Mailing Address P.O. Box 111
Chelsea AL 35043

Property Address 11050 Chelsea Rd
Chelsea, AL 35043

Date of Sale 11-23-15
Total Purchase Price \$ 0.00



or
Actual Value \$ 5000

or
Assessor's Market Value \$ _____

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 Donation

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.

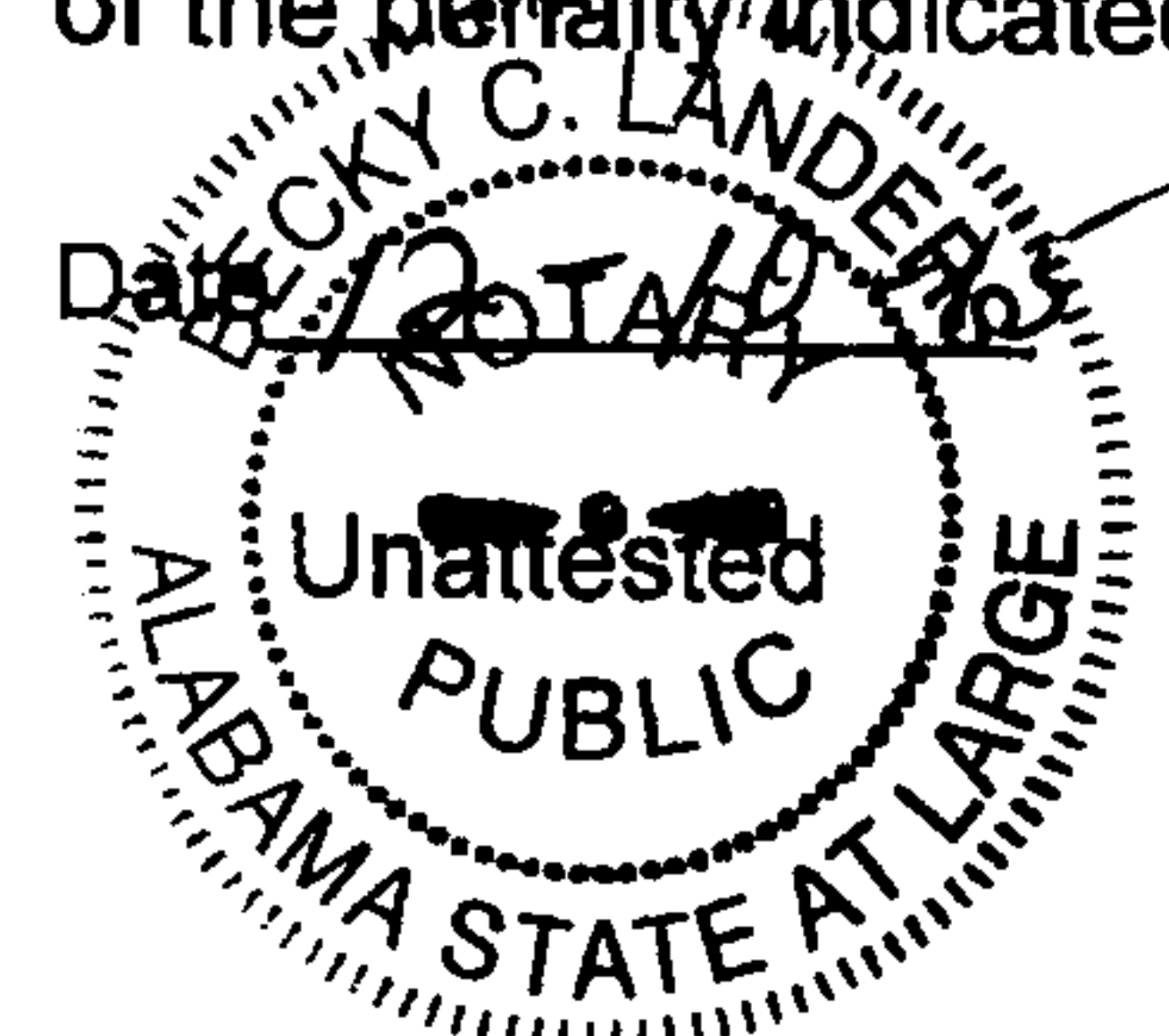
Date of Sale - the date on which interest to the property was conveyed.

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).



Print SEARL NIVEN

Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

(verified by)
Becky C. Landers
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: March 6, 2017
BONDED THRU MERCHANTS BONDING CO. (MUTUAL)

Form RT-1