


Send tax notice to:

City of Chelsea, Alabama
P.O. Box 111
11611 Chelsea Road
Chelsea, AL 35043

This Instrument Prepared By:

Edward J. Gillespie, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205


20160729000265790 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/29/2016 08:10:08 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration to **TWO MOUNTAINS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by the **CITY OF CHELSEA**, an Alabama municipal corporation (the "Grantee"), the receipt of which is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the Grantee all that certain real estate lying in the County of Shelby, State of Alabama, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), subject, however, to the matters described below;

TOGETHER WITH all appurtenances and improvements thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding the Property.

This conveyance is subject to the following:


1. Taxes and assessments for the tax year 2016 and subsequent years and not yet due and payable.
2. Any portion of the land lying within any public road right of way or within any body of water.
3. Title to all minerals within and underlying the Property, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 244, page 587.
4. 20 foot right of way reserved in Deed Book 230, Page 602 along northern portion of the Property for public road access.
5. Any loss, claim, or damage that may arise due to the deed, recorded in Instrument Number 20151222000436560, in the Probate Office of Shelby County, Alabama, not having marital status of the grantor.
6. Any matter of record affecting the Property and any matter, encroachment, or encumbrance that would be disclosed by an accurate and complete ALTA/ACSM survey of the Property.

7. Any mineral and/or mineral rights not owned by Grantor, including but not limited to coal, lignite, oil, gas, clay, rock, sand, and gravel in, on, under and that may be produced by the Property, together with all rights, privileges, and immunities relating thereto.

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

And said Grantor does for itself and its successors and assigns, covenant with said Grantee, and its heirs, representatives, successors and assigns, that Grantor is lawfully seized in fee simple of said Property; that said Property is free from all encumbrances, except as noted above; that Grantor has a good right to sell and convey the same as aforesaid; and that Grantor will, and its successors and assigns shall warrant and defend the same to the said Grantee, and its heirs, representatives, successors and assigns forever, against the lawful claims of all persons.

[SEPARATE SIGNATURE PAGE TO FOLLOW.]


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IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed this 27th day of July, 2016.

GRANTOR:

TWO MOUNTAINS, LLC, an Alabama limited liability company

By: William David Brogdon
William David Brogdon
Its Member

STATE OF AL)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **William David Brogdon, as Member of TWO MOUNTAINS, LLC**, an Alabama limited liability company, whose name 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 voluntarily executed the same on the day the same bears date.

Given under my hand this 27th day of July, 2016.

Karen M. Foxwood
Notary Public
My Commission Expires: 8-24-2019

[NOTARIAL SEAL]



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EXHIBIT "A"

Legal Description of Property

Commence at the Northeast corner of the Southeast one-fourth of the Northeast one-fourth of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 88° 49' 28" West along the North boundary of said quarter-quarter section for a distance of 381.41 feet to a ½" rebar in place; thence proceed South 01° 33' 43" West for a distance of 1046.99 feet; thence proceed North 70° 51' 33" East for a distance of 444.89 feet to a point on the East boundary of said quarter-quarter section; thence proceed North 00° 40' 08" West along the East boundary of said quarter-quarter Section for a distance of 892.96 feet to the point of beginning. Situated in the SE ¼ of the NE ¼ of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama.



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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: **TWO MOUNTAINS, LLC**
Mailing Address: 1500 Resource Drive
Birmingham, Alabama 35242

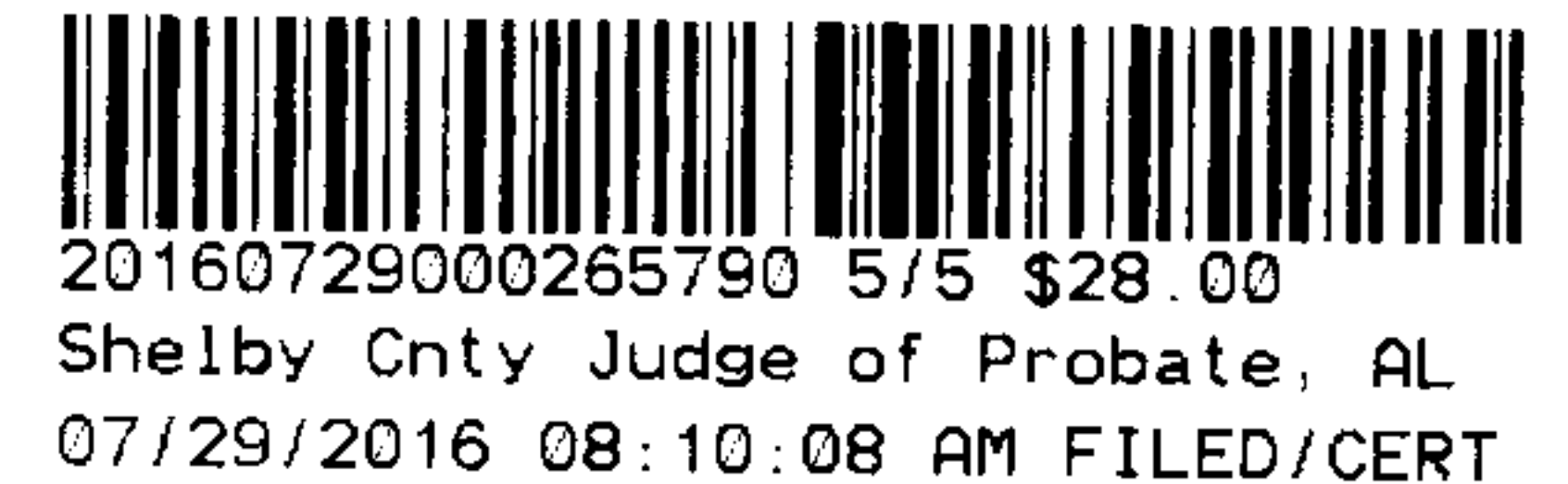
Grantee's Name: **CITY OF CHELSEA**
Mailing Address: 11611 Chelsea Road
Chelsea, Alabama 35043

Property Address: No assigned address
Parcel: 14 1 01 0 000 038.000

Date of Sale: July 27, 2016, 2016
Total Purchase Price **\$90,000.00**
Or
Actual Value \$ _____
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 ☐ 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 § 40-22-2 (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 § 40-22-2 (h).

Date: July 27, 2016
Unattested [Signature]
(Verified By)

TWO MOUNTAINS, LLC, an
Alabama limited liability company
[Signature]
William David Brogdon
Its Member