

This instrument prepared by:
Steven T. Stine, Bishop & Colvin
1910 First Ave. N.
Birmingham, AL 35203

Send any Tax Notice to:
City of Alabaster, Alabama
1953 Municipal Way
Alabaster, AL 35007
Attn: Finance Dept.

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment of Ten Dollars (\$10.00) in hand paid to **CITY BOARD OF EDUCATION OF THE CITY OF ALABASTER ALABAMA a/k/a CITY OF ALABASTER BOARD OF EDUCATION**, an instrumentality of the State of Alabama (the “Grantor”), and other good and valuable consideration to it paid by **CITY OF ALABASTER**, an Alabama municipal corporation (the “Grantee”) in favor of Grantor, the receipt and sufficient of which consideration is hereby acknowledged, Grantor has bargained and sold and by these presents does grant, bargain, sell, and convey unto Grantee all of its rights, title, and interests in and to that certain real property lying in Shelby County, State of Alabama, and more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference. Such property is herein referred to as the “Property.”

TOGETHER WITH (a) with all buildings, parking lots, landscaping and other improvements thereon, (b) all hereditaments and appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor, (c) all, if any, of Grantor’s right, title and interest in and to any easements, rights of way, covenants, water rights, air rights, subsurface rights, and other rights and benefits belonging to, running with the owner of, or in any way relating to the aforesaid Property, and,(d) all rights, title and interest of Grantor in and to any land lying in the bed of any street, road, alley, strips, alley, opened or proposed, in front of or abutting or adjoining the aforesaid Property.

BUT SUBJECT to the Title Exceptions set forth on **Exhibit “B”** (which is attached and incorporated herein by reference):

TO HAVE AND TO HOLD, to the said 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 above) of all persons claiming by, through, or under the Grantor, but against no other.

As a condition of the conveyance Grantee further covenants and acknowledges that (1) it (or its authorized representative(s)) has inspected the physical and environmental condition of the Property, (2) this conveyance is not based upon any agreement, representation, or warranty made by Grantor concerning its physical or environmental condition, (3) except for this aforesaid limited warranty of title, Grantee accepts the physical and environmental condition of the Property “AS IS, WHERE IS, WITH ALL FAULTS” and without warranty, and (4) it releases Grantor from any liability of any nature arising from or in connection with its physical or environmental condition. All of these conditions shall constitute covenants running with the land as against Grantee and all its successors in title.

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent buyer or successor to Grantee, whether by foreclosure or otherwise, due solely to the taking of title to it, and, by taking such title, any such buyer or successor to Grantee’s interest does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them for any costs, loss, damage, or liability such buyer or successor (or their assigns) may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, work in connection with hazardous materials 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.

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be effective as of the 20th day of July, 2023.

GRANTOR:

**CITY BOARD OF EDUCATION OF THE
CITY OF ALABASTER, ALABAMA a/k/a
CITY OF ALABASTER BOARD OF EDUCATION**

By: *R. Wayne Vickers*

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that L. Wayne Vickers, whose name as Superintendent of the City Board of Education of the City of Alabaster, Alabama a/k/a City of Alabaster Board of Education, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal, this 20th day of July, 2023.

Maribel England Burns
NOTARY PUBLIC

[SEAL]

My Commission Expires: March 16, 2026

EXHIBIT "A" - LEGAL DESCRIPTION OF PROPERTY

Lot 2 comprising approximately 4.83 Acres as Shown on that certain Final Plat dated 9/21/22 prepared by Engineering Design Technologies, Inc. and recorded in the Office of the Probate Judge of Shelby County at Map Book 56 Pg 95.

EXHIBIT B – TITLE EXCEPTIONS

1. Any mineral interests and rights of whatever kind, character or description that may be in, on, or under the Property and any public roads or right of way within or abutting the Property, including coal, ignite, oil, gas, uranium, clay, rock, sand, gravel, and other subsurface or surface minerals of whatsoever kind.
 2. Any zoning or land use regulations applicable to the Property.
 3. Any matters of record (including, but not limited to, any utility easements serving the Property or rights of ingress/egress held by third parties).
 4. Agreement between Grantor and Shelby County dated August 1, 2017 re use of athletic fields.
 5. Transmission line permits to Alabama Power Company as recorded in Deed Book 123, Page 138; and Deed Book 227, Page 712, in Probate Office.
 6. Easements to Alabama Power company as recorded in Instrument #20150407000110600; and Instrument #20171103000401260, in Probate Office.
 7. Easement to South Central Bell as recorded in Deed Book 285, Page 506, in Probate Office.
 8. Right of way to South and North Alabama Railroad Company as recorded in Deed Book 24, Page 57, in Probate Office.
 9. Rights of way to Southern Natural Gas Corporation as recorded in Deed Book 90, Page 33; Deed Book 90, Page 69; and Deed Book 90, Page 45, in Probate Office.
 10. Title to minerals underlying caption lands together with all mining rights and privileges belonging thereto, as reserved in deed recorded in Instrument #20130717000290940, in Probate Office.
 11. Easement to Plantation Pipe Line Company as recorded in Deed Book 112, Page 278, in Probate Office.
 12. Rights of way to Shelby County as recorded in Deed Book 124, Page 277; Deed Book 129, Page 489; Deed Book 129, Page 491; Deed Book 129, Page 493; Deed Book 129, Page 495; Deed Book 129, Page 497; Deed Book 280, Page 327; and Instrument #201607180090250580, in Probate Office.
 13. Right of way as dedicated to Shelby County by deed recorded in Deed Book 215, Page 245, in Probate Office.
 14. All Matters set forth on recorded map.
 15. Declaration of Easement and Maintenance Agreement by and between the City of Alabaster, Alabama, and the City of Alabaster Board of Education, dated September 21, 2022, and recorded in Instrument #20220921000364610, in Probate Office.
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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 City Board of Education of the City of Alabaster
 Mailing Address 10111 Hwy 119
Alabaster, AL 35007

Grantee's Name City of Alabaster
 Mailing Address 1953 Municipal Way
Alabaster, AL 35007

Property Address N/A

Date of Sale July 20, 2023

Total Purchase Price \$ 1,000,000.00

or

Actual Value \$ _____

or

Assessor's Market Value \$ _____

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/29/2023 08:09:35 AM
 \$35.00 PAYGE
 20230829000259800

Allen S. Byrd

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 8-22-23

Print Michael Kelly

☒ Unattested

Sign Michael Kelly

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1