

STATUTORY WARRANTY DEED

This instrument was prepared by:
B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124

Send tax notice to:
Randall H. Goggans
2909 County Road 1005
Jemison, AL 35085

STATE OF ALABAMA

COUNTY OF SHELBY

Know All Men by These Presents: That in consideration of **Thirty-Five Thousand and 00/100 Dollars (\$35,000.00)**, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **PELHAM CITY BOARD OF EDUCATION**, (herein referred to as Grantor and a/ka/ Pelham Board of Education), does hereby grant, bargain, sell and convey unto **RANDALL H. GOGGANS** (herein referred to as Grantee), the following described real estate (herein Property) situated in **SHELBY** County, Alabama, to-wit:

Begin at the NW Corner of the SE ¼ of the NW ¼ of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the Point of Beginning; thence S85°12'25"E and along the North line of above said ¼ - ¼, a distance of 650.00'; thence S49°22'31"W, a distance of 912.51' to the West line of above said ¼ - ¼; thence N03°57'27"E and along above said West ¼ - ¼ line a distance of 650.00' to the Point of Beginning, said parcel containing 4.85 acres, more or less.

Grantee accepts title to the Property subject to matters, interests and exceptions (collectively, Title Exceptions) listed below on page 2 of this instrument, which List of Title Exceptions is attached and incorporated herein.


To Have and to Hold to the said Grantee, his heirs and assigns forever, together with every contingent remainder and right of reversion.

As a condition of the conveyance hereunder, Grantee acknowledges that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or his duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantors. Grantee accepts the physical and environmental condition of the Property **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases Grantors from any liability of any nature arising from or in connection with the physical or environmental condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all 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 of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such buyer does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns for any of them, for any costs, loss, damage, or liability such buyer or its heirs, successors, and 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, 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 said Grantor, by **Charles Ledbetter**, its Superintendent, who is authorized to execute this conveyance, has hereunto set its signature and seal this 9th day of November, 2023.

PELHAM CITY BOARD OF EDUCATION

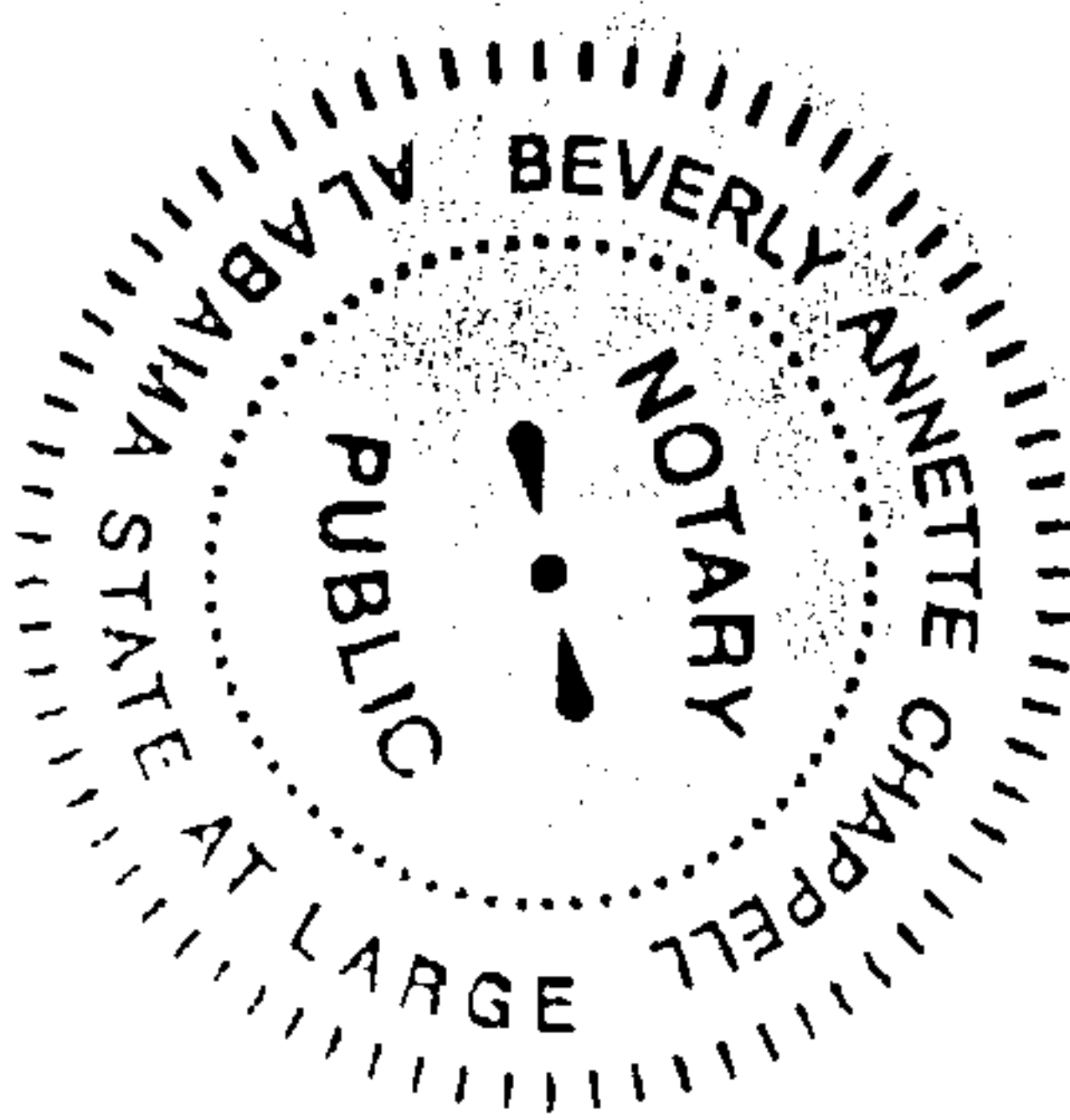

 BY: Charles Ledbetter
 ITS: ~~President~~ Superintendent

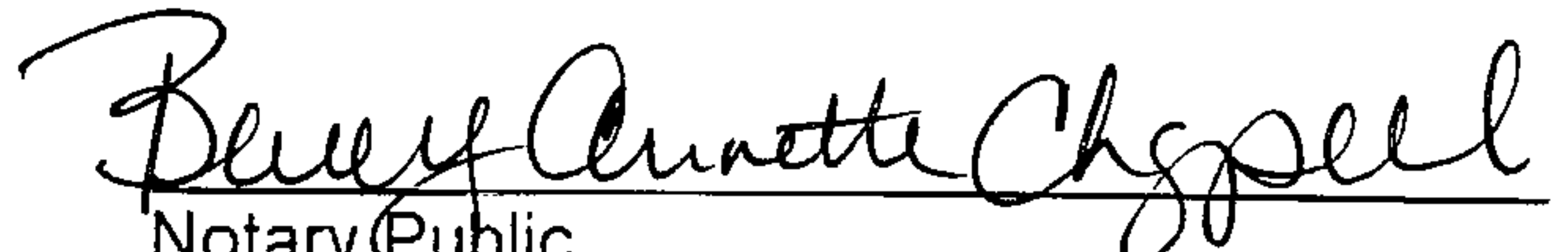
STATE OF ALABAMA

COUNTY OF ~~SHELBY~~ ^{to} **Bibb**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Charles Ledbetter**, whose name as **Superintendent of PELHAM CITY BOARD OF EDUCATION**, 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 this conveyance she as such agent and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 9th day of November, 2023.




 Notary Public

My Commission Expires: My Commission Expires
April 5, 2025

LIST OF TITLE EXCEPTIONS

Grantee accepts the Property subject to the following:

1. No grant or right of ingress or egress to the Property is given by Grantor
2. Title to all minerals within and underlying the Property and all mining rights and other rights, privileges, and immunities related thereto, including any release of damages
3. Right of way granted to Alabama Power Company and recorded at the following locations in the Office of Probate of Shelby County: Volume 127, Page 382; Volume 127, Page 385; Volume 205, Page 94; and Volume 201, Page 529

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name	<u>Pelham City Board</u>	Grantee's Name	<u>RANDALL H. GOGGANS</u>
Mailing Address	<u>of Education</u> <u>3160 Pelham Parkway</u> <u>Pelham, AL 35124</u>	Mailing Address	<u>2909 County Road 1005</u> <u>Jemison, AL 35085</u>
Property Address	<u>4.85 acres</u> <u>Pelham, AL 35124</u>	Date of Sale	<u>November 9, 2023</u>
		Total Purchase Price \$	<u>35,000.00</u>
		Or	
		Actual Value \$	<u></u>
		Or	
		Assessor's Market Value \$	<u></u>

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)

<u>Bill of Sale</u>	<u>Appraisal</u>
<u>x Sales Contract</u>	<u>Other</u>
<u>x Closing Statement</u>	

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 November 9, 2023

Print B. CHRISTOPHER BATTLES

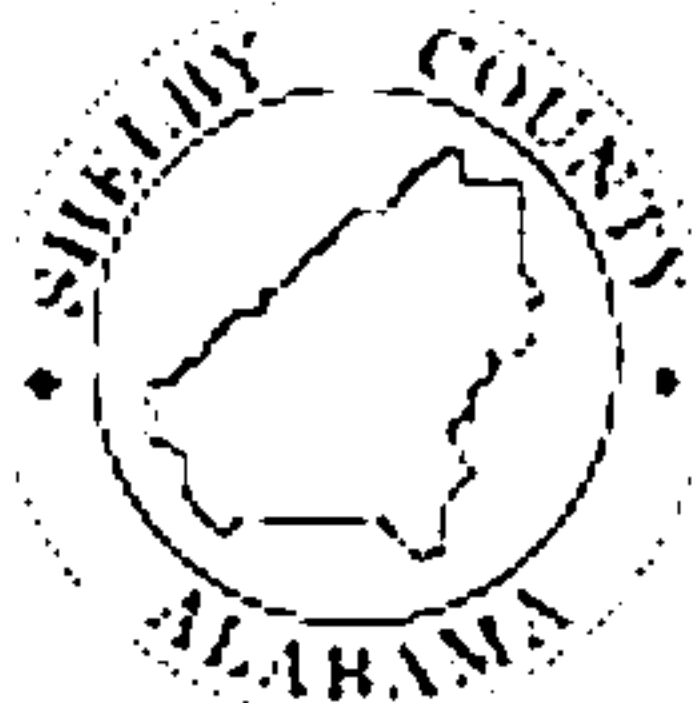
Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/04/2024 11:43:13 AM
\$63.00 BRITTANI
20240104000003330

Allen S. Bayl