



CITY OF LEEDS, ALABAMA

BOARD OF ZONING ADJUSTMENTS AGENDA

City Hall Annex - 1412 9th St., Leeds, AL 35094

November 28, 2023 @ 5:00 PM

CALL TO ORDER:

ROLL CALL:

DETERMINATION OF QUORUM:

APPROVAL OF MINUTES FROM PREVIOUS MEETING(S):

OLD BUSINESS:

OTHER BUSINESS:

1. A23-000021 - A request by Brian Wilbanks (Legacy Memorials), Owner and Occupant to allow for outdoor display of merchandise at 7300 Parkway Dr, Leeds, AL 35094, TPID 2500202001041000, Zoned B-2, General Business District, Jefferson County.
2. A23-000015 - A request by Highstreet, LLC, Owner, to allow an aviary at 1254 Ashville Rd, Leeds, AL 35094, TPID: 2500164001049000, Zoned R-1, Single Family District, Jefferson County
3. A23-000025 - A request by Blake Williams, Applicant, C & B Piping, Owner, to allow for a heavy industrial use and to allow for the building to placed as indicated in the application packet at 8771 Parkway Dr, 35094, TPID 2500221000013000, St. Clair Co. Zoned I-2 - Heavy Industrial District.
4. A23-000024 - A request by Greg Dawkins, Owner and Applicant, to allow for setbacks for dwelling and barn due to prescriptive ROW on property (Hawkins Rd). Also seeking variance to allow 2021 5th Wheel Travel Trailer to be placed on lot prior to and during construction for safety and security of building materials and construction process. 2. to allow the rezoning of a lot less than three (3) acres (lot is two point three (2.3) acres) at 1901 Hawkins Rd, 35094, TPID 2500303000036000, A-1, Agriculture, Jefferson County.
5. Administrative - This request for setback reduction is initiated by Holly Smith to consider the reduction in side setback from 50 ft to 15 ft - Article 6 Section 1.04 at 228 Foster Rd, 35094 - TPID 2700012000019000. Jefferson County, A-1, Agriculture.

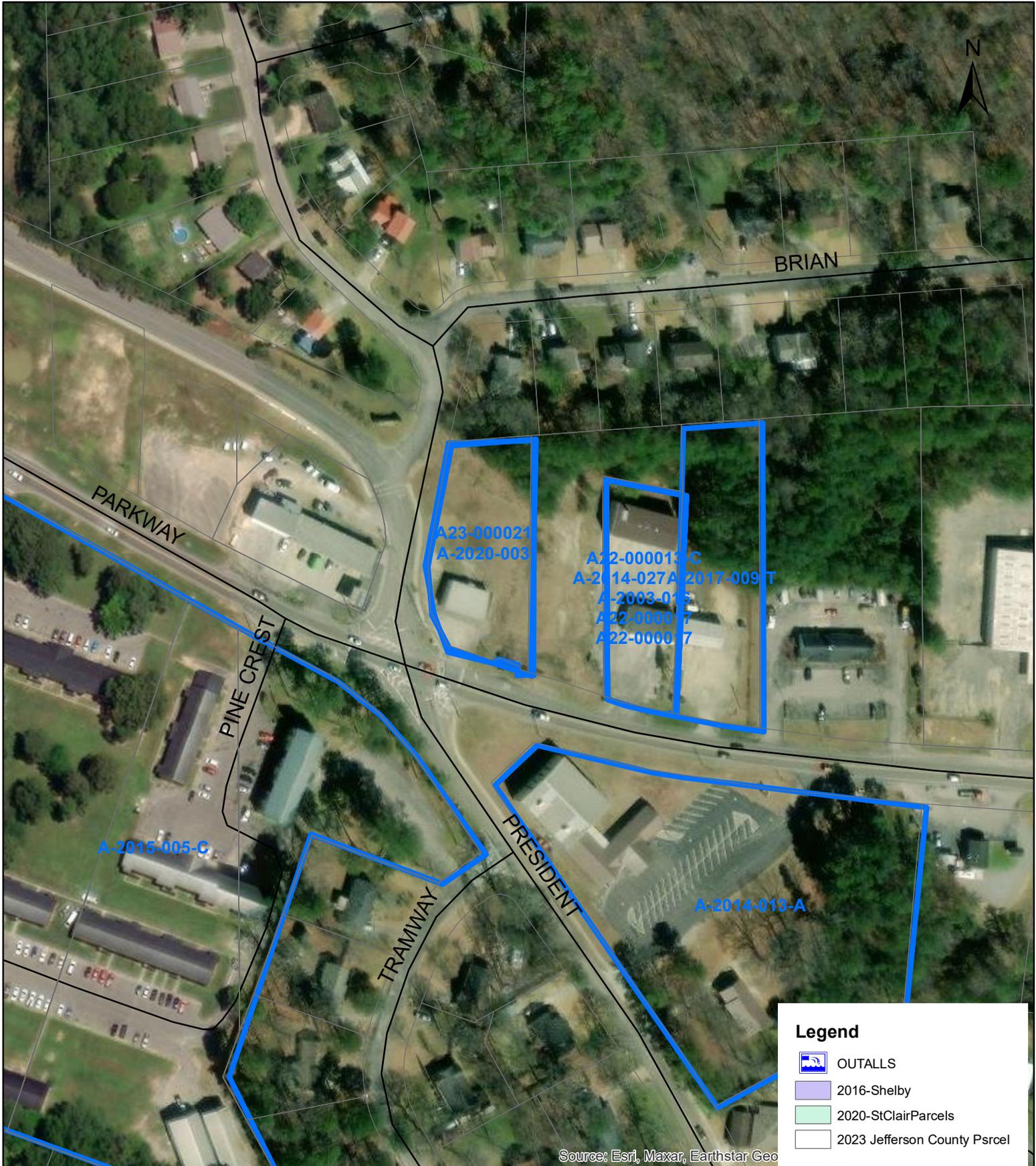
ADJOURNMENT:

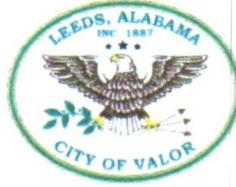
In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

1. A23-000021 - A request by Brian Wilbanks (Legacy Memorials), Owner and Occupant to allow for outdoor display of merchandise at 7300 Parkway Dr, Leeds, AL 35094, TPID 2500202001041000, Zoned B-2, General Business District, Jefferson County.

A23-000021 7300 PARKWAY DR FLOOD





AFFIDAVIT FOR COST OF CONSTRUCTION

In accordance with the provisions of the City of Leeds Building Code the total estimated cost of construction including all related construction costs* of the building located at

7300 PARKWAY DR. SE amounts to \$ 49,900.00
LEEDS, AL 35094

I, RONALD BRIAN WILBANKS, being the person referred to as the owner identified below, do solemnly swear that the statements made herein are strictly true and correct and made in good faith.

*Related construction costs include all work done with or concurrently with the work contemplated by the Building Permit including, but not necessarily limited to, demolition, plumbing, heating, electrical, air conditioning, painting, carpentry, site improvement, etc.

Ronald B. Wilbanks
Signature of Owner/Project Supervisor

STATE OF ALABAMA
COUNTY OF

April s.s. 10 20 23. Then personally appear
the above named Ronald B. Wilbanks and made an oath that the
above statement is true.

Before me,

Phyllis Marquette Willis
Notary Public

PHYLLIS MARQUETTA WILLIS
Notary Public, Alabama State At Large
My Commission Expires 03/08/2025

THIS INSTRUMENT PREPARED BY:
 HILL, GOSSETT, KEMP & WATSON, P.C.
 Post Office Box 310
 Moody, Alabama 35004

Send Tax Notice To:

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
 JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **One Hundred Fifty-Seven Thousand Dollars and No/100 (\$157,500.00)** to the undersigned Grantor or Grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I, **Connie Falkner Box, a single person** (herein referred to as Grantors) do grant, bargain, sell and convey unto **Ronald Brian Wilbanks and Donald Ray Wilbanks** (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Jefferson County, Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO:

1. Less and except any portion of subject property conveyed to the state of Alabama recorded in Instrument 9815/2277 in the Probate Office of Jefferson County, Alabama.
2. Easement to Alabama Power Company recorded in Real 310, Page 690, in the Probate Office of Jefferson County, Alabama.
3. Less and except any portion of subject property lying within a road right of way.

ALL RECORDED IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns for such survivor forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that I am free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors, and administrators shall warrant and defend the same to the GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have set our hand and seals this 3rd day of February, 2023.

Connie Falkner Box

Connie Falkner Box

STATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Connie Falkner Box** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of February, 2023.

Helen J. Chatham

Notary Public

My Commission Expires: 11/4/25



EXHIBIT "A"

Commence at the Southeast corner of Lot 1, Block 1, of Sunshine Gardens Subdivision and recorded in Mapbook 109 page 71, in the Probate Office of Jefferson County, Alabama; thence run West along the South line of Lot 1, Block 1, of said subdivision for 10.87 feet to the point of beginning; thence continue along said South line 100.00 feet to the SW corner of said Lot 1; thence turn an angle to the left of $75^{\circ}47'52''$ a distance of 150.00 feet along the East right of way of Bryan Drive; thence turn angle to the left of $11^{\circ}56'08''$ a distance of feet 69.17 feet; thence turn an angle to the left of $37^{\circ}26'04''$ a distance of 41.42 feet to the North right of way of US Highway #78; thence turn an angle to the left of $45^{\circ}36'23''$ a distance of 55.00 feet to a Right of Way Monument; thence turn an angle to the left of $18^{\circ}28'02''$ a distance of 15.77 feet; thence turn an angle to the right of $18^{\circ}28'15''$ a distance of 21.65 feet; thence turn an angle to the right of $24^{\circ}49'49''$ a distance of 11.88 feet; thence turn an angle to the left of $24^{\circ}50'48''$ a distance of 10.00 feet to a Right of Way Monument; thence turn an angle to the left of $107^{\circ}21'48''$ a distance of 293.17 feet to the point of beginning.

Real Estate Sales Validation Form

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

Grantor's Name Connie Falkner Box
Mailing Address 200 Coupland Lane
Odenville, AL 35120

Grantee's Name Ronald Brian Wilbanks and
Mailing Address Donald Ray Wilbanks
7300 Parkway Drive
Leeds, AL 35094

Property Address 7300 Parkway Drive
Leeds, AL 35094

Date of Sale February 3, 2023
Total Purchase Price \$157,500.00
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
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).

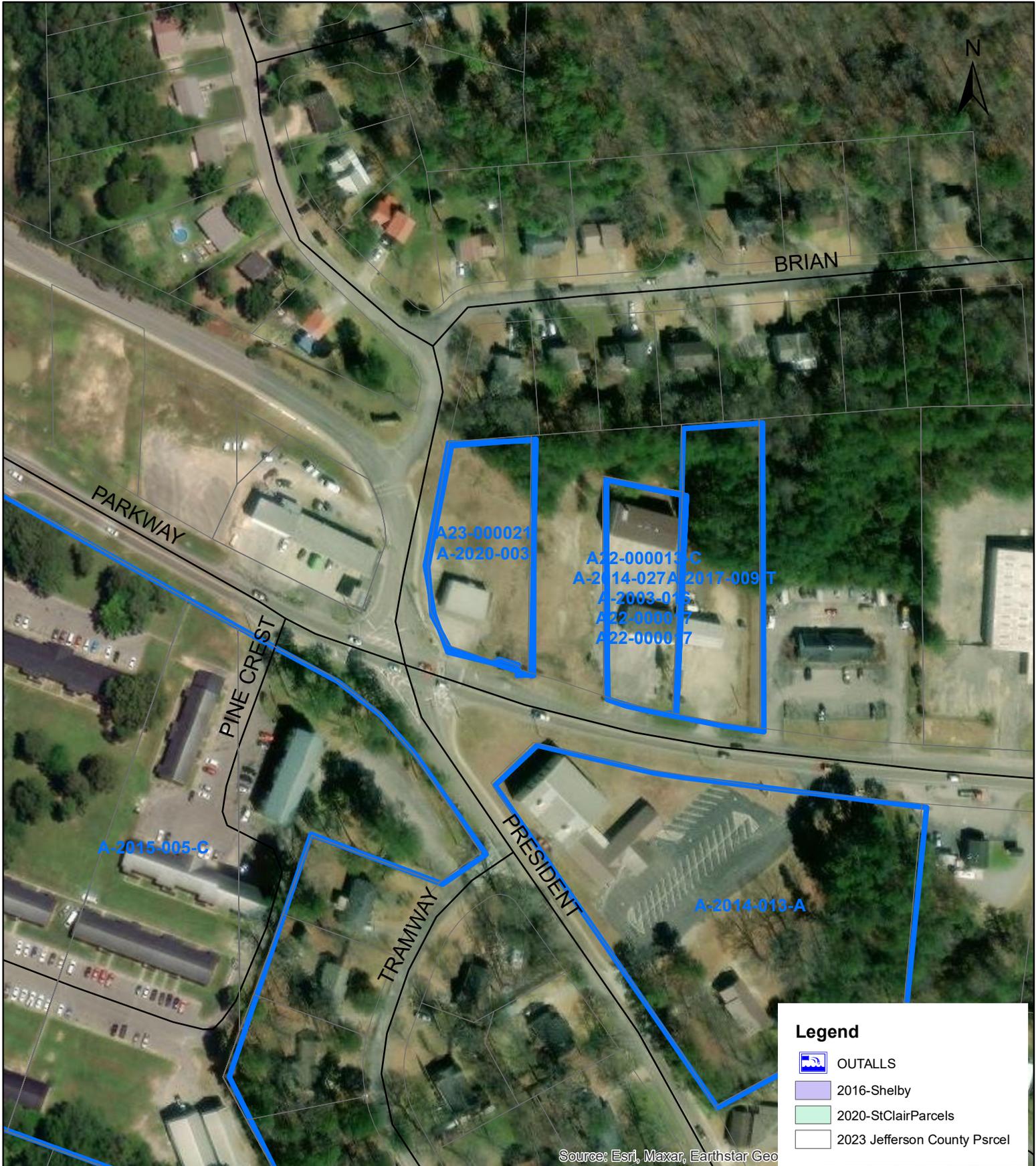
Date

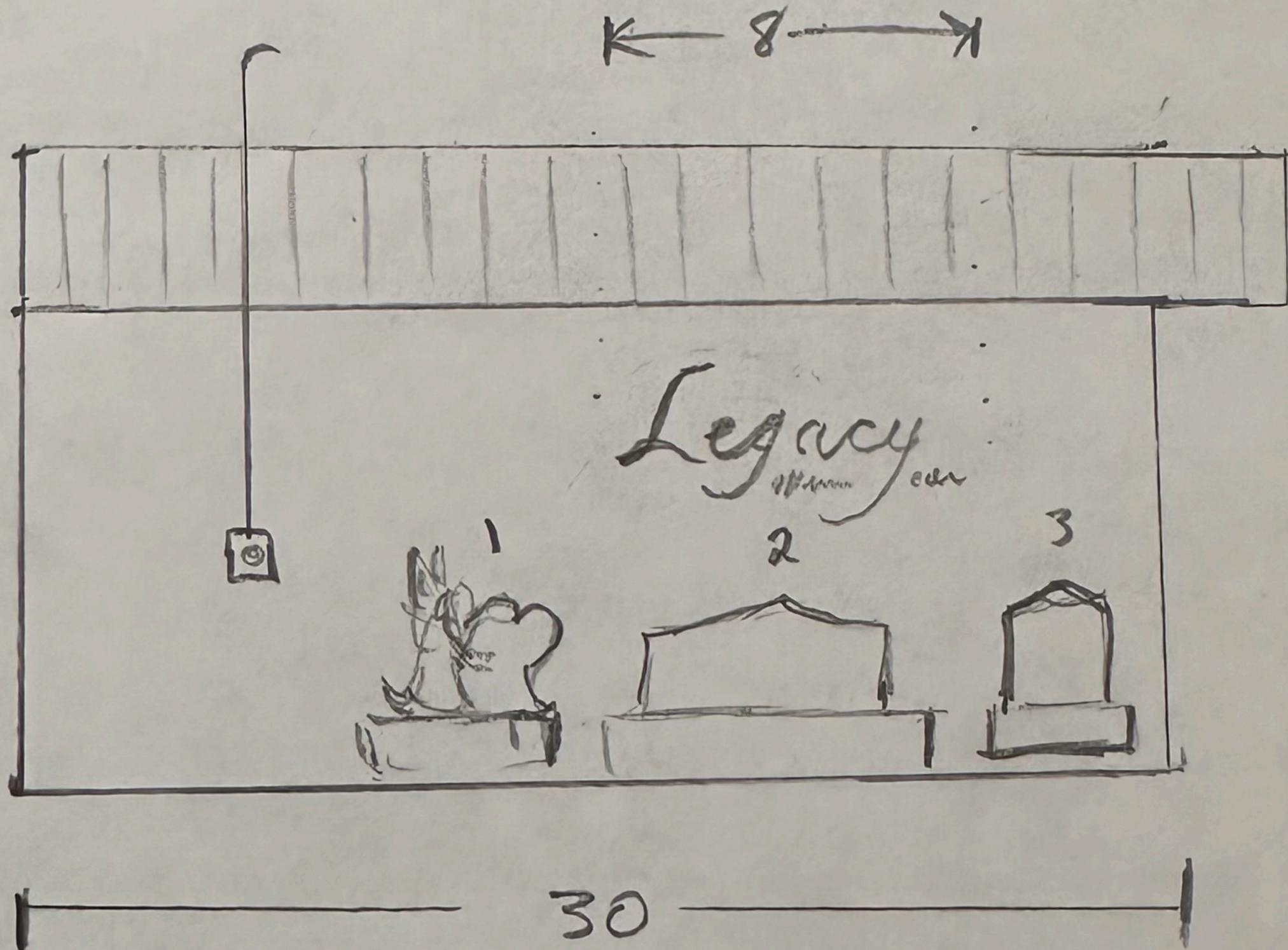
Print Connie Falkner Box

Unattested (verified by)

Sign (Grantor/Grantee/Owner/Agent) circle one

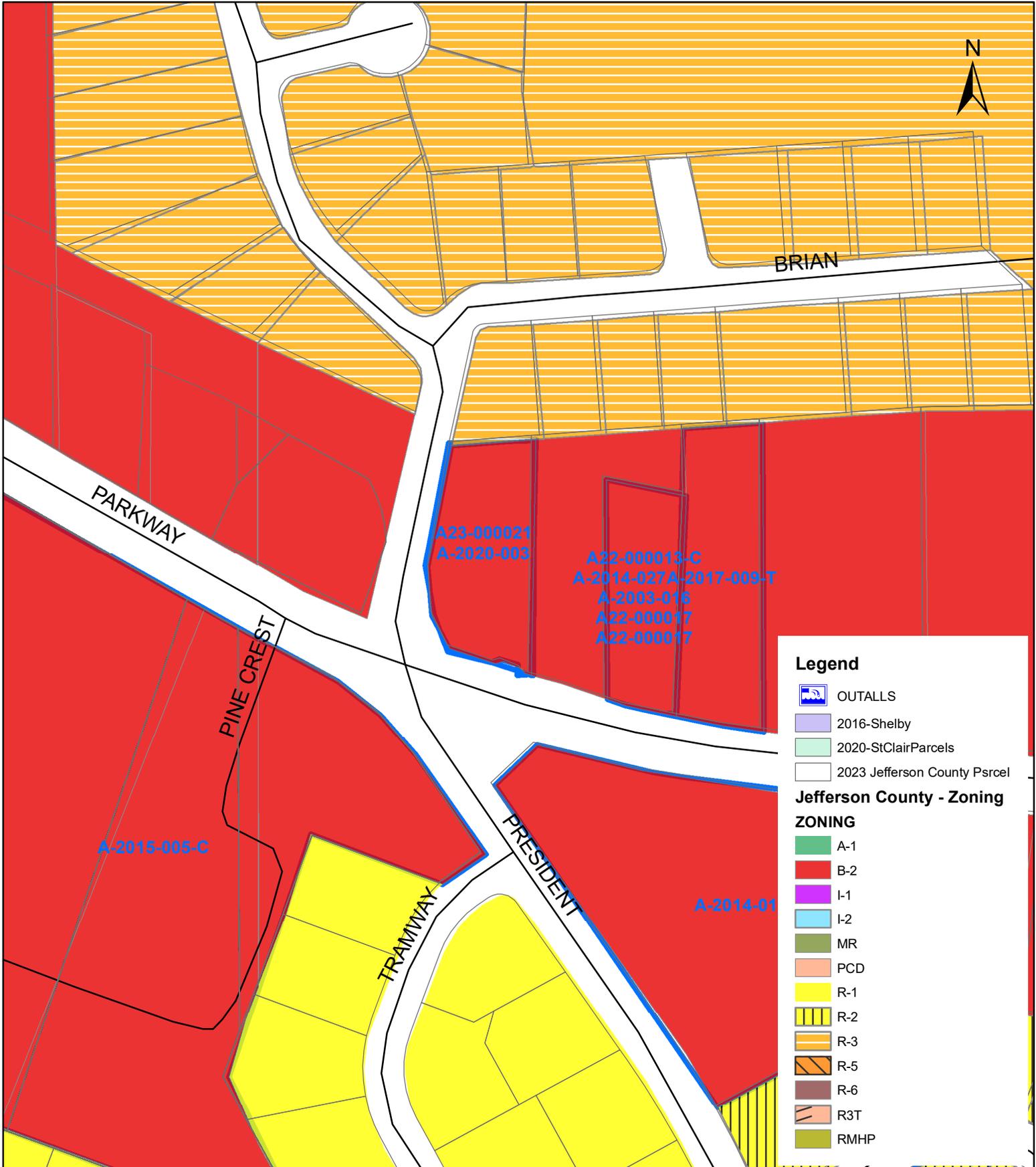
A23-000021 7300 PARKWAY DR AERIAL





1. KNEELING ANGEL
APPROX 2-6 X 2-6
2. FAMILY STONE
APPROX 4-0 X 2-0
3. INDIVIDUAL STONE
APPROX 2-0 X 2-0

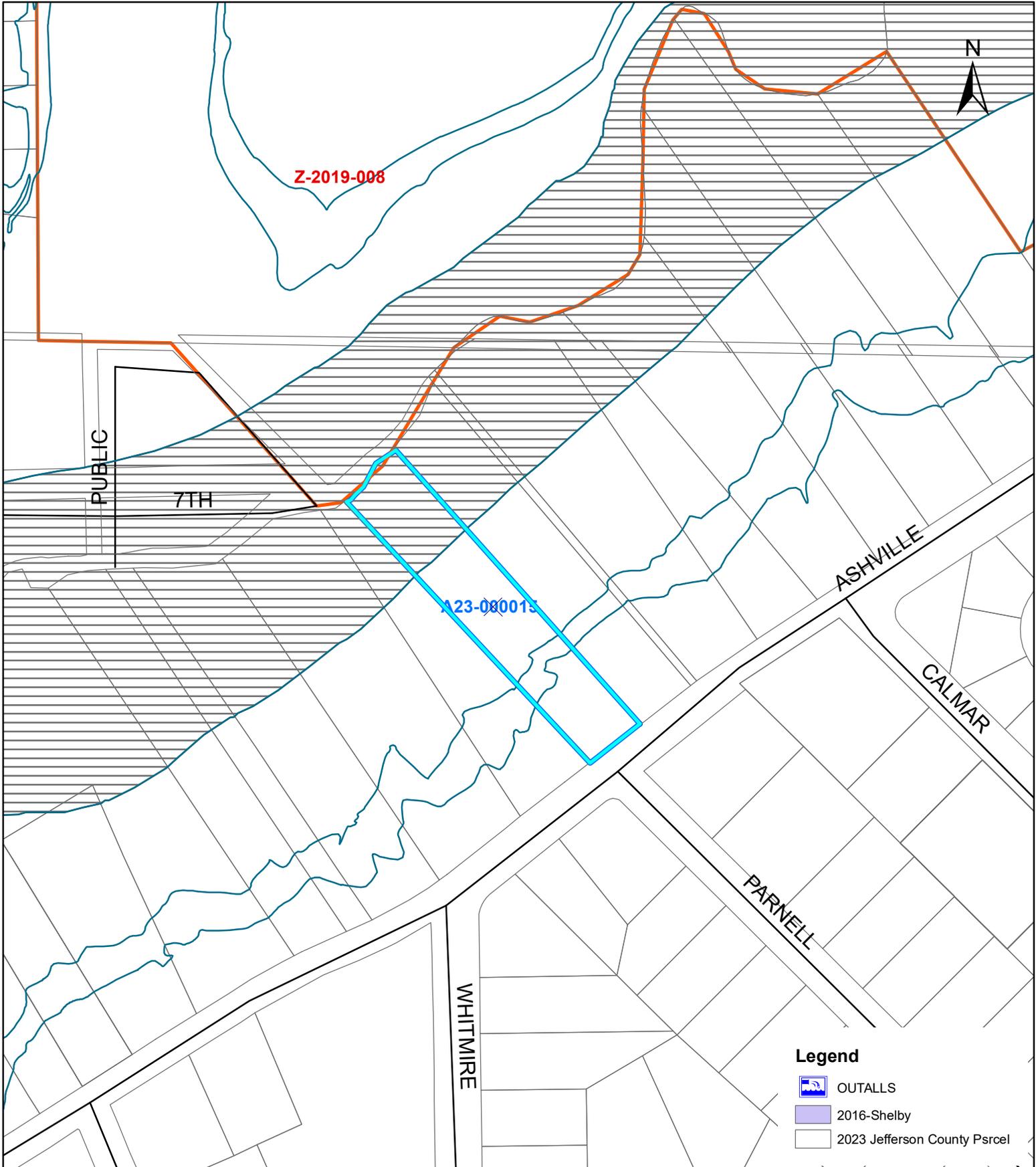
A23-000021 7300 PARKWAY DR ZONING



File Attachments for Item:

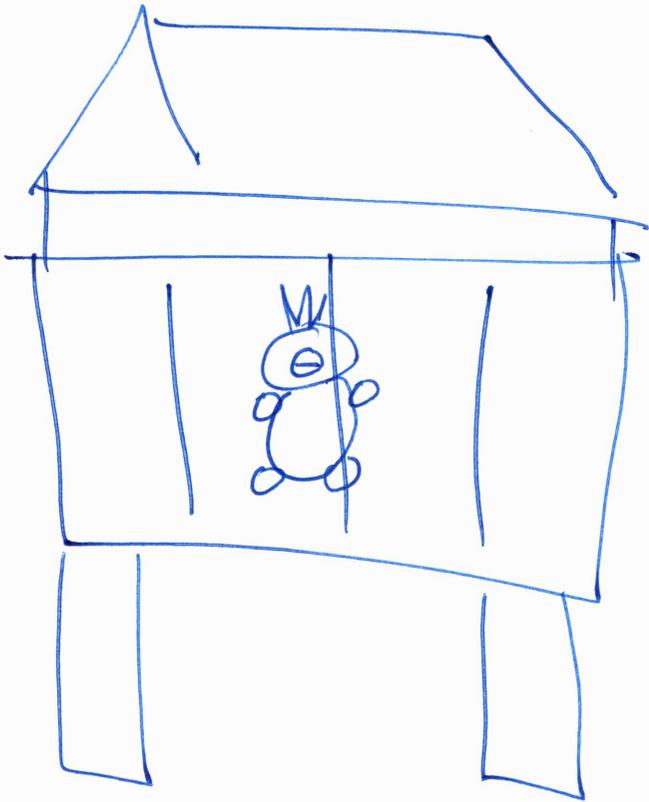
2. A23-000015 - A request by Highstreet, LLC, Owner, to allow an aviary at 1254 Ashville Rd, Leeds, AL 35094, TPID: 2500164001049000, Zoned R-1, Single Family District, Jefferson County

A23-000015 1254 ASHVILLE RD FLOOD



A23-000015 1254 ASHVILLE RD AERIAL

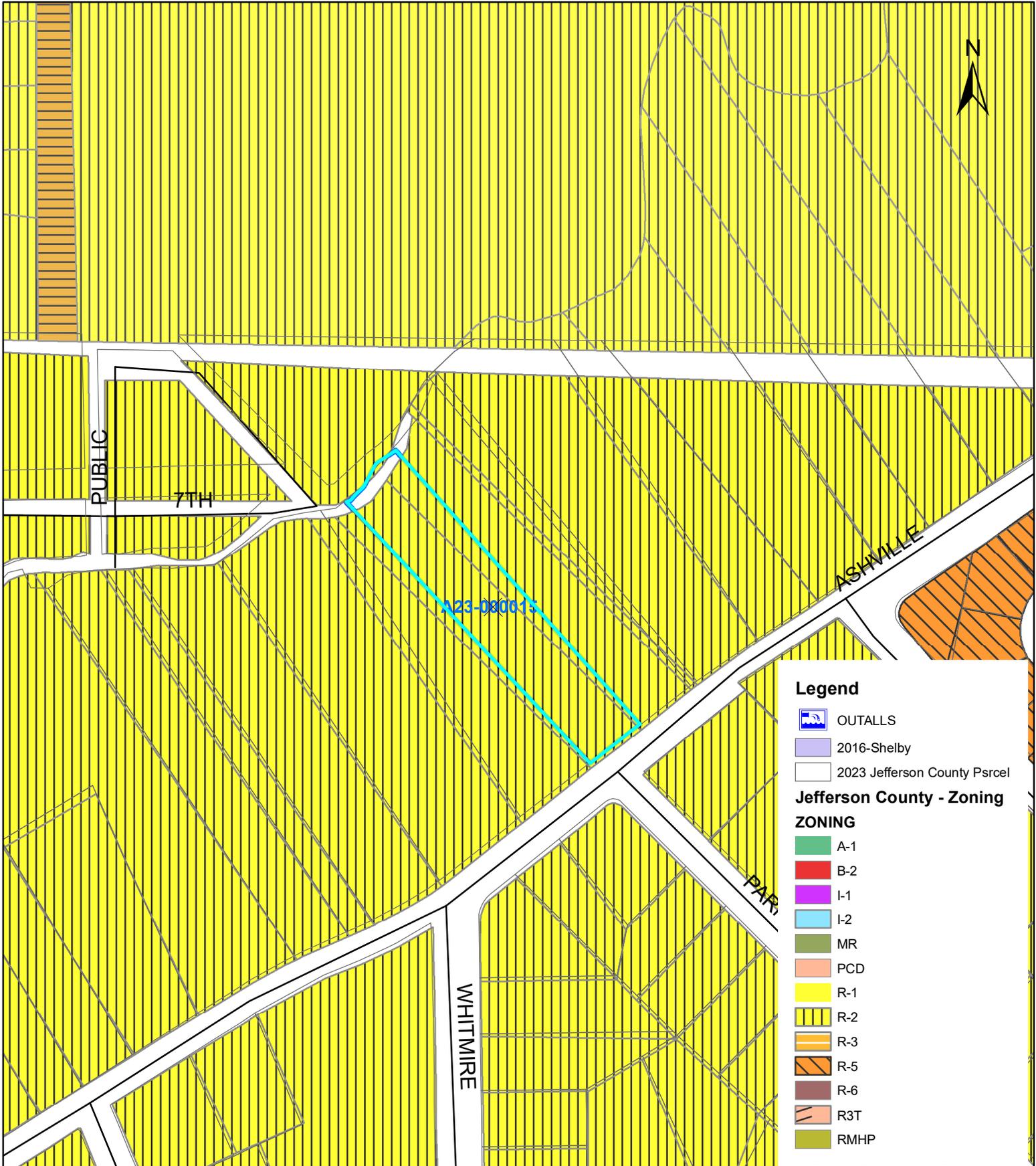








A23-000015 1254 ASHVILLE RD ZONING



THIS INSTRUMENT PREPARED BY:
 BARNES, TUCKER & BARNES, P.C
 8107 PARKWAY DRIVE
 LEEDS, ALABAMA 35094
 205-699-5000

Send Tax Notice To:
 HIGHSTREET, LLC
 8107 PARKWAY DRIVE
 LEEDS, AL 35094

WARRANTY DEED

State Of Alabama
 Jefferson County

* NINE HUNDRED SEVENTY FIVE THOUSAND
 AND NO/100 (\$975,000.00)
 KNOW ALL MEN BY THESE PRESENTS, That in consideration of Dollars (0) to the undersigned Grantor, R. LEE BARNES, A MARRIED MAN, LAURA L. BARNES, AN UNMARRIED WOMAN, (hereinafter referred to as Grantor), in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto HIGHSTREET, LLC, (herein referred to as Grantees), the following described real estate, situated in Jefferson County, Alabama, to-wit:

SEE ATTACHED EXHIBIT 'A' MADE A PART HERETO BY REFERENCE

Subject to:

1. Rights of claims of parties in possession not shown by the public record.
2. Easements, or claims of easements, not shown by public record.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspections of the premises.
4. Any lien, or right to a lien, for services, labor or material hereto or hereafter furnished imposed by law and not shown by public record.
5. Easements of record.
6. Oil, gas, and minerals and all other subsurface interest in, to or under the land herein described.
- 7.

\$975,000.00 of the purchase price received above was paid from a purchase money mortgage loan closed simultaneously herewith.

SAID PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR NOR THAT OF R. LEE BARNES SPOUSE

LEE BARNES AND R. LEE BARNES ARE ONE IN THE SAME PERSON

TO HAVE AND TO HOLD to the said GRANTEE heirs and assigns forever.

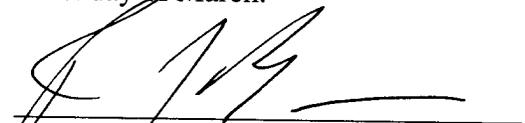
And said Grantor, for said Grantor, his/her heirs, executors and administrators, covenant with said Grantees, their heirs and assigns, that Grantor is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor will, and their heirs,

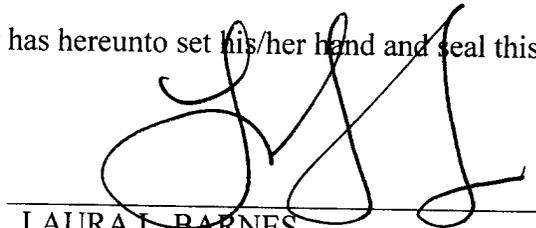

 20080415000496980 1/4
 Bk: LR200805 Pg:1330
 Jefferson County, Alabama
 I certify this instrument filed on
 04/15/2008 01:31:03 PM D
 Judge of Probate- Alan L. King

Page 2 of Warranty Deed from REFINANCE to HIGHSTREET, LLC dated March 31, 2008.

executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal this the 31st day of March.


R. LEE BARNES


LAURA L. BARNES

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that R. LEE BARNES AND LAURA L. BARNES , whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of March, 2008.


NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"

PARCEL I: 8101 PARKWAY DRIVE

The West 1/2 of Lot No. 16, in Block 24-A, according to the Tutwiler Montgomery Survey of the Town of Leeds, Alabama, more particularly described as follows:

Starting at the intersection of the South side of First Avenue South with the East side of 26th Street, thence East along First Avenue 25 feet; thence South and parallel with East side of 26th Street, 137 1/2 feet to the alley, thence West along alley 25 feet to East side of 26th Street; thence North along East side of 26th Street to point of beginning; situated in Jefferson County, Alabama, Birmingham Division. Said West 1/2 of Lot 16, Block 24-A, being also according to Map recorded in Map Book 10, page 21.

PARCEL II: 7444 PARKWAY DRIVE

A parcel of land located in the NW 1/4 of NE 1/4 of Section 20, Township 17 South, Range 1 East, Jefferson County, Alabama, Birmingham Division, being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 20, Township 17 South, Range 1 East; from said corner run West along the North boundary line of the NW 1/4 of the NE 1/4 493 feet; thence run South 34° East 552 feet; thence run South 61°55' West 1218 feet for a point of beginning; from said point of beginning run South 61°55' West 100 feet; thence run South 34° East 465.5 feet to the North right of way line of U.S. Highway 78; thence run North 67°26' East along the North right of way line 101.5 feet; thence run North 34° West 475.3 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL III: 1910 LINDEN STREET

A parcel of land situated in the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 16, Township 17 South, Range 1 East, Jefferson County, Alabama, Birmingham Division and more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 16, Township 17 South, Range 1 East, Jefferson County, Alabama; thence North 00°29'03" West along the East line of said 1/4 - 1/4 - 1/4 a distance of 11.05 feet; thence North 89°44'03" East a distance of 22.33 feet; thence North 89°44'03" East a distance of 319.47 feet; thence North 00°50'20" West a distance of 158.27 feet to an open pipe; thence North 86°31'50" East a distance of 129.38 feet to an open pipe and the point of beginning; thence North 00°26'25" West a distance of 129.92 feet; thence South 88°41'31" East a distance of 186.38 feet to a point on the right of way for Linden Street; thence South 00°09'34" West along said right of way a distance of 181.13 feet to an open pipe; thence North 89°36'49" West a distance of 184.42 feet to an open pipe; thence North 00°26'25" West a distance of 54.23 feet to the point of beginning.

Less and except any portion of subject property lying within a road right of way.

PARCEL IV: 1771 & 1775 PARNELL DRIVE

Lot 17, Block CC, according to the Survey of Leeds, as recorded in Map Book 10, page 21, in the Probate Office of Jefferson County, Alabama.

PARCEL V: 1254 ASHVILLE ROAD

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 17 South, Range 1 East; thence run North 47°15' West for 1178 feet to the Northwest line of Ashville Road; thence continue along the last described course run North 47°15' West for 500 feet to the Southeast line of Little Cahaba River for the point of beginning of the property herein described; thence turn 180° right and reversing said course South 47°15' East for 500 feet to the Northwest line of said road; thence run North 50° East along said road for 85 feet; thence run North 44°46' West for 483 feet to the Southeast line of Little Cahaba River; thence run Southwest along said river for 90 feet to the point of beginning, situated in Jefferson County, Alabama, Birmingham Division.

Less and except any portion of subject property lying within a road right of way.

PARCEL VI: 1525 9th STREET

Lots 33, 34 and 35, Block 20A, according to the Survey of Leeds, as recorded in Map Book 10, page 21, in the Probate Office of Jefferson County, Alabama.

PARCEL VII: 2507 FORREST DRIVE

Lot 13, Block 5, according to the Survey of Sunrise Valley Estates Second Sector, as recorded in Map Book C, page 12, in the Probate Office of St Clair County, Alabama, Pell City Division.

Parcel VIII: 8110 PARKWAY DRIVE

Lot 3, and the West 25 feet of the East 50 feet of Lot 5, being the 25 feet of Lot 5 lying immediately in the rear of Lot 3, in Block 21-A, according to the survey of Leeds, as recorded in Map Book 10, page 21, in the Probate Office of Jefferson County, Alabama.

20080415000496980 4/4
 Bk: LR200805 Pg:1330
 Jefferson County, Alabama
 04/15/2008 01:31:03 PM D
 Fee - \$13.00

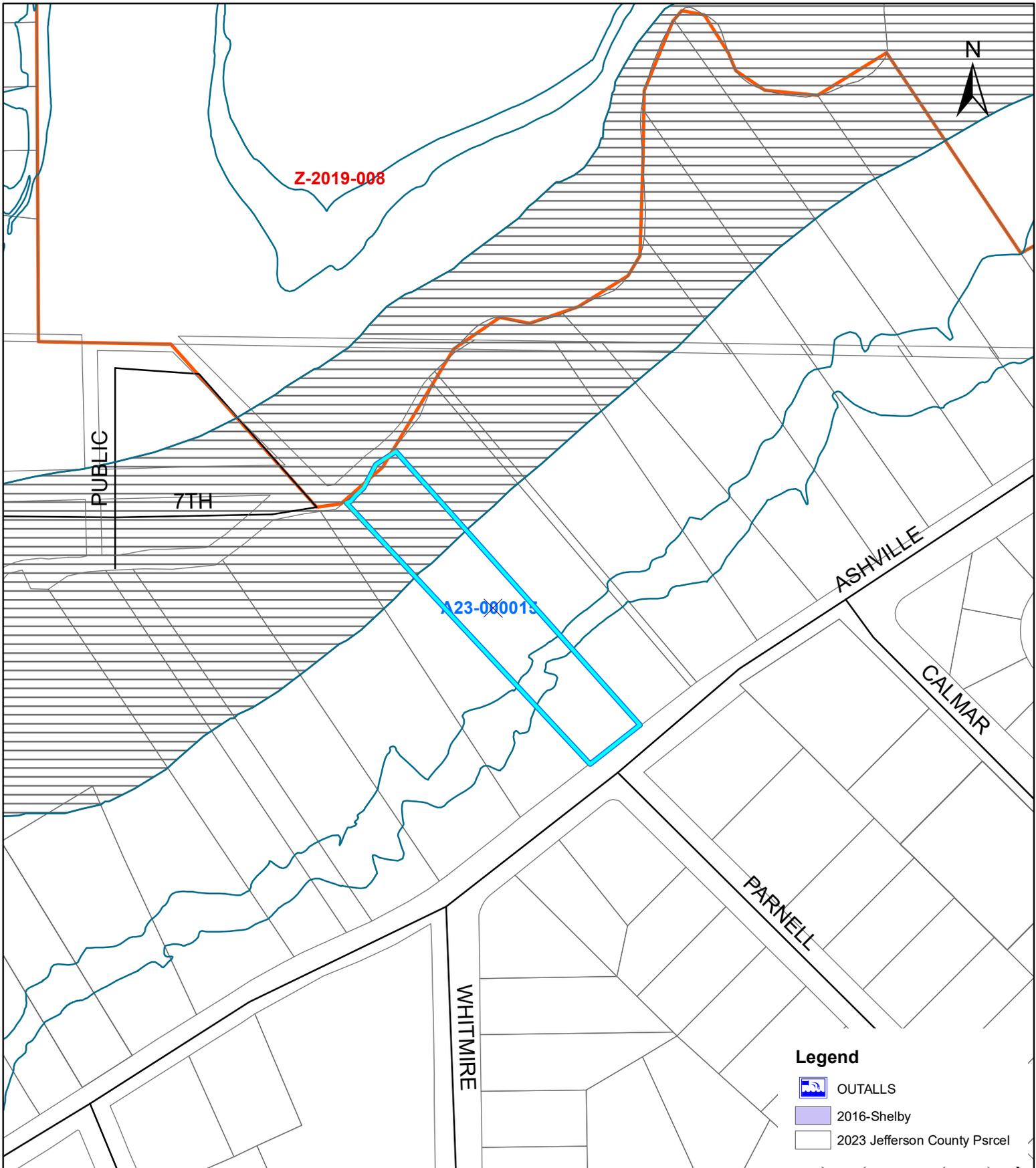
Total of Fees and Taxes-\$13.00
 LYNN

STATE OF ALABAMA - JEFFERSON COUNTY
 I hereby certify that no mortgage tax or deed tax
 has been collected on this instrument.

William L. King
 Judge of Probate

NO TAX COLLECTED

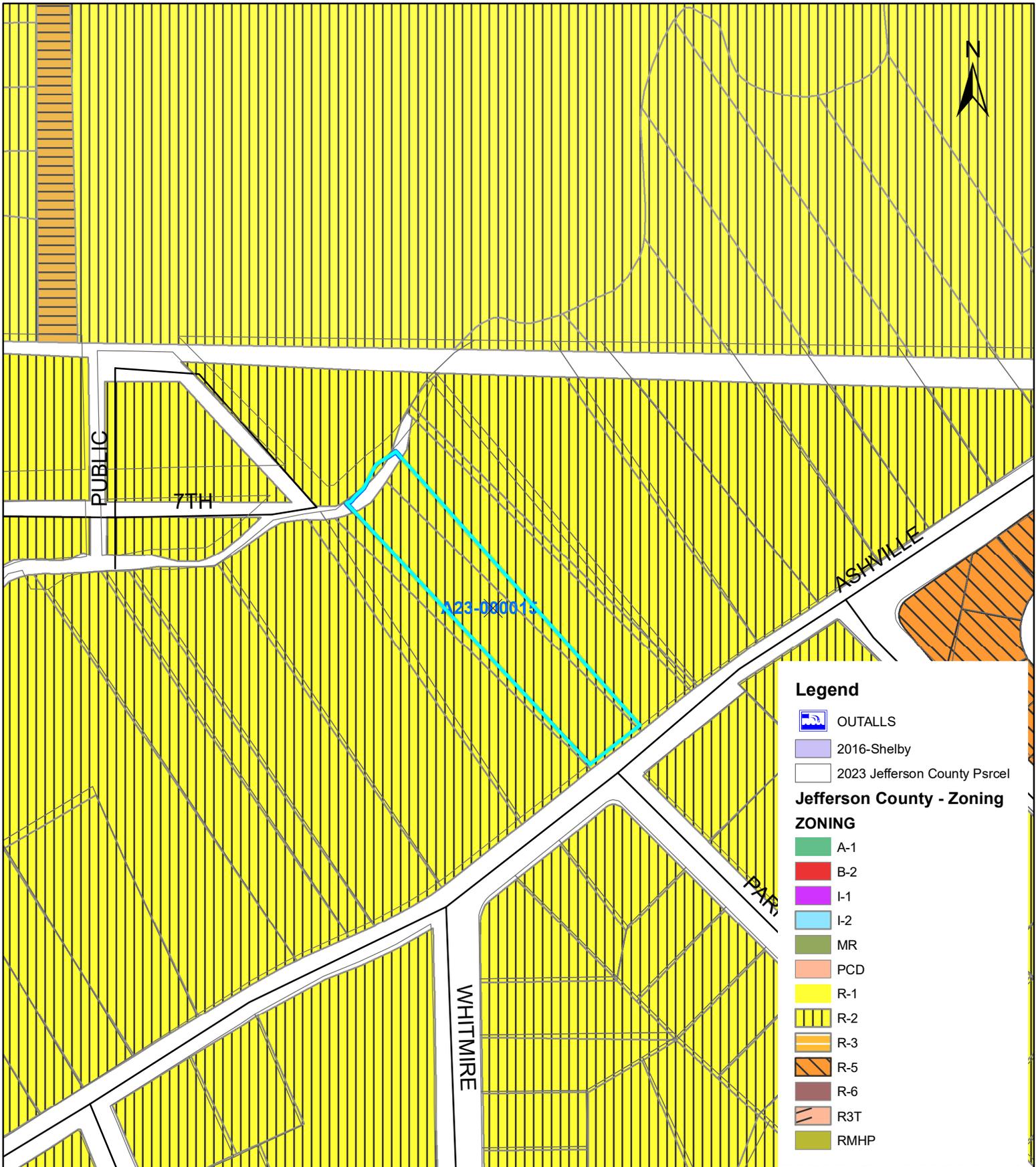
A23-000015 1254 ASHVILLE RD FLOOD



A23-000015 1254 ASHVILLE RD AERIAL



A23-000015 1254 ASHVILLE RD ZONING



File Attachments for Item:

3. A23-000025 - A request by Blake Williams, Applicant, C & B Piping, Owner, to allow for a heavy industrial use and to allow for the building to be placed as indicated in the application packet at 8771 Parkway Dr, 35094, TPID 2500221000013000, St. Clair Co. Zoned I-2 - Heavy Industrial District.

Alabama Title Co., Inc.

2233 Second Avenue North, Birmingham, Alabama 35203
 Telephone (205) 322-1821 Facsimile (205) 324-7949

REAL ESTATE SETTLEMENT STATEMENT

Seller: Gordon Morrow, Jr.
Purchaser: CE Real Estate, LLC
Lender:
Escrow/Closing Agent: Alabama Title Co., Inc.
Property: See EXHIBIT A attached hereto
Closing Date: June 9, 2023
Purchase Price: \$650,000.00
Loan Amount:
Escrow File No.: 2056
Title File No.: 2023-1371M

DESCRIPTION	PURCHASER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	\$650,000.00			\$650,000.00
Adjustments				
Earnest Money Deposit		\$25,000.00	\$0.00	
2023 Property Tax Proration (Parcel Id# 25-00-22-1-000-012.000)		\$105.93	\$105.93	
2023 Property Tax Proration (Parcel Id# 25-00-22-1-000-013.000)		\$833.02	\$833.02	
Expenses				
Title Premium-Owner's Policy (Alabama Title Co., Inc.)	\$0.00		\$1,500.00	
Title Premium-Lender's Policy (Alabama Title Co., Inc.)				
Endorsements-Owner's Policy (Alabama Title Co., Inc.)				
Endorsements-Lender's Policy (Alabama Title Co., Inc.)				
Search and Exam Fee (Alabama Title Co., Inc.)	\$0.00		\$300.00	
CPL (Alabama Title Co., Inc.)				
Wire Transfer Fees (Alabama Title Co., Inc.)	\$25.00		\$25.00	
Travel Fees (Alabama Title Co., Inc.)				
Courier Fees (Alabama Title Co., Inc.)				
Escrow/Closing Fee (Alabama Title Co., Inc.)	\$425.00		\$425.00	
1031 Exchange Fee (Alabama Title Co., Inc.)				
Mortgage Loan Payoff ()				
Per Diem Interest (\$ x days)				
Seller's Broker Commission (J. H. Berry & Gilbert, Inc.)	\$0.00		\$19,500.00	
Seller's Broker Commission (TESSA Commercial Real Estate LLC)	\$0.00		\$19,500.00	
Purchaser's Broker Commission				
Water/Sewer Assessment Letter Fee (Jefferson County Sewer Billing)	\$0.00		\$160.00	
Water/Sewer Assessment Charges (Jefferson County Sewer Billing)				
Municipal Assessment Letter Fee (City of Leeds)	\$0.00		\$72.02	
Municipal Assessment Charges (City of Leeds)				
Fire District Assessment Letter				
Fire District Charges				
Seller's Attorney Fees	\$0.00		POC	
Purchaser's Attorney Fees	POC			\$0.00
Seller's Survey				
Purchaser's Survey				
Purchaser's Environmental Report (Bullock Environmental, LLC)	\$2,600.00		\$0.00	
2023 Property Taxes (Jefferson County Tax Collector)	POC			\$0.00
Lender Fees				
Recording Charges				
Simplifile Fees	\$5.00		\$5.00	
Deed Tax	\$650.00		\$0.00	
Deed Recording Fee	\$25.00		\$0.00	
Mortgage Tax				
Mortgage Recording Fee				
Assignment of Leases and Rents Recording Fee				
UCC-1 (County)				
UCC-1 (State-filed separately)				

Alabama Title Co., Inc.

2233 Second Avenue North, Birmingham, Alabama 35203
 Telephone (205) 322-1821 Facsimile (205) 324-7949

Release of Mortgage Recording Fee (POC by _____)				
Scrivener Affidavit Recording Fee	\$0.00		\$31.00	
Sub Totals	\$653,730.00	\$25,938.95	\$42,456.97	\$650,000.00
Gross Amount Due from Purchaser		\$627,791.05		
Seller Proceeds				\$607,543.03

Notes: Purchaser shall pay all property taxes due 10/1/2023 and any fire dues, municipal, water, and sewer assessments due for 2023.

RECEIPTS

Gross Amount due from Purchaser	\$627,791.05
Loan Proceeds from Lender	
Proceeds from Qualified Intermediary	
Net Amount due from Purchaser	\$627,791.05
Earnest Money Deposit Held by Escrow/Closing Agent	\$25,000.00
TOTAL RECEIPTS	\$652,791.05

DISBURSEMENTS

Alabama Title Co., Inc.		\$2,772.02	check
Title Premium (Owner's Policy)	\$1,500.00		
Title Premium (Lender's Policy)			
Endorsements (Owner's Policy)			
Endorsements (Lender's Policy)			
Search and Exam Fee	\$300.00		
Escrow/Closing Fee	\$850.00		
1031 Exchange Fee			
Wire Transfer Fees	\$50.00		
Courier Fees			
Municipal Assessment Letter Fee	\$72.02		
UCC-1 Filing Fee (State)			
Recording Fees-Jefferson County Probate Office		\$716.00	check
Simplifile Fees	\$10.00		
Deed Tax	\$650.00		
Deed Recording Fee	\$25.00		
Mortgage Tax			
Mortgage Recording Fee			
ARL Recording Fee			
UCC-1 (County) Recording Fee			
Release of Mortgage Rec. Fee			
Scrivener Affidavit Rec. Fee	\$31.00		
JH Berry & Gilbert, Inc.		\$19,500.00	check
Broker Commission	\$19,500.00		
Tessa Commercial Real Estate, LLC		\$19,500.00	check
Broker Commission	\$19,500.00		
Jefferson County Sewer Billing		\$160.00	
Assessment Letters	\$160.00		
Bullock Environmental, LLC		\$2,600.00	check
ESA	\$2,600.00		
Seller Proceeds		\$607,543.03	wire
TOTAL DISBURSEMENTS		\$652,791.05	

Property Tax Proration

Parcel Id # 25-00-22-1-000-012.000

Closing Date: June 9, 2023
 Gross Market Value:
 Assessed Value:

	Tax Rate	Tax Amount
State		\$ 21.71
County		45.09
School		27.39
Dist. School		-
City		30.73
Forest		-
SPC School1		17.03
SPC School2		56.11
Total Fee & Interest		<u><u>\$ 198.06</u></u>

			Total Tax	Per Diem
State / County / School taxes are paid in arrears.	10/1/2022	9/30/2023	\$167.33	\$0.458
Municipal Tax is paid in advance.	10/1/2022	9/30/2023	\$30.73	\$0.084

State / County / School Taxes			Days	
Period of Seller's Title	10/1/2022	6/9/2023	252	<u>\$ 115.42</u>
Total Due Buyer at Closing				<u><u>\$ 115.42</u></u>

City Tax				
Period of Buyer's Title	6/10/2023	9/30/2023	113	<u>\$ 9.49</u>
Total Due Seller at Closing				<u><u>\$ 9.49</u></u>

Net Tax Due Seller at Closing	\$ (105.93)
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Property Tax Proration

Parcel Id # 25-00-22-1-000-013.000

Closing Date: June 9, 2023
 Gross Market Value:
 Assessed Value:

	Tax Rate	Tax Amount
State		\$ 168.22
County		349.38
School		212.22
Dist. School		-
City		238.10
Forest		-
SPC School1		131.99
SPC School2		434.78
Total Fee & Interest		16.82
		\$ 1,551.51

	10/1/2022	9/30/2023	Total Tax	Per Diem
State / County / School taxes are paid in arrears.	10/1/2022	9/30/2023	\$1,313.41	\$3.598
Municipal Tax is paid in advance.	10/1/2022	9/30/2023	\$238.10	\$0.652

State / County / School Taxes	10/1/2022	6/9/2023	Days	
Period of Seller's Title	10/1/2022	6/9/2023	252	\$ 906.70
Total Due Buyer at Closing				\$ 906.70

City Tax	6/10/2023	9/30/2023	Days	
Period of Buyer's Title	6/10/2023	9/30/2023	113	\$ 73.68
Total Due Seller at Closing				\$ 73.68

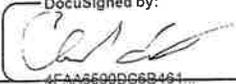
Net Tax Due Seller at Closing	\$ (833.02)
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REAL ESTATE SETTLEMENT STATEMENT DISCLAIMER

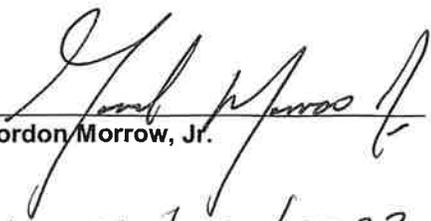
- A. This Real Estate Settlement Statement was prepared by Alabama Title Co., Inc., who is acting solely as the Escrow/Closing Agent in this transaction, and the Seller(s), Purchaser(s), and Broker(s) acknowledge(s) that no advice or certifications have been made to them by Alabama Title Co., Inc. with regard to this transaction.
- B. The foregoing Real Estate Settlement Statement has been examined by the Seller(s), the Purchaser(s), and the Broker(s). The Seller(s), the Purchaser(s), and the Broker(s) acknowledge(s) that the foregoing is a true accounting of the transaction described herein and has been found to be accurate and correct. The Seller(s) and Purchaser(s), by execution hereof, agree to the disbursements shown herein and authorize Alabama Title Co., Inc. to fully disburse the funds as shown hereon.
- C. This Real Estate Settlement Statement shall survive the closing of the purchase and sale of the Property and shall not merge into or with the Deed or other purchase and sale documents.
- D. The parties agree that this Real Estate Settlement Statement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same document. The parties further agree that that this Real Estate Settlement Statement may be executed by any party by telecopy or facsimile and shall be binding upon the party so executing it.
- E. The parties agree to adjust any proration(s) or adjustments herein as required by that certain purchase and sale agreement between the Seller(s) and the Purchaser(s).
- F. By its execution below, the Broker(s), if any, acknowledge(s) receipt of its full commission earned and any other fees and expenses owed in connection with the purchase and sale transaction contemplated hereby, and hereby waive(s) and release(s) any lien or claim of lien it may have in connection with such transaction.
- G. The parties acknowledge that Alabama Title Co., Inc. has obtained and relied on information from a variety of sources to determine bill amounts, taxes due, tax prorations, payoffs, and other items on the Settlement Statement. Should any of the amounts on this Real Estate Settlement Statement be incorrect or insufficient to cover the amount actually due or the amount that should be actually prorated, then the party against whom such amount is charged on this Real Estate Settlement Statement hereby agrees to pay any difference upon demand, or in the case of any amount prorated between the parties, each shall pay its pro-rata share. In the event any stated sums are in excess of amounts actually due, such excess shall be refunded.
- H. The undersigned parties hereby authorize Alabama Title Co., Inc. to act as agent on their behalf for purposes of disbursing proceeds in the categories and amounts as set forth herein and in accordance with those instructions provided by the parties and further agree to defend, indemnify, and hold harmless Alabama Title Co., Inc. from and against any action, claim, expense, charge, or costs arising in connection with or as a result of any action taken by Alabama Title Co., Inc. in good faith on their behalf for the delivery of such proceeds pursuant to terms of this Real Estate Settlement Statement and said instructions.

PURCHASER:

CE Real Estate, LLC

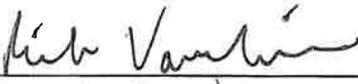
DocuSigned by:
By: 
Its: _____
Date: 6/12/2023

SELLER:


Gordon Morrow, Jr.
Date: 06/08/2023

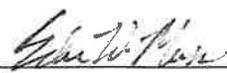
BROKER:

TESSA Commercial Real Estate LLC

By: 
Its: Authorized Broker
Date: 6/12/2023

BROKER:

J. H. Berry & Gilbert, Inc.

By: 
Its: EVP/Shareholder
Date: 06/08/2023

ESCROW/CLOSING AGENT:

Alabama Title Co., Inc.

By: 
Its: Attorney - Commercial
Date: 6-12-2023

EXHIBIT A

A tract of land lying in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, all in Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, said point being a 2" pipe; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 131.02 feet to a 3" capped pipe found and to the Point of Beginning; thence continue along the last described course for a measured distance of 131.69 feet to the center of an existing creek; thence $125^{\circ}34'39''$ left run Southwesterly along existing creek for a measured distance of 67.61 feet; thence $122^{\circ}43'50''$ right run Northerly for a measured distance of 11.64 feet to a 5/8" rebar found with a plastic cap (Gilbert); thence continue Northerly along the same line for a measured distance of 502.20 feet to a 5/8" rebar found with a plastic cap (Gilbert) on the Southeasterly right-of-way line of U.S. Highway 78 (80-foot-wide right-of-way); thence $59^{\circ}43'45''$ right run Northeasterly along said Southeasterly right-of-way line for a measured distance of 93.49 feet to a 5/8" rebar found with a plastic cap (Gilbert); thence $0^{\circ}44'36''$ right continue Northeasterly along said Southeasterly right-of-way line for a measured distance of 560.80 feet to a 1" open pipe found; thence $85^{\circ}10'23''$ right run Southeasterly for a measured distance of 510.91 feet to a 1/2" rebar found; thence $92^{\circ}01'32''$ right run Southwesterly for a measured distance of 954.65 feet to the Point of Beginning.

34 AFF Judge of Probate Jefferson County, AL Rec: \$28.00
k: CSBESS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

SCRIVENER'S AFFIDAVIT

Before the undersigned authority personally appeared Laura L. Barnes who, after being duly sworn deposes and says as follows:

My name is Laura L. Barnes and I am a licensed attorney in the State of Alabama.

I prepared a Warranty Deed from Edward Bahr and Sandra Bahr to Morrow Sons LLC dated July 29, 2017, which was recorded on July 14, 2017, in Instrument No. 2017071642, in the Probate Office of Jefferson County, Alabama, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "Deed").

I affirm that the Deed was in fact executed and acknowledged prior to the Probate Office's recording date shown on the Deed.

Further the affiant saith not.



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, in and for said county in said state, hereby certify that Laura L. Barnes, whose name is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that being informed of the contents of said instrument, that he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7th day of June, 2023.

[NOTARY SEAL]



Hanna Bice
Notary Public

My Commission Expires: 11/4/24

County Division Code: AL039 Inst. # 2017071642 Pages: 1 of 4 I certify this instrument filed on: 7/14/2017 7:07 AM
Doc: D Alan L.King, Judge of Probate Jefferson County, AL Rec: \$25.00 DecdTx: \$34.00
Clerk: KKBESS

THIS INSTRUMENT PREPARED BY:
BARNES & BARNES LAW FIRM, P.C.
8107 PARKWAY DRIVE
LEEDS, ALABAMA 35094
(205) 699-5000

Send Tax Notice To:
MORROW SONS, LLC

7450 Cahaba Valley Road
Birmingham, Alabama 35242

WARRANTY DEED

STATE OF ALABAMA
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00)* to the undersigned Grantors, EDWARD BAJIR, a married man, and SANDRA BAJIR, his wife, hereinafter referred to as Grantors, whose mailing address is 8753 PARKWAY DRIVE, LEEDS, AL 35094, in hand paid by the Grantee herein (whose mailing address is shown above), the receipt of which is hereby acknowledged, the said Grantors do by these presents, grant, bargain, sell and convey unto MORROW SONS, LLC (herein referred to as Grantee), the following described real estate, situated in JEFFERSON County, Alabama, to-wit:

PLEASE SEE ATTACHED EXHIBIT "A"

Property address: 8753 PARKWAY DRIVE, LEEDS, AL 35094

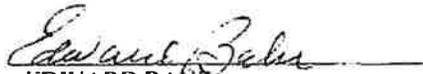
* The purchase price or actual value of this conveyance can be verified in the following documentary evidence:

Subject to:

1. Taxes for the current tax year and any subsequent years.
2. Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any.
3. Mineral and mining rights, if any.
4. Less and except any part of subject property lying within any road right-of-way.
5. Less and except any part of subject property lying within any creek right-of-way.
6. Riparian rights associated with the creek under applicable State and/or Federal law.
7. Right-of-way granted to Alabama Power Company recorded in Volume 3873, Page 3.
8. Right-of-way granted to Jefferson County recorded in Volume 2876, Page 455.

TO HAVE AND TO HOLD and said Grantors, for said Grantors, their heirs, executors and administrators, covenant with said Grantee, his/her heirs and assigns, that Grantors are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that Grantors have a good right to sell and convey the same as aforesaid; that Grantors will, and his/her heirs, executors and administrators shall warrant and defend the same to the said Grantee, his/her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantors have hereunto set their hand and seal this the 29th day of July, 2017.


EDWARD BAHR


SANDRA BAHR

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that EDWARD BAHR, a married man, and SANDRA BAHR, his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of July, 2017.


NOTARY PUBLIC

EXHIBIT "A"
Legal Description

A parcel of land, situated in the NW ¼ of the NE ¼ of Section 22, Township 17 South, Range 1 East, City of Leeds Jefferson County, Alabama, being more particularly described as follows:

Commence at a 2" open pipe at the Southeast corner of the Northwest ¼ of the Northeast ¼ of Section 22, Township 17 South, Range 1 East, City of Leeds, Jefferson County, Alabama, thence go North along the West line of said ¼ ¼ section 262.85 feet measured, 326.08 feet map, to the center line of a creek, being the Point of Beginning of the Parcel described herein; thence continue North along said line 524.95 feet to a 5/8" rebar set on the Southeasterly right of way line of US Highway 78; thence a right interior angle of 56°49'23" and go Southwesterly along said right of way line 92.13 feet measured 86.90 feet map, to a 5/8" rebar set, being 25 feet East of at a right angle to the center line of an Alabama Power Company right of way; thence a right interior angle of 120°42'10" and go Southerly parallel to said right of way 513.84 feet more or less to the center line of a creek; thence a right interior angle of 55°54'27" and go Northeasterly along the center line of said creek 68.31 feet measured 63.02 feet map, to the Point of Beginning, having a closing interior angle of 126°34'00". Subject to easements in favor of Alabama Power Company.

Real Estate Sales Validation Form

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

Grantor's Name:	EDWARD BAHR and SANDRA BAHR	Grantee's Name:	MORROW SONS, LLC
Mailing Address:	8753 PARKWAY DRIVE LEEDS, AL 35094	Mailing Address:	8753 PARKWAY DRIVE LEEDS, AL 35094
Property Address:	8753 PARKWAY DRIVE LEEDS, AL 35094	Date of Sale:	July 13th 2017
		Total Purchase Price:	(\$34,000.00)
		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)

<input type="checkbox"/>	Bill of Sale	<input type="checkbox"/>	Tax Appraisal
<input type="checkbox"/>	Sales Contract	<input type="checkbox"/>	Other Tax Assessment
<input checked="" type="checkbox"/>	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 § 40-22-1 (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: July 13th, 2017

Print Laura L. Barnes

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) **circle one**

39 D Judge of Probate Jefferson County, AL Rec: \$25.00 DeedTx: \$650.00
: CSBESS

Upon recording return this instrument to:

CE Real Estate, LLC
8804 Parkway Drive
Leeds, Alabama 35094

For Recording Use Only:

Mail tax notice to:

CE Real Estate, LLC
8804 Parkway Drive
Leeds, Alabama 35094

This instrument was prepared by:

Michael M. Partain, Esq.
2233 2nd Avenue North
Birmingham, Alabama 35203

The following information is offered in lieu of submitting
an RT-1 Real Estate Sales Validation Form pursuant to
Ala. Code (1975) §40-22-1

**Grantor's Names and Mailing
Addresses:**

Gordon Morrow, Jr
7450 Cahaba Valley Road
Birmingham, Alabama 35242

**Grantee's Name and Mailing
Address:**

CE Real Estate, LLC
8804 Parkway Drive
Leeds, Alabama 35094

Property Address:

Date of Sale:

June 09, 2023

Purchase Price:

\$650,000.00

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:
 Bill of Sale Sales Contract Closing Statement Appraisal Other

STATE OF ALABAMA)
COUNTY OF JEFERSON)

STATUTORY WARRANTY DEED

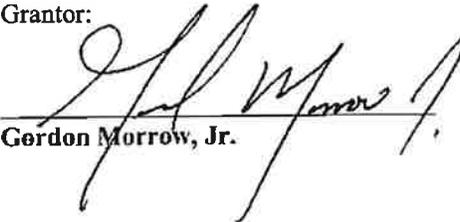
KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **Gordon Morrow**, a married adult person (the "Grantor"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto **CE Real Estate, LLC**, an Alabama limited liability company (the "Grantee"), the real estate situated in Jefferson County, Alabama, being more fully described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

The Property does not constitute the homestead of the Grantor, nor the homestead of any spouse of the Grantor.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns, forever, subject, however, to the Permitted Exceptions set forth on **EXHIBIT B** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 08 day of June, 2023.

Grantor:


Gordon Morrow, Jr.

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gordon Morrow, Jr., 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 said instrument, he, executed the same on the day and year the same bears date.

Given under my hand and official seal this 8th day of June, 2023.

[NOTARY SEAL]

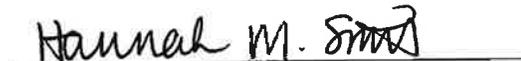

Notary Public
My commission expires: 2/10/2024



EXHIBIT A

A tract of land lying in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, all in Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, said point being a 2" pipe; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 131.02 feet to a 3" capped pipe found and to the Point of Beginning; thence continue along the last described course for a measured distance of 131.69 feet to the center of an existing creek; thence $125^{\circ}34'39''$ left run Southwesterly along existing creek for a measured distance of 67.61 feet; thence $122^{\circ}43'50''$ right run Northerly for a measured distance of 11.64 feet to a 5/8" rebar found with a plastic cap (Gilbert); thence continue Northerly along the same line for a measured distance of 502.20 feet to a 5/8" rebar found with a plastic cap (Gilbert) on the Southeasterly right-of-way line of U.S. Highway 78 (80-foot-wide right-of-way); thence $59^{\circ}43'45''$ right run Northeasterly along said Southeasterly right-of-way line for a measured distance of 93.49 feet to a 5/8" rebar found with a plastic cap (Gilbert); thence $0^{\circ}44'36''$ right continue Northeasterly along said Southeasterly right-of-way line for a measured distance of 560.80 feet to a 1" open pipe found; thence $85^{\circ}10'23''$ right run Southeasterly for a measured distance of 510.91 feet to a $\frac{1}{2}$ " rebar found; thence $92^{\circ}01'32''$ right run Southwesterly for a measured distance of 954.65 feet to the Point of Beginning.

EXHIBIT B

Permitted Exceptions

1. Taxes due in the year of 2023, a lien, but not yet payable, until October 1, 2023, and subsequent years.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
4. Rights-of-way in favor of Alabama Power Company as recorded in: Volume 3044, Page 119; Volume 3873, Page 3; and Volume 6460, Page 386, all in the Office of the Judge of Probate of Jefferson County, Alabama.
5. Right-of-way in favor of Jefferson County, Alabama as recorded in Volume 2876, Page 455, in said Probate Office.
6. Riparian rights associated with the creek under applicable State and/or Federal law.
7. Less-and-except any portion of the Property which may lie within the boundary of the Alabama Power Company right-of-way which shares its Easterly border with the Westerly line of the Property.

**OLD REPUBLIC TITLE INSURANCE COMPANY
OWNER'S AFFIDAVIT
(Non-corporate - Fee Simple)**

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

The undersigned Affiant, **Gordon Morrow, Jr.**, an adult person, and being duly sworn according to law, deposes and says as follows:

1. That Affiant is the owner of the real property described on **EXHIBIT A** attached hereto and made a part hereof by this reference (hereinafter the "Property").
2. That there are NO unpaid bills incurred by the Affiant for work performed upon or materials delivered to the Property for the construction or improvement of the Property during the past 6 months.
3. That the Affiant is in exclusive undisturbed possession of the Property and no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals and that there are no active gas wells located on the subject lands and no current production is ongoing, and there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as noted below:

[See **EXHIBIT B** attached hereto and made a part hereof by this reference]

4. Except as shown on the Commitment, there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures located on the Property.
5. Except as shown on the Commitment, there are no unrecorded easements or claims of easement; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.
6. Except as shown on the Commitment, there are no unrecorded judgments, liens, mortgages or other claims against the Property or against the Affiant which could attach as a lien against the Property.
7. That no proceeding in bankruptcy has ever been instituted by or against the Affiant, nor has the Affiant ever made an assignment for the benefit of creditors.
8. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatever which now constitutes a lien or charge upon the Property.

- 9. That there is no action or proceeding relating to the ad valorem taxes for the Property pending in any state or local court or administrative body.
- 10. That, except as listed below, the Affiant has not entered into any agreement with any real estate broker for payment of a real estate commission or fees relating to the purchase, sale, management, leasing or other services in connection with the Property:

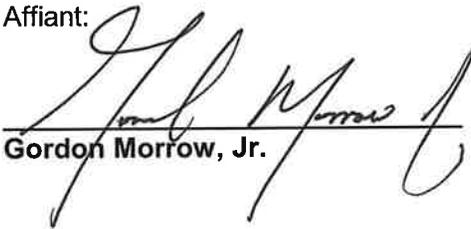
[See EXHIBIT C attached hereto and made a part hereof by this reference]

- 11. That there are no unpaid taxes, fire dues, special assessments, or assessments of any nature, whether imposed by governmental or private authority, against said Property, and that the Affiant has no knowledge or notice of any plans for imposition of a future assessment and that Affiant shall promptly pay the same when due.

This Affidavit is given to induce ALABAMA TITLE CO., INC. and OLD REPUBLIC TITLE INSURANCE COMPANY to issue its policies of title insurance including endorsements knowing full well that it will be relying upon the accuracy of the same.

The undersigned agree to indemnify ALABAMA TITLE CO., INC. and OLD REPUBLIC TITLE INSURANCE COMPANY against any loss occasioned by the inaccuracy of any of the statements listed above and any cost, expense or liability, including attorney fees, arising therefrom or from the enforcement of this indemnification.

Affiant:

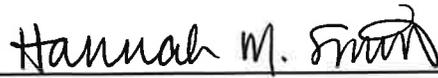


 Gordon Morrow, Jr.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Sworn to and subscribed before me this 8th day of June, 2023.

[NOTARY SEAL]



 Notary Public
 My commission expires: 2/10/2024



EXHIBIT A**Legal Description of the Property**

A tract of land lying in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, all in Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, said point being a 2" pipe; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 131.02 feet to a 3" capped pipe found and to the Point of Beginning; thence continue along the last described course for a measured distance of 131.69 feet to the center of an existing creek; thence $125^{\circ}34'39''$ left run Southwesterly along existing creek for a measured distance of 67.61 feet; thence $122^{\circ}43'50''$ right run Northerly for a measured distance of 11.64 feet to a 5/8" rebar found with a plastic cap (Gilbert); thence continue Northerly along the same line for a measured distance of 502.20 feet to a 5/8" rebar found with a plastic cap (Gilbert) on the Southeasterly right-of-way line of U.S. Highway 78 (80-foot-wide right-of-way); thence $59^{\circ}43'45''$ right run Northeasterly along said Southeasterly right-of-way line for a measured distance of 93.49 feet to a 5/8" rebar found with a plastic cap (Gilbert); thence $0^{\circ}44'36''$ right continue Northeasterly along said Southeasterly right-of-way line for a measured distance of 560.80 feet to a 1" open pipe found; thence $85^{\circ}10'23''$ right run Southeasterly for a measured distance of 510.91 feet to a 1/2" rebar found; thence $92^{\circ}01'32''$ right run Southwesterly for a measured distance of 954.65 feet to the Point of Beginning.

EXHIBIT B

State "NONE"

OR

List unrecorded tenancies, leases or other occupancies

AND

Note, IF ANY, options to purchase, rights of renewal, or unusual provisions

None

EXHIBIT C

State "NONE"

OR

List real estate broker agreement(s)

TESSA Commercial Real Estate LLC
J. H. Berry & Gilbert, Inc.

AGREEMENT FOR ENCUMBRANCES

THIS AGREEMENT is made as of June 08, 2023, by **Gordon Morrow, Jr.**, an adult person (the "Seller"), and **CE Real Estate, LLC**, an Alabama limited liability company (the "Purchaser").

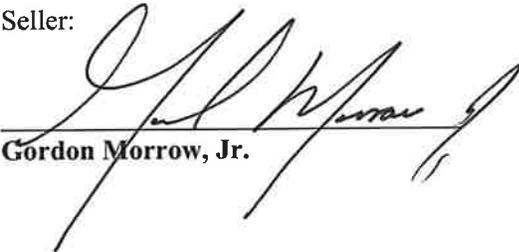
The Purchaser has agreed to purchase and the Seller has agreed to sell the described real property on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

It is understood and agreed that the closing of the sale of the Property may or may not take place without receipt of any current municipal assessment letters and sewer/water assessment letters and fire district dues letters. The Purchaser hereby agrees that it will be responsible for the payment of any sewer/water liens/charges, municipal assessments, fire district dues, and other encumbrances that will accrue after the date of closing. The Seller hereby agrees that it will be responsible for the payment any sewer/water liens/charges, municipal assessments, fire district dues, and other encumbrances that may have accrued prior to the date of closing.

To the extent allowed by applicable law, the undersigned agrees to defend, indemnify, and hold harmless Alabama Title Co., Inc. and its title insurance underwriter (the "Indemnified Parties") as third party beneficiaries from and against any loss, expense, or liability incurred by the Indemnified Parties caused by the breach of this agreement by either party hereto, including reasonable attorney fees, arising therefrom or from the enforcement of this indemnification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Seller:


Gordon Morrow, Jr.

STATE OF ALABAMA
COUNTY OF JEFFERSON

Sworn to and subscribed before me this 08th day of June, 2023.



Notary Public

My Commission Expires:

2/10/2024

[NOTARY SEAL]



EXHIBIT A

A tract of land lying in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, all in Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, said point being a 2" pipe; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 131.02 feet to a 3" capped pipe found and to the Point of Beginning; thence continue along the last described course for a measured distance of 131.69 feet to the center of an existing creek; thence $125^{\circ}34'39''$ left run Southwesterly along existing creek for a measured distance of 67.61 feet; thence $122^{\circ}43'50''$ right run Northerly for a measured distance of 11.64 feet to a $\frac{5}{8}$ " rebar found with a plastic cap (Gilbert); thence continue Northerly along the same line for a measured distance of 502.20 feet to a $\frac{5}{8}$ " rebar found with a plastic cap (Gilbert) on the Southeasterly right-of-way line of U.S. Highway 78 (80-foot-wide right-of-way); thence $59^{\circ}43'45''$ right run Northeasterly along said Southeasterly right-of-way line for a measured distance of 93.49 feet to a $\frac{5}{8}$ " rebar found with a plastic cap (Gilbert); thence $0^{\circ}44'36''$ right continue Northeasterly along said Southeasterly right-of-way line for a measured distance of 560.80 feet to a 1" open pipe found; thence $85^{\circ}10'23''$ right run Southeasterly for a measured distance of 510.91 feet to a $\frac{1}{2}$ " rebar found; thence $92^{\circ}01'32''$ right run Southwesterly for a measured distance of 954.65 feet to the Point of Beginning.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

BROKER'S LIEN AFFIDAVIT

WHEREAS, **Gordon Morrow, Jr.**, an adult person (the "Seller"), and **CE Real Estate, LLC**, an Alabama limited liability company (the "Purchaser"), are parties to that certain General Sales Contract dated May 12, 2023, as amended, whereby Seller has agreed to sell and Purchaser has agreed to purchase the real property described on **EXHIBIT A** attached hereto and made a part hereof (the "Property"); and

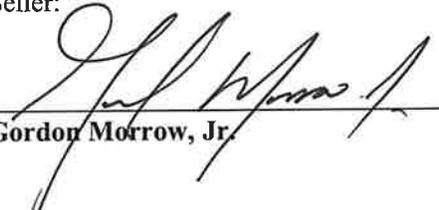
WHEREAS, Alabama Title Co., Inc. has agreed to issue a title insurance policy insuring the Property provided absolute assurance is given that there are no unpaid real estate commissions.

NOW THEREFORE, the undersigned, being first duly sworn, on oath, represent, warrant, and state as follows:

There is no unpaid or disputed real estate commission; all compensation due or to become due under any listing, agency, or other brokerage agreement has been paid at the closing or has been waived in writing by the potential lien claimant; and there has been no written notice received concerning any unpaid real estate commission which could give rise to a Broker's Lien under Act #98-160, Regular Session, 1998, Alabama Legislature, Ala. Code §35-11-450, *et seq.* (1975).

EXECUTED AND DELIVERED this 08 day of June, 2023.

Seller:


Gordon Morrow, Jr.

STATE OF ALABAMA
COUNTY OF JEFFERSON)

Sworn to and subscribed before me this 8th day of June, 2023.


Notary Public
My Commission Expires: 2/10/2024

[NOTARY SEAL]



EXHIBIT A

A tract of land lying in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, all in Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, said point being a 2" pipe; thence run Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 131.02 feet to a 3" capped pipe found and to the Point of Beginning; thence continue along the last described course for a measured distance of 131.69 feet to the center of an existing creek; thence $125^{\circ}34'39''$ left run Southwesterly along existing creek for a measured distance of 67.61 feet; thence $122^{\circ}43'50''$ right run Northerly for a measured distance of 11.64 feet to a $\frac{5}{8}$ " rebar found with a plastic cap (Gilbert); thence continue Northerly along the same line for a measured distance of 502.20 feet to a $\frac{5}{8}$ " rebar found with a plastic cap (Gilbert) on the Southeasterly right-of-way line of U.S. Highway 78 (80-foot-wide right-of-way); thence $59^{\circ}43'45''$ right run Northeasterly along said Southeasterly right-of-way line for a measured distance of 93.49 feet to a $\frac{5}{8}$ " rebar found with a plastic cap (Gilbert); thence $0^{\circ}44'36''$ right continue Northeasterly along said Southeasterly right-of-way line for a measured distance of 560.80 feet to a 1" open pipe found; thence $85^{\circ}10'23''$ right run Southeasterly for a measured distance of 510.91 feet to a $\frac{1}{2}$ " rebar found; thence $92^{\circ}01'32''$ right run Southwesterly for a measured distance of 954.65 feet to the Point of Beginning.

**FOREIGN INVESTMENT IN REAL PROPERTY
TAX ACT (FIRPTA) CERTIFICATE**

Before me, the undersigned, a Notary Public in and for the State of Alabama, personally appeared the undersigned, who is known to me and, who, being by me first duly sworn, deposed and stated the following:

1. Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of the real property described on **Exhibit A** attached hereto by **Gordon Morrow, Jr.**, an adult person ("Transferor"), the undersigned hereby certifies the following:

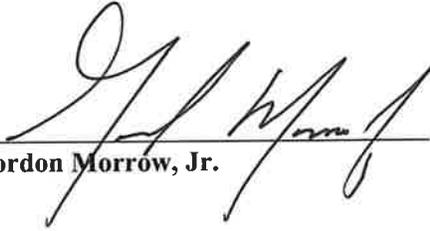
2. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

3. Transferor's Social Security Number is , and his mailing address is 7450 Cahaba Valley Road, Birmingham, Alabama 35242.

4. Transferor acknowledges that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

5. Under penalties of perjury the undersigned declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete.

Further affiant saith not.



Gordon Morrow, Jr.

STATE OF ALABAMA
COUNTY OF JEFFERSON

Sworn to and subscribed before me this 8th day of June, 2023.

Hannah M. Smith
Notary Public
My Commission Expires: 2/10/2024

[NOTARY SEAL]



EXHIBIT A

A tract of land lying in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, all in Section 22, Township 17 South, Range 1 East, Jefferson County, Alabama, more particularly described as follows:

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AFFIDAVIT OF SELLER'S RESIDENCE

Address:

SSN:



Gordon Morrow, Jr.
7450 Cahaba Valley Road
Birmingham, Alabama 34242

INSTRUCTIONS

This form is to be executed by the seller(s) and furnished to the buyer(s) to establish Alabama residency, so that the proceeds of the sale of property are not subject to the withholding laws of this state. See Ala. Code § 40-18-86 (1975.)

Alabama residents are not subject to the withholding provisions of Alabama Code Section 40-18-86. Alabama residents include both individuals and business entities domiciled in Alabama. Business entities will be considered domiciled in Alabama if they are organized under Alabama law or they have their principal place of business in Alabama.

Seller(s) is/are not subject to withholding from the proceeds of a sale if either they are a resident of Alabama or they are deemed to be a resident of Alabama by virtue of the fact that they have filed Alabama tax returns in the preceding two years, do business or own property in Alabama, intend to file an Alabama tax return for the current year, and if they are a corporation or limited partnership registered to do business in Alabama.

The seller(s) is/are to execute this affidavit by placing an initial in the blank preceding the statements which apply. The buyer(s) may rely on the seller(s)' affidavit unless the buyer(s) knows or should know, based on the buyer(s)' knowledge at the time of closing, that statements made on the affidavit are false. The buyer(s) has/have no duty to investigate the statements made on a seller(s)' affidavit. The buyer(s) should retain a copy of the affidavit and submit the original copy to the Alabama Department of Revenue, Individual and Corporate Tax Division, P. O. Box 327950, Montgomery, AL 36132-7950.

Seller(s) is/are exempt from withholding on the sale of property because:

 X Seller(s) is/are a resident of Alabama.

Seller(s) is/are not a resident of Alabama, but is deemed a resident for purposes of withholding because all of the following apply:

 Seller(s) is/are a nonresident who has filed Alabama tax returns or appropriate extensions have been received by the Department for the preceding two years; AND

 Seller(s) is/are an established business in Alabama and will continue substantially the same business in Alabama after the sale OR the Seller(s) has/have real property in Alabama at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; AND

 Seller(s) will report the sale on an Alabama income tax return for the current year and file by its due date with extensions; AND

 If Seller(s) is/are a corporation or limited partnership, seller(s) is/are registered to do business in Alabama.

Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

Seller(s):

Gordon Morrow, Jr.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Sworn to and subscribed before me this 8th day of June, 2023.

[NOTARY SEAL]

Hannah M. Smith
Notary Public
My Commission Expires: 2/10/2024



TAX REPORTING CERTIFICATION 1099-S INFORMATION FORM

The undersigned Seller(s) hereby certifies that Alabama Title Co., Inc., acting as Closing Agent, will comply with the real estate transaction reporting requirements of the Internal Revenue Code of 1986, as amended, thereby reporting to the Internal Revenue Service, if required, the below described transaction. The undersigned should retain a copy of this certification for its records, because the undersigned will not be furnished with another Form 1099-S at such time as the annual reports are filed.

DATE OF SALE: June 09, 2023

TITLE FILE NUMBER: 2023-1371M

PURCHASER(S): CE Real Estate, LLC

PROPERTY ADDRESS: 8771 and 8753 Parkway Drive, Leeds, Alabama 35094

GROSS PROCEEDS: \$650,000.00

SELLER(S): Gordon Morrow, Jr.

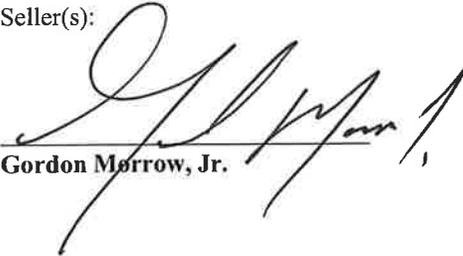
SELLER(S) SSN: [REDACTED]

SELLER(S) MAILING ADDRESS: 7450 Cahaba Valley Road, Birmingham, Alabama 34242

CERTIFICATION UNDER PENALTIES OF PERJURY, THE UNDERSIGNED CERTIFY THAT:

The numbers shown on this form are our correct taxpayer identification numbers, and the undersigned is/are providing the above referenced federal tax identification numbers in connection with a real estate transaction, and the undersigned understand(s) and acknowledge(s) that the information on this form must be reported to the IRS if required by federal law, and further certify that said information is true and correct to the best of its/his/her/their knowledge and belief.

Seller(s):


Gordon Morrow, Jr.

File Attachments for Item:

4. A23-000024 - A request by Greg Dawkins, Owner and Applicant, to allow for setbacks for dwelling and barn due to prescriptive ROW on property (Hawkins Rd). Also seeking variance to allow 2021 5th Wheel Travel Trailer to be placed on lot prior to and during construction for safety and security of building materials and construction process. 2. to allow the rezoning of a lot less than three (3) acres (lot is two point three (2.3) acres) at 1901 Hawkins Rd, 35094, TPID 2500303000036000, A-1, Agriculture, Jefferson County.

SEND TAX NOTICE TO:

Kenneth W. Dawkins
2018 Monteville Rd, Leeds, AL 35094

This instrument was prepared by:
VERNON N. SCHMITT, ATTORNEY AT LAW
P. O. BOX 521, LEEDS, AL 35094

Warranty Deed

2 0 0 6 0 1 / 5 4 6 8 -

STATE OF ALABAMA}
JEFFERSON COUNTY}

KNOW ALL MEN BY THESE PRESENTS,

That, in consideration of SEVENTY-NINE THOUSAND AND NO/100 (\$79,000.00) DOLLARS to the undersigned grantor (whether one or more), in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we, Ronald Muir, a married person, Richard Muir, a married person, Marvin R. Muir, a married person, and Cindy Muir Davis, a married person, all being the heirs of Geraldine Muir, deceased, (herein referred to as GRANTOR, whether one or more), do grant, bargain, sell, and convey unto Kenneth W. Dawkins, (herein referred to as GRANTEE, whether one or more), the following described real estate, situate in Jefferson County, Alabama, to-wit:

Part of the South Half of the SW 1/4 of Section 30, Township 17 South, Range 1 East, situate in Jefferson County, Alabama, more particularly described as follows: Begin at the north-west corner of the SW 1/4 of the SW 1/4 of said Section 30, and run thence southwardly along the west line thereof for a distance of 200 feet, thence turn an angle of 77 degrees 15 minutes to the left and run southeastwardly for a distance of 1407.90 feet, thence turn an angle of 109 degrees to the right and run southwardly for a distance of 28.56 feet to the point of beginning of the tract herein described, from the point of beginning thus obtained continue southwardly along the same course last described for a distance of 148.16 feet, thence turn an angle of 93 degrees 15 minutes to the right and run northwestwardly for a distance of 218.75 feet, thence turn an angle of 90 degrees to the left and run southwestwardly for a distance of 200 feet, thence turn an angle of 90 degrees to the right and run northwestwardly for a distance of 336.75 feet, thence turn an angle of 66 degrees 08 minutes to the right and run northwardly for a distance of 115.22 feet, run thence eastwardly in a straight line for a distance of 641.40 feet, to the point of beginning, less and except that part of the above described tract included within the right of way of the public road running in a northerly and southerly direction across the east side thereof

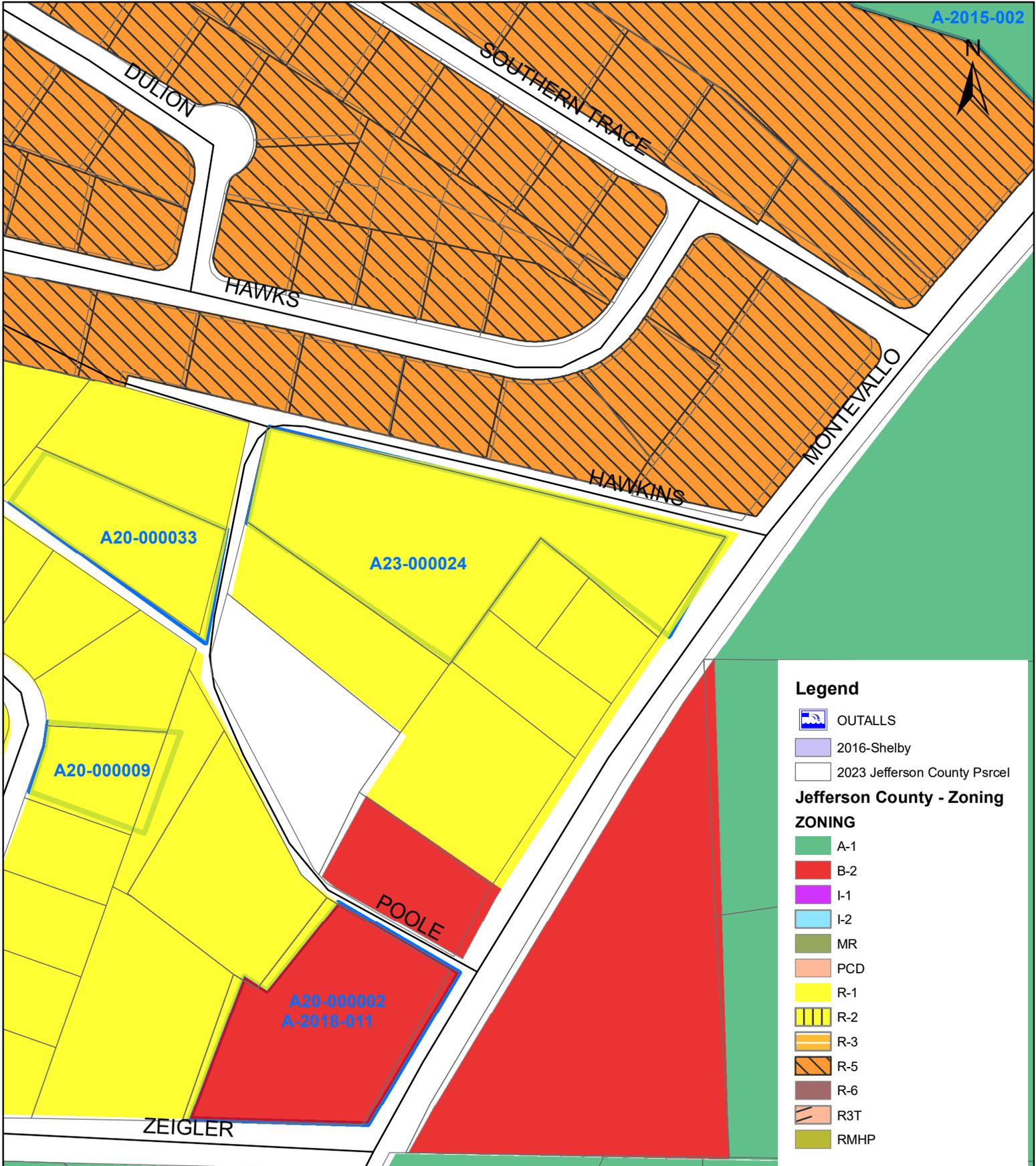
The property described herein is not the homestead of the Grantor or the Grantor's spouse.

TO HAVE AND TO HOLD unto the said GRANTEE his, her or their heirs and assigns forever.

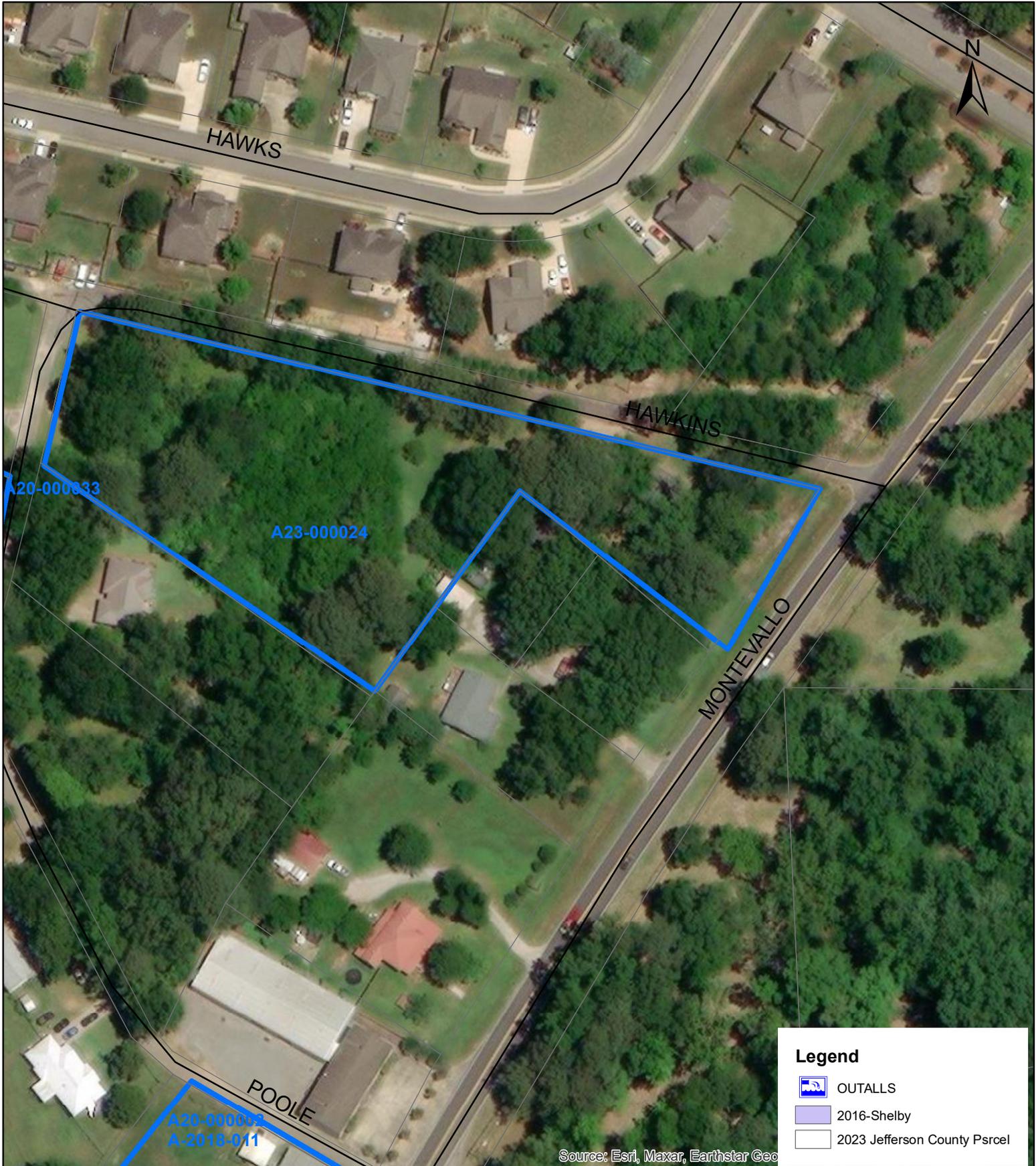
And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.



A23-000024 1901 HAWKINS RD ZONING



A23-000024 1901 HAWKINS RD AERIAL



A23-000024 1901 HAWKINS RD FLOOD

