

STATE OF ALABAMA)

COUNTY OF SHELBY

PROJ. NO. ACBRZ59502-ATRP(009) COUNTY PROJ. NO. SCP 59-289-97 ATRIP PROJ. NO. 59-03-11

TRACT NO. 6

DATE: January 31, 2018

RIGHT OF WAY DEED FOR PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eight Thousand and 00/100 dollars (\$8,000.00) cash in hand paid, the receipt of which is hereby acknowledged, as I (we), the undersigned grantor(s), Summer Classics Properties One, LLC, an Alabama limited liability company, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the Shelby County Commission, a political subdivision of the State of Alabama, a permanent easement and right of way including all right, title and interest in and to all timber growing or at any time located within the right of way and easement limits, upon the land hereinafter described, together with the right to locate or relocate utilities, and to enter upon such described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across such right of way easement. The easement and right of way hereby granted is more particularly located and described as follows:

A part of Lot 5-B and a part of Lot 6-B of Ralph Tulley Industrial Park Resurvey, as recorded in Map Book 6, Page 89, in the Probate Office of Shelby County, Alabama, also a part of the N½ of the NE ¼ of Section 23, Township 20 South, Range 3 West, in Shelby County, Alabama and being more fully described as follows:

BEGINNING at the NW corner of said Lot 5-B, said point being the POINT OF BEGINNING, thence N 64°17′18" E and along the present southern R/W line of CR-52 a chord distance of 314.16 feet, more or less, to a point on the present western R/W line of Hinds Street; thence S 17°28′59" E and along said present western R/W line a distance of 83.03 feet to a point on the acquired R/W line; thence following the curvature thereof an arc distance of 20.72 feet and along said acquired R/W line to a point on the acquired R/W line (said arc having a chord bearing of N 25°14′16" W, a counterclockwise direction, a chord distance of 20.72 feet, and a radius of 489.00 feet); thence N 26°27′07" W and along said acquired R/W line a distance of 35.32 feet to a point on the acquired R/W line; thence S 80°38′39" W and along said acquired R/W line a distance of 71.68 feet to a point on the acquired R/W line; thence S 63°55′51" W and along said acquired R/W line a distance of 154.97 feet to a point on the acquired R/W line; thence following the curvature thereof an arc distance of 81.38 feet and along said acquired R/W line to a point on the grantor's western property line (said arc having a chord bearing of S 62°53′10" W, a clockwise direction, a chord distance of 81.35 feet, and a radius of 878.00 feet); thence N 06°39′29" W and along said western property line a distance of 9.43 feet, more or less; to the point and place of BEGINNING, containing 0.07 acres, more or less.

(LS)

TO HAVE AND TO HOLD, the said easement and right of way including all right, title, and interest in and to such timber aforementioned unto the Shelby County Commission, and unto its successors and assigns forever, subject to easements, rights-of-way, covenants, restrictions, and other matters of record.

And the said grantor(s) hereby covenant(s) with the Shelby County Commission that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever. This warranty is limited to the amount of consideration paid to the Grantor.

In witness whereof I (we) have hereunto set my (our) hand(s) and seal(s) this the

2.N// day of #E844991 , 2018.

WILLIAM B. WHITE III, Registered Agent

Summer Classics Properties One, LLC

P.O. Box 1747

Pelham, AL 35124

20190125000026760 2/6 \$31.00 Shelby Cnty Judge of Probate, AL 01/25/2019 10:56:35 AM FILED/CERT

STATE OF ALABAMA			
COUNTY OF SHELBY)		

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM B. WHITE III, whose name as REGISTERED AGENT of SUMMER CLASSICS PROPERTIES ONE, LLC, an Alabama limited liability company, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of SUMMER CLASSICS PROPERTIES ONE, LLC.

Given under my hand and official seal, this the 12 day of 12018.

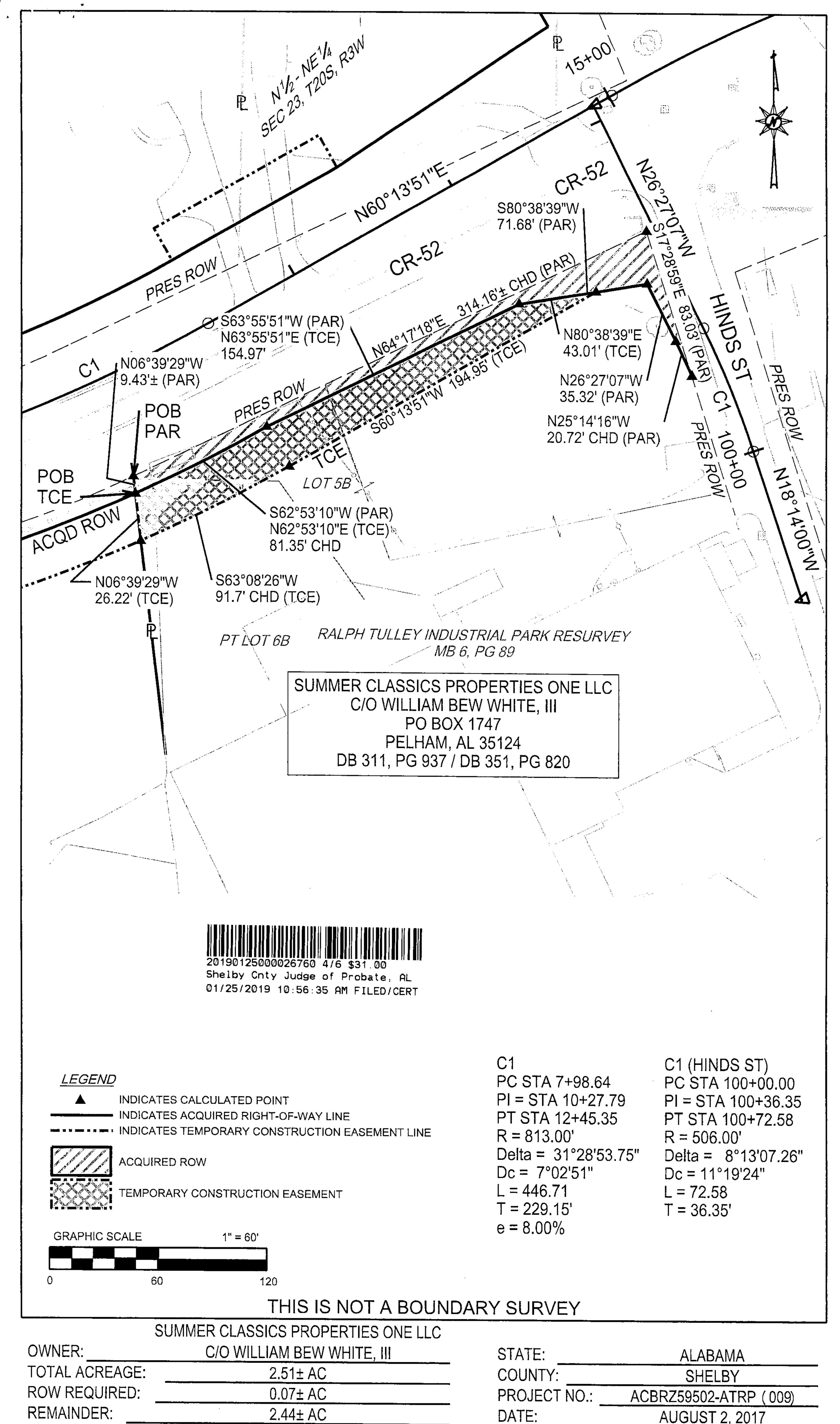
(SEAL)

NOTARY PUBLIC

STATE OF ALABAMA AT LARGE

MY COMMISSION EXPIRES 3/21/2009

201901250000026760 3/6 \$31.00 Shelby Cnty Judge of Probate, AL 01/25/2019 10:56:35 AM FILED/CERT



SCALE:

1'' = 60'

AUGUST 2, 2017 SKETCH: 1 OF 2

EXHIBIT 'A'

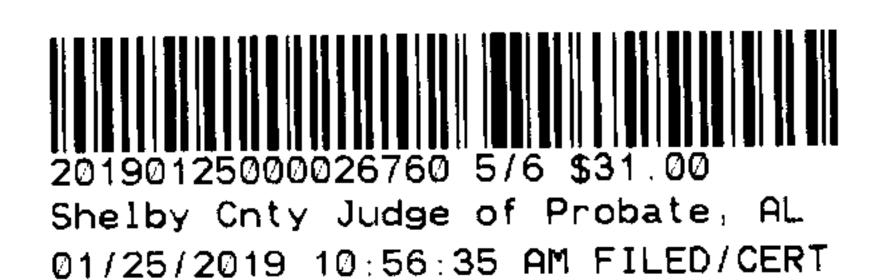
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Parcel

BEGINNING at the NW corner of said Lot 5-B, said point being the POINT OF BEGINNING, thence N 64°17'18" E and along the present southern R/W line of CR-52 a chord distance of 314.16 feet, more or less, to a point on the present western R/W line of Hinds St; thence S 17°28'59" E and along said present western R/W line a distance of 83.03 feet to a point on the acquired R/W line; thence following the curvature thereof an arc distance of 20.72 feet and along said acquired R/W line to a point on the acquired R/W line (said arc having a chord bearing of N 25°14'16" W, a counterclockwise direction, a chord distance of 20.72 feet and a radius of 489.00 feet); thence N 26°27'07" W and along said acquired R/W line a distance of 35.32 feet to a point on the acquired R/W line; thence S 80°38'39" W and along said acquired R/W line a distance of 71.68 feet to a point on the acquired R/W line; thence S 63°55'51" W and along said acquired R/W line a distance of 154.97 feet to a point on the acquired R/W line; thence following the curvature thereof an arc distance of 81.38 feet and along said acquired R/W line to a point on the grantor's western property line (said arc having a chord bearing of S 62°53'10" W, a clockwise direction, a chord distance of 81.35 feet and a radius of 878.00 feet); thence N 06°39'29" W and along said western property line a distance of 9.43 feet, more or less; to the point and place of BEGINNING, containing 0.07 acres, more or less.

Temporary Construction Easement

BEGINNING at a point where the grantor's western property line intersects the acquired R/W line, said point being the POINT OF BEGINNING, thence following the curvature thereof an arc distance of 81.38 feet and along said acquired R/W line to a point on the acquired R/W line (said arc having a chord bearing of N 62°53'10" E, a counterclockwise direction, a chord distance of 81.35 feet and a radius of 878.00 feet); thence N 63°55'51" E and along said acquired R/W line a distance of 154.97 feet to a point on the acquired R/W line; thence N 80°38'39" E and along said acquired R/W line a distance of 43.01 feet to a point on the temporary construction easement line; thence S 60°13'51" W and along said temporary construction easement line a distance of 194.95 feet to a point on the temporary construction easement line; thence following the curvature thereof an arc distance of 91.71 feet and along said temporary construction easement line to a point on the grantor's western property line (said arc having a chord bearing of S 63°8'26" W, a clockwise direction, a chord distance of 91.67 feet and a radius of 903.00 feet); thence N 6°39'29" W and along said western property line a distance of 26.22 feet; to the point and place of BEGINNING.



THIS IS NOT A BOUNDARY SURVEY

SL	IMMER CLASSICS PROPERTIES ONE LLC		
OWNER:	C/O WILLIAM BEW WHITE, III	STATE:	ALABAMA
TOTAL ACREAGE:	2.51± AC	COUNTY:	SHELBY
ROW REQUIRED:	0.07± AC	PROJECT NO.:	ACBRZ59502-ATRP (009)
REMAINDER:	2.44± AC	DATE:	AUGUST 2, 2017
SCALE:	1" = 60'	SKETCH: 2 OF 2	

Real Estate Sales Validation Form

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

Grantor's Name	SUMMER CLASSIC PROPERTIESO		SUEZEY COMMISSION	
Mailing Address	P.O. BOX 1747 Pertan Az 35124	ivialling Address	D.O. Box 467 Commonana A 35051	
Property Address	III HINOS STREET	Date of Sale	2/2/2018	
	PEZITAM AZ 35124	Total Purchase Price	\$ \$,000 . 20	
		Or		
		Actual Value	\$	
			Ψ	
		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) Bill of Sale Sales Contract Appraisal Other				
	-		· · · · · · · · · · · · · · · · · · ·	
人 Closing Stater				
If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.				
Incinations				

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).

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 ! Unattested 201901250000026760 6/6 \$31.00 Shelby Cnty Judge of Probate, AL

01/25/2019 10:56:35 AM FILED/CERT

Print THOMAS C. GemES CHEF EN HMECT Sign

(Granton/Grantee/Owner/Agent) circle one

Form RT-1