THIS INSTRUMENT PREPARED BY: WILLIAM R. JUSTICE ELLIS, HEAD, OWENS & JUSTICE P O BOX 587 COLUMBIANA, AL 35051

FEE SIMPLE

WARRANTY DEED TRACT NO. 2

20160718000250580 1/6 \$31 00 Shelby Cnty Judge of Probate: AL 07/18/2016 04:06:10 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

PARCEL NO. 23-1-11-2-004-001

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Forty Eight thousand Two Hundred Ninety and 00/00 dollar(s) (\$48,290.00), cash in hand paid to the undersigned by Shelby County, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), City of Alabaster Board of Education have this day granted, bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto Shelby County the following described property, lying and being in Shelby County, Alabama and more particularly described as follows:

And as shown on the right of way map of Project No. ACBRAA59499-ATRP(006) of record in the Alabama Department of Transportation, a copy of which is also deposited in the office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

## SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

To Have and To Hold, unto Shelby County its successors and assigns in fee simple forever.

And For The Consideration, Aforesaid, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Shelby County that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The Grantor(s) Herein Further Covenant(s) And Agree that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release Shelby County and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

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

 $18^{44}$  day of July, 2016.

## CITY OF ALABASTER BOARD OF EDUCATION

day of July, 2016.

By: K. Wayne Vickers

Title: Superintendent

# STATE OF ALABAMA COUNTY OF SHELBY

20160718000250580 2/6 \$31.00 Shelby Cnty Judge of Probate: AL 07/18/2016 04:06:10 PM FILED/CERT

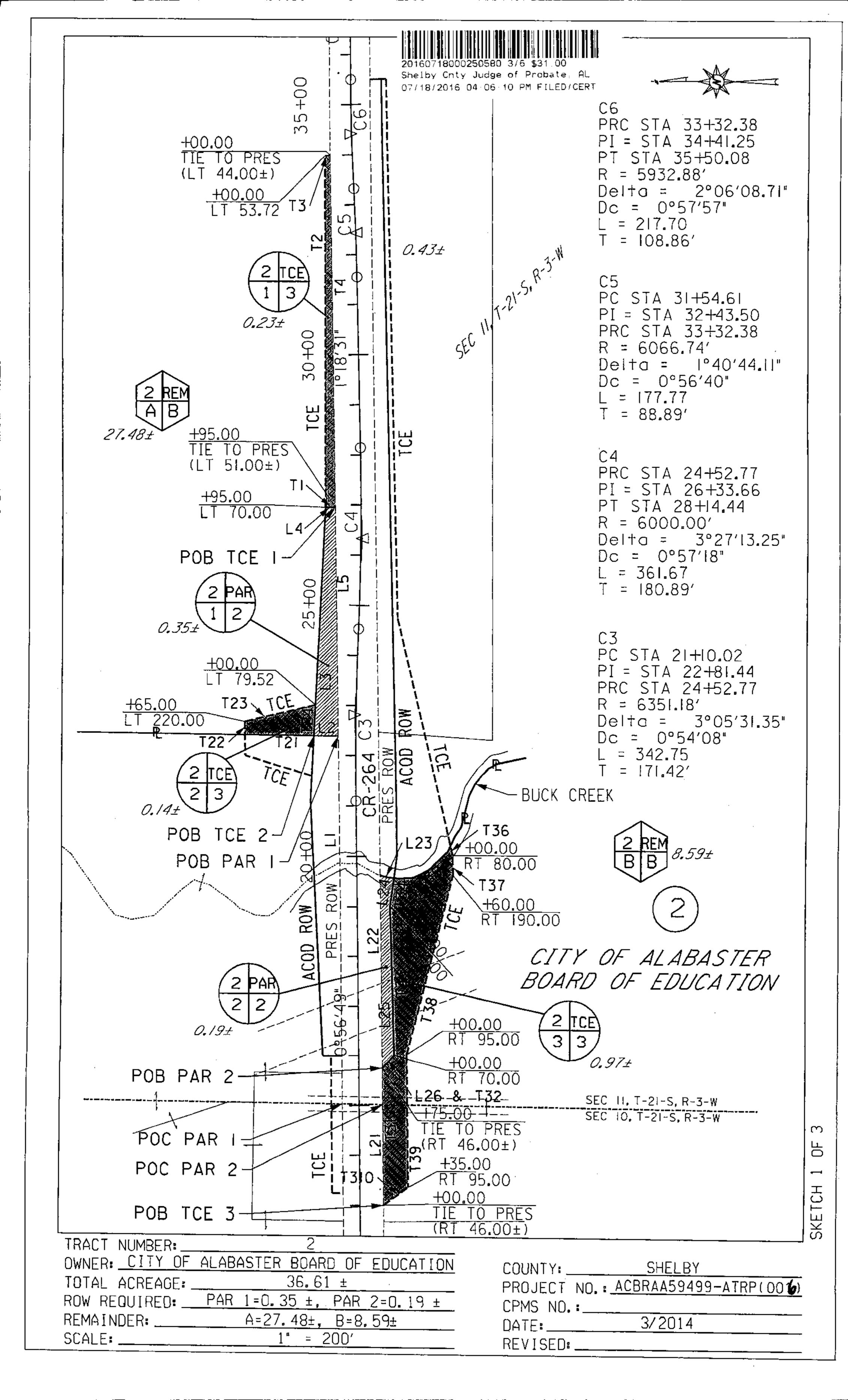
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that L. Wayne Vickers, as Superintendent of City of Alabaster board of Education is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, and with full authority, executed the same voluntarily for and as the act of said Board.

Given under my hand and official seal the

Notary Public

My Commission Expires: 10-9-16

Grantee's Address: Shelby County Commission 506 Highway 70 Columbiana, AL 35051





Shelby Cnty Judge of Probate: AL 07/18/2016 04:06:10 PM FILED/CERT

TRACT 2. PAR 1 OF 2 AREA = 0.35 AC		
COURSE	BEARING	DISTANCE
LI	N89°02′34"E	736.26
L2	N00°33′11″E 48.13	
L3	S87°17′21"E	455.62
L4	S00°12′56"E	18.96
L5	S89°02′34"W	455.71

	<del></del>	
TRACT 2. PAR 2 OF 2		
AREA = 0.19 AC		
COURSE	BEARING	DISTANCE
L2I	N89°02′48″E	73.73
L22	N89°02′48″E	387.06
L23	SII°18′08"W	27.80
L24	N82°27′04'W	56.78
L25	S88°05′54"W	300.04
L26	N47°26′10"W	34.47

TRACT 2. TCE 1 OF 3 AREA = 0.23 AC		
COURSE	BEARING	DISTANCE
TI	N00°12′56"W	18.96
T2	N89°46′23"E	702.78
Т3	S02°20′04"E	10.00
T4	S89°02′34"W	703.21

TRACT 2. TCE 2 OF 3 AREA = 0.14 AC		
COURSE	BEARING	DISTANCE
T21	N00°33′11"E	136.94
T22	N89°02′34"E	25.90
T23	S13°39'03"E	144.35
T24	N87°17′21"W	61.36

1	2, TCE 3 OF 3 0.97 AC	
COURSE	BEARING	DISTANCE
T3!	N89°02′48"E	275.00
T32	S47°26′10"E	34.47
T33	N88°05′54"E	300.04
T34	S82°27′04 <b>'</b> E	56.78
T35	SOUTHEASTERLY	137.10±
T36	S76°47′44"W	19.36
T37	S89°03′11*W	39.99
T38	N76°09′52"W	372.33
T39	S89°03′II"W	265.00
T310	N36°38′59"W	59.97

TRACT NUMBER: 2

OWNER: CITY OF ALABASTER BOARD OF EDUCATION

TOTAL ACREAGE: 36.61 ±

ROW REQUIRED: PAR 1=0.35 ±, PAR 2=0.19 ±

REMAINDER: A=27.48±, B=8.59±

SCALE: 1" = 200'

COUNTY: SHELBY
PROJECT NO.: ACBRAA59499-ATRP(006)
CPMS NO.: 3/2014
REVISED: \_\_\_\_\_\_

SKETCH 2 OF 3

A part of the S ½of the NW ¼ Section 11, Township 21 South, Range 3 West and the SE ¼of the NE ¼of Section 10, Township 21 South, Range 3 West, being identified at Tract 2 on Project ACBRAA59499-ATRP(001) in Shelby County, Alabama and being more fully described as follows:

## Parcel 1 of 2:

Commence at a point where the present north R/W line of CR-264 intersects with the west line of said Section 11; thence N 89°2'34" E and along said north R/W line a distance of 736.26 feet to a point on the grantor's west property line, which is the POINT OF BEGINNING; thence N 0°33'11" E and along said west line a distance of 48.13 feet to a point on the acquired R/W line; thence S 87°17'21" E and along said line a distance of 455.62 feet to a point on the acquired R/W line; thence S 0°12'56" E and along said line a distance of 18.96 feet to a point on the said present north R/W line; thence S 89°2'34" W and along said north R/W line a distance of 455.71 feet; to the point and place of BEGINNING, containing 0.35 acres, more or less;

#### Parcel 2 of 2:

Commence at a point where the present south R/W line of CR-264 intersects with the west line of said Section 11; thence N 89°2'48" E and along said present R/W line a distance of 73.72 feet to a point on the acquired R/W line, which is the POINT OF BEGINNING; thence N 89°2'48" E and along said present R/W line a distance of 387.06 feet to a point on the grantor's east property line which is also the centerline of Buck Creek; thence S 11°18'8" W and along said line/centerline a distance of 27.80 feet to a point on the acquired R/W line; thence N 82°27'4" W and along said line a distance of 56.78 feet to a point on the acquired R/W line; thence S 88°5'54" W and along said line a distance of 300.04 feet to a point on the acquired R/W line; thence N 47°26'10" W and along said line a distance of 34.47 feet; to the point and place of BEGINNING, containing 0.19 acres, more or less;

## **Temporary Construction Easement 1 of 3:**

BEGINNING at a point on the present north R/W line of CR-264, thence N 0°12'56" W and along the required easement line a distance of 18.96 feet to a point on said line; thence N 89°46'23" E and along said line a distance of 702.78 feet to a point on said line; thence S 2°20'4" E and along said line a distance of 10.00 feet to a point on the said present R/W line; thence S 89°2'34" W and along said present R/W line a distance of 703.21 feet; to the point and place of BEGINNING, containing 0.23 acres, more or less;

## Temporary Construction Easement 2 of 3:

BEGINNING at a point on the present north R/W line of CR-264, thence N 0°33'11" E and along the required easement line a distance of 136.94 feet to a point on said line; thence N 89°2'34" E and along said line a distance of 25.90 feet to a point on said line; thence S 13°39'3" E and along said line a distance of 144.35 feet to a point on said present R/W line; thence N 87°17'21" W and along said present R/W line a distance of 61.36 feet; to the point and place of BEGINNING, containing 0.14 acres, more or less;

## Temporary Construction Easement 3 of 3:

BEGINNING at a point on the present south R/W line of CR-264, thence N 89°2'48" E and along said present R/W line a distance of 275.00 feet to a point on the acquired R/W line; thence S 47°26'10" E and along said line a distance of 34.47 feet to a point on said line; thence N 88°5'54" E and along said line a distance of 300.04 feet to a point on said line; thence S 82°27'4" E and along said line a distance of 56.78 feet to a point on the grantor's east property line, which is also the centerline of Buck Creek; thence Southeasterly and along said line/centerline a distance of 137.10 feet, more or less, to a point on the required easement line; thence S 76°47'44" W and along said line a distance of 19.36 feet to a point on said line; thence S 89°3'11" W and along said line a distance of 372.33 feet to a point on said line; thence N 76°9'52" W and along said line a distance of 372.33 feet to a point on said line; thence S 89°3'11" W and along said line a distance of 59.97 feet; to the point and place of BEGINNING, containing 0.97 acres, more or less;

TRACT NUMBER:	2
OWNER: CITY OF	ALABASTER BOARD OF EDUCATION
TOTAL ACREAGE: _	36.61 ±
ROW REQUIRED:	PAR 1=0.35 ±, PAR 2=0.19 ±
REMAINDER:	A=27.48±, B=8.59±
SCALE:	1" = 200'

COUNTY: SHELBY
PROJECT NO.: ACBRAA59499-ATRP(006)
CPMS NO.: 3/2014
REVISED: SHELBY

Shelby Cnty Judge of Probate, AL

# 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>Alabaster City Board of Education</u> Mailing Address: P O Box 480	Grantee's Name: Mailing Address	: Shelby County Commission s: 506 Hwy 70
Alabster, AL 35007		Columbiana, AL 35051
Property Address:	Date of Sale Total Purchase Price or Actual Value	9-18-66 \$ 79,290.00 \$
	or	Ψ
The purchase price or actual value claimed on this form one) (Recordation of documentary evidence is not requi		
Bill of Sale	Appraisal Other	20160718000250580 6/6 \$31.00 Shelby Cnty Judge of Probate, AL 07/18/2016 04:06:10 PM FILED/CERT
If the conveyance document presented for recordation c of this form is not required.	ontains all of the required	information referenced above, the filing
Grantor's name and mailing address - provide the name of the person Grantee's name and mailing address - provide the name of the person		
Property address -the physical address of the property being conveyed	ed, if available.	
Date of Sale - the date on which interest to the property was conveyed	ed.	
Total purchase price - the total amount paid for the purchase of the precord.	property, both real and personal,	being conveyed by the instrument offered for
Actual value - if the property is not being sold, the true value of the record. This may be evidenced by an appraisal conducted by a licens		
If no proof is provided and the value must be determined, the curren determined by the local official charged with the responsibility of vapenalized pursuant to Code of Alabama 1975§ 40-22-1 (h).	t estimate of fair market value, of the last state of the last sta	excluding current use valuation, of the property as purposes will be used and the taxpayer will be
I attest, to the best of my knowledge and belief that the information statements claimed on this form may result in the imposition of the part of the	contained in this document is true contained in this document is true contained in Code of Ala	ue and accurate. I further understand that any false bama 1975§ 40-22-1 (h).
Date 1-18-16 Sign K. W. (Grantor/Gran	tee/Owner/Agent) circle one	· · · · · · · · · · · · · · · · · · ·
Print	Vayne Vickers	
UnattestedVerifie	MUL 1 by)	· · · · · · · · · · · · · · · · · · ·

Form RT-1