THIS INSTRUMENT PREPARED BY Joel Wampol Stantec Consulting 1 Chase Corporate Center Suite 400 Birmingham, AL. 35244

STATE OF ALABAMA
COUNTY OF SHELBY

PROJECT NO. STPBH-I065(404) CPMS PROJ. NO. 100063670 TRACT NO. 28 DATE: 2/21/2017

# FEE SIMPLE WARRANTY DEED

20170511000164750 1/6 \$31 00 Shelby Cnty Judge of Probate: AL 05/11/2017 01:22:31 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Five Thousand Nine Hundred Fifteen and no/100----- dollar(s), cash in hand paid to the undersigned by the State of Alabama Department of Transportation, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), Archland Property I, LLC. have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property:

A part of the SW ¼ of NE ¼, Section 4, Township 22 South, Range 2 West, identified as Tract No. 28 on Project No. STPBH-I065(404) in Shelby County, Alabama and being more fully described as follows:

### Parcel #1 of #1:

COMMENCE at the 1/2" Rebar found on the Northeast corner of property belonging to Cheryl Worstell, Trustee of the Verna R. Carrillo Living Trust in the Northwest Quarter of the Southeast Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama as found on 12013-382690 and being in the Baker Seafood Resurvey (Lots 4 & 5 Walmart Supercenter), (said point being on the present Right-of-Way line of SR-3);

thence northward along the west present Right-of-Way line of SR-3 for a distance of approximately 81 feet to a found 1/2" Rebar;

thence eastward along said present Right-of-Way line of SR-3 for a distance of approximately 26 feet to the point of intersection with the acquired Right-of-Way line of SR-3, which is 60.00 feet left of and perpendicular to the project centerline;

thence northward along acquired Right-of-Way line of SR-3 for a distance of approximately 174 feet to the point of intersection with the south property line of Grantor's property, said point being the **POINT OF BEGINNING** of the following described Right-of-Way taking;

thence N 10° 15' 43" W along the acquired Right-of-Way line of SR-3 for a distance of 25.32 feet to a point on acquired Right-of-Way line, said point being 60.00 feet left of and perpendicular to the project centerline at 177+20.00;

thence N 79° 44' 17" E along the acquired Right-of-Way line of SR-3 for a distance of 5.00 feet to a point on acquired Right-of-Way line, said point being 55.00 feet left of and perpendicular to the project centerline at 177+20.00;

thence N 10° 15' 43" W along the acquired Right-of-Way line of SR-3 for a distance of 271.52 feet to the point of intersection with the north property line of Grantor's property;

thence S 89° 44' 48" E along the north property line of Grantor's property for a distance of 16.31 feet to the point of intersection with the present Right-of-Way line of SR-3;

thence S 10° 18' 42" E along the present Right-of Way line of SR-3 for a distance of 283.71 feet to the point of intersection with the south property line of Grantor's property;

thence S 51° 59' 11" W along the south property line of Grantor's property for a distance of 21.80 feet to a point on the Grantor's property line;

thence S 79° 43' 07" W along the south property line of Grantor's property for a distance of 1.99 feet to the **POINT OF BEGINNING**;

Said Right-of Way containing 0.110 acres more or less.



Shelby Cnty Judge of Probate, AL 05/11/2017 01:22:31 PM FILED/CERT

## Temporary Construction Easement #1 of #1:

**BEGIN** at the point of intersection of the south property line of Grantor's property and the acquired Right-of-Way line of SR-3, which is 60.00' left of and parallel with the project centerline;

thence S 79° 43' 07" W along the south property line of Grantor's property for a distance of 60.00 feet to the point of intersection with the acquired Temporary Construction Easement line, said line 120' left of and parallel with the project centerline;

thence N 10° 15' 43" W along the acquired Temporary Construction Easement line for a distance of 5.34 feet to a point 120.00 feet left of and perpendicular to the project centerline at 177+00.00;

thence N 70° 16' 38" E along the acquired Temporary Construction Easement line for a distance of 60.83 feet to the point of intersection with the acquired Right-of-Way line of SR-3, said point being 60.00 feet left of and perpendicular to the project centerline at 177+10.00;

thence S 10° 15' 43" E along the acquired Right-of Way line of SR-3 for a distance of 15.32 feet to the POINT OF BEGINNING;

Said Temporary Construction Easement containing 0.014 acres more or less.

It is expressly understood that all rights, title and interest to the above-described temporary easement(s) shall revert to the grantor upon completion of said project.

And as shown on the right of way map of record in the State of Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

<SPACE LEFT BLANK INTENTIONALLY SIGNATURES NEXT PAGE>

FORM ROW-4

Rev 08/13

TO HAVE AND TO HOLD, unto the State of Alabama, 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

the State of Alabama 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(S), that

the purchase price above-stated is in full compensation to him-her (them) for this

conveyance, and hereby release the State of Alabama 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

3rd day of May  $, 20^{-17}$ .

ARCHLAND PROPERTY I, LLC

By:

David M/Ledy Its: Vice President

Shelby Cnty Judge of Probate, AL 05/11/2017 01:22:31 PM FILED/CERT

#### ACKNOWLEDGMENT

STATE OF New York

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David M. Ledy, as Vice President of ARCHLAND PROPERTY I, LLC, a Delaware limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the 3 day of May

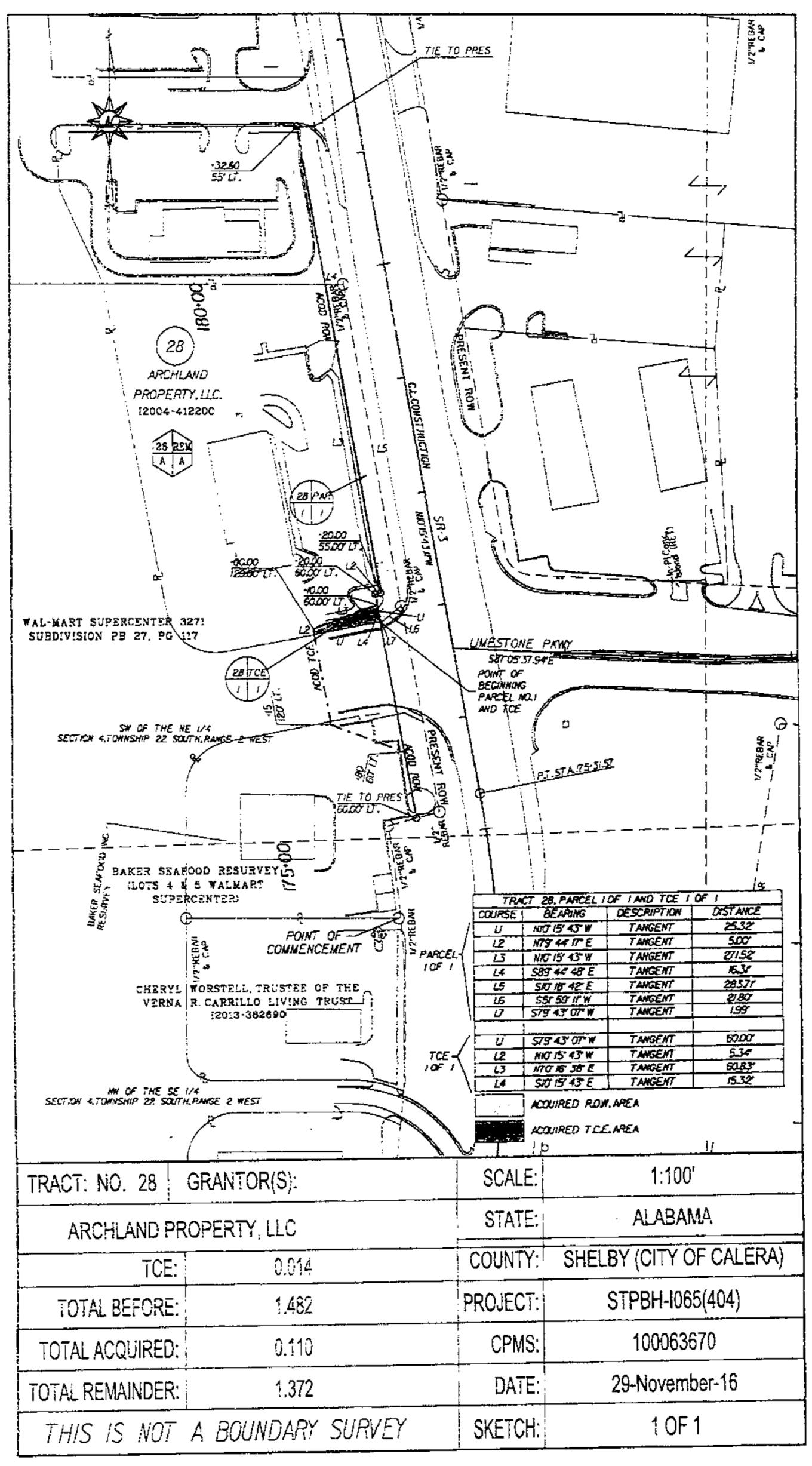
LAURA ANNE CHABZA Notary Public, State of New York Registration #01CH6327904 Qualified In New York County Commission Expires July 20, 2019

Shelby Cnty Judge of Probate, AL 05/11/2017 01:22:31 PM FILED/CERT

to STATE OF ALABAMA WARRANTY DEED	STATE OF ALABAMA	County of  1,  Judge of Probate in and for said County,  Hereby certify that the within  Conveyance was filed in my office at  o'clock M., on the  day of  and duly recorded in Deed Record  page  Dated day of 20.	Judge of Probate  County, Alabama.
-----------------------------------	------------------	---	------------------------------------



20170511000164750 5/6 \$31 00 Shelby Cnty Judge of Probate: AL 05/11/2017 01:22:31 PM FILED/CERT



## Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40.22.1

Grantor's Name: Archland Property I, LLC  Mailing Address 1 Glenlake Parkway, Suite500  Atlanta, GA 30328		State of Alabama s: P O Box 2745 Birmingham, AL 35202-2745
Property Address: Calera, AL	Date of Sale 5-3-3	L7
	Total Purchase Price	\$ <u>105,915.00</u>
	or Actual Value	\$
The purchase price or actual value claimed on this for one) (Recordation of documentary evidence is not recordation)		owing documentary evidence: (check
Bill of SaleSales ContractX_Closing Statement	_Appraisal _ Other –	20170511000164750 6/6 \$31.00 Shelby Cnty Judge of Probate: AL 05/11/2017 01:22:31 PM FILED/CERT
If the conveyance document presented for recordation of this form is not required.	n contains all of the required	information referenced above, the filing
Grantor's name and mailing address - provide the name of the per Grantee's name and mailing address - provide the name of the per Property address - the physical address of the property being conv Date of Sale - the date on which interest to the property was conv	rson or persons to whom interest to reyed, if available.	
Total purchase price - the total amount paid for the purchase of the record.	•	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 lic	he property, both real and personal ensed appraiser or the assessor's cu	, being conveyed by the instrument offered for urrent market value.
If no proof is provided and the value must be determined, the curred determined by the local official charged with the responsibility of penalized pursuant to Code of Alabama 1975§ 40-22-1 (h).	rent estimate of fair market value, of valuing property for property tax	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	on contained in this document is true penalty indicated in Code of Ala	ue and accurate. I further understand that any false abama 1975§ 40-22-1 (h).
Date 5-3-17 Sign Grantor/G	rantee/Owner/Agent) circle one	
Print	David My Lody	
Unattested(Veri	fied by)	

Form RT-1