

Pardue to Clayton Properties Group easement

DEED FOR PUBLIC ROAD (TEMPORARY CONSTRUCTION EASEMENT)

STATE OF ALABAMA)

PROJECT: Simms Landing

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in and for the consideration of \$1.00 in hand paid to Albert L. Pardue, Jr., married; Richard M. Pardue, married; and Derek P. Pardue, married, (hereinafter "Grantor" whether one or more) by Clayton Properties Group, Inc. (hereinafter "Grantee"), the receipt whereof is hereby acknowledged, the said Grantor do hereby give, grant, and convey to Grantee, its successors or assigns, a Temporary Construction Easement hereinafter described, over and across our said lands in Shelby County, Alabama, to enter upon the hereinafter described land as necessary in conjunction with the following described work to be done to the road or highway located within the adjacent permanent right-of-way: to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps and cuts as may be necessary:


A temporary construction easement situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a $\frac{1}{2}$ " rebar at the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence N $89^{\circ} 57' 40''$ W along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1324.45 feet to a $\frac{1}{2}$ " rebar capped CARR at the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence N $89^{\circ} 30' 09''$ W a distance of 344.82 feet to a point on the northwest right-of-way of Shelby County Hwy 11 and the POINT OF BEGINNING of a temporary construction easement; thence S $35^{\circ} 19' 39''$ W along said right-of-way a distance of 176.49 feet to a point; thence N $15^{\circ} 50' 57''$ E leaving said right-of-way a distance of 68.70 feet to a point; thence N $36^{\circ} 46' 29''$ E a distance of 72.81 feet to a point; thence N $63^{\circ} 45' 07''$ E a distance of 44.27 feet to the POINT OF BEGINNING. Said temporary construction easement contains 2753 square feet, more or less.

The above described property is not the homestead of any Grantor or spouse.

TO HAVE AND TO HOLD the said Temporary Construction Easement unto Grantee, its successors, and assigns for a period of six (6) months, or until the completion of the project, whichever is earlier. Grantee agrees to leave the property substantially as found upon commencement of construction on said road but is not required to improve said property beyond its original state and condition, subject to grassing with a suitable grass mixture for the season and grading the areas used within said Temporary Construction Easement to match adjacent natural ground.

Shelby County, AL 06/21/2018
State of Alabama
Deed Tax: \$.50


20180621000220610 1/5 \$27.50
Shelby Cnty Judge of Probate, AL
06/21/2018 09:30:15 AM FILED/CERT

And Grantor covenants with Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted, that Grantor has a good right to convey the same as aforesaid, that Grantor and heirs, successors, and assigns shall warrant and defend title and possession to Grantee, its successors and assigns forever, against the lawful claims of all persons.

As further consideration for the conveyance stated above, Grantee agrees to add Grantor and heirs, successors and assigns to Grantee's Liability Insurance Policy as an additional insured and hereby releases Grantor from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted. Grantee further agrees to indemnify Grantor for any damages suffered resulting from any lawsuit related to this Grant of the Temporary Construction Easement contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of June, 2018.

[Grantor signatures on following pages]



20180621000220610 2/5 \$27.50
Shelby Cnty Judge of Probate: AL
06/21/2018 09:30:15 AM FILED/CERT

Albert L. Pardue Jr.

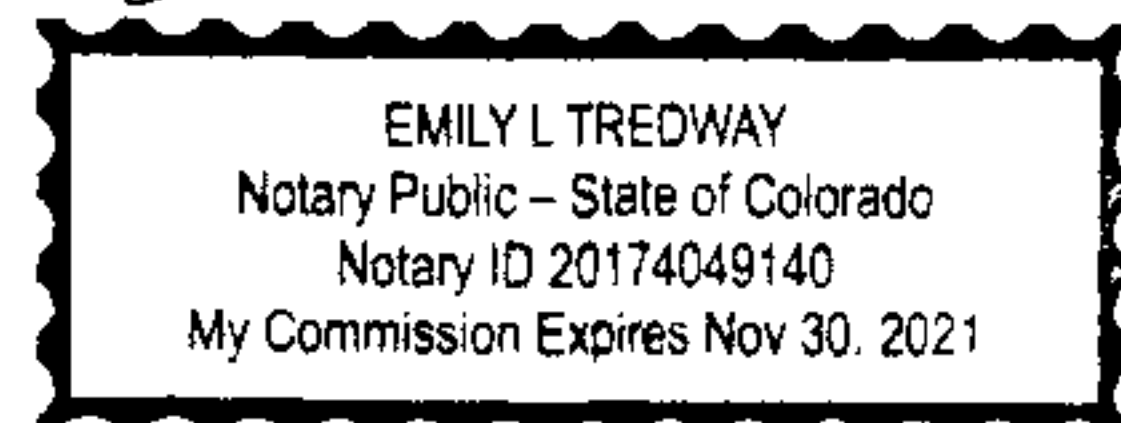
Albert L. Pardue, Jr.

STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF Summit

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert L. Pardue, Jr., 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of June,
2018.

Notary Public



20180621000220610 3/5 \$27.50
Shelby Cnty Judge of Probate, AL
06/21/2018 09:30:15 AM FILED/CERT

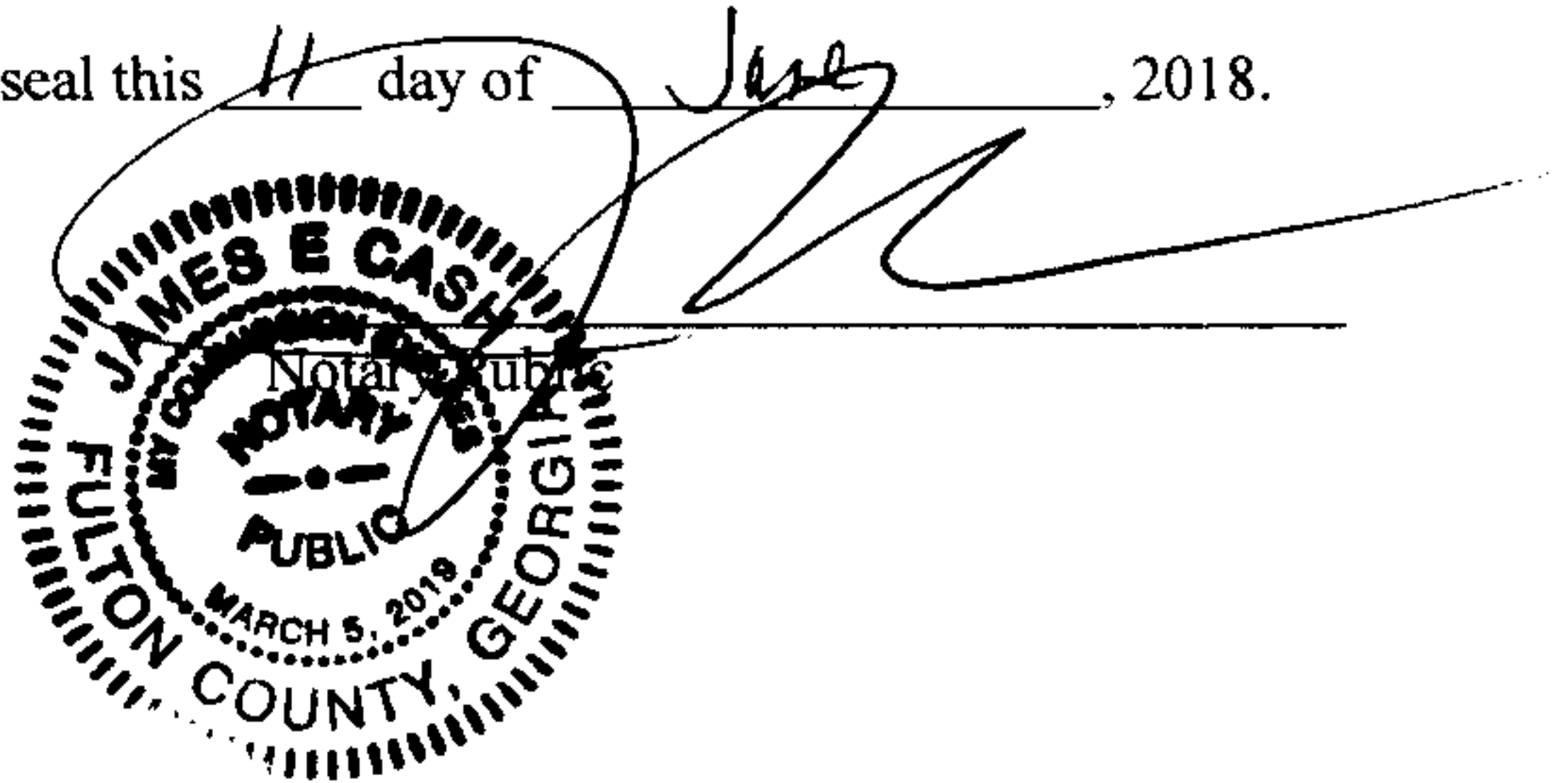
Pardue to Clayton Properties Group easement

Richard M. Pardue
Richard M. Pardue

STATE OF GEORGIA
COUNTY OF Fulton

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard M. Pardue, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of June, 2018.



20180621000220610 4/5 \$27.50
Shelby Cnty Judge of Probate, AL
06/21/2018 09:30:15 AM FILED/CERT

Pardue to Clayton Properties Group easement

Selma R. Solera Vital

Witness: print name

Derek P. Pardue

Derek P. Pardue

Kathryn A Edwards

Witness: print name

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Derek P. Pardue, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public

20180621000220610 5/5 \$27.50
Shelby Cnty Judge of Probate, AL
06/21/2018 09:30:15 AM FILED/CERT