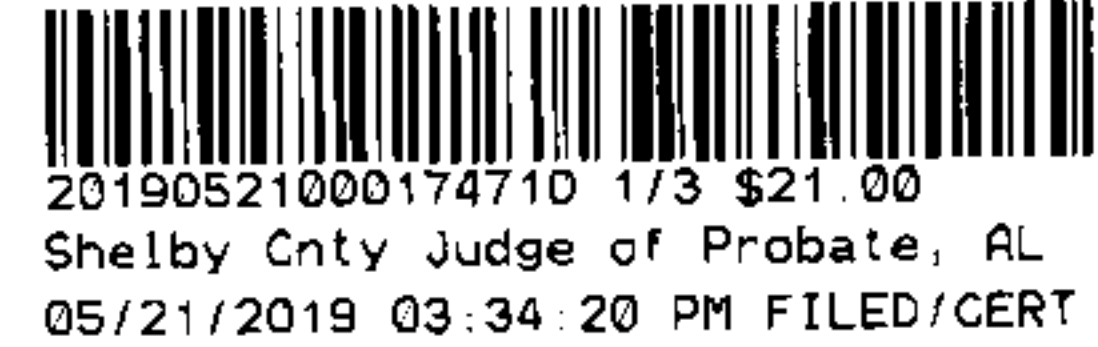


MECHANIC'S LIEN

STATE OF ALABAMA)
)
COUNTY OF SHELBY)



BE IT KNOWN, that the undersigned lien claimant, **Legacy Roof Contractors LLC** (hereinafter "Lien claimant - Contractor") located at **6585 Old Springville Road**, in Pinson located in the County of Jefferson in the State of Alabama with the zip code of **35126**, hereby files a claim for a Mechanic's Lien against **The City of Calera, Alabama**, (hereinafter "Owner") concerning **the Property** located at **10947 Alabama Highway 25**, in Calera located in the County of Shelby in the State of Alabama in the zip code **35040**, and hereinafter referred to as the "Owner," and any other persons, lenders, creditors or entities that have or may have a claim or interest in the below described real estate, and in support thereof states as follows:

BE IT KNOWN, that on **08/23/2018**, the aforementioned Owner, did own the following described real estate property located in the County of Shelby, in the State of Alabama to wit:

The property being located at 10947 Alabama Highway 25, in the City of Calera, Alabama 35040, and together with any improvements and other buildings, if any, is hereinafter referred to as the "Premises," with said real estate having the permanent index identification numbers of 28 5 21 1 004 027.000 and 28 5 21 1 004 033.000 together Therewith, the legal property descriptions as follows :

DUNSTANS BLK 174 SEC 21 T 22S R 2W – DB 273 P 403 03/01/1972 BEAT 3
DB334 P615 8/81 ; DB 339 PG503 AND

DUNSTANS BLK 189 SEC 21 T 22S R SW – DB 250 P 321 10/02/1967 BEAT 3..DV
339 PG 504 - Filed in the Probate Office of Shelby County, Alabama.

On 08/253/2018, the Lien Claimant entered into a written contract with the aforementioned Owner for roof, replacement per Bid and Specifications and all Agreements attached thereto and made a part of the Bid on said Premises for the Original total sum of **\$ 89,340.00** ; **Whereafter**, a Change Order was entered into on 10/16/2018 in an additional work in the amount of **\$ 2,816.00** ; **Togetherwith and Whereas, Additional Unforeseen Conditions Work** was performed by Contractor per Contractor terms from September 20th 2018 through January 17th 2019 all being Unforeseen Conditions in the additional amount of work being **\$ 25,834.00** all of which became due and payable upon completion of the build and/or project services in the amount of **\$ \$ 117,990.00** and **Togetherwith** adding interest due Contractor caused by Owner's non-payment to Contractor (charged at legal Interest per Contractors Terms) in the amount though 04/30/2019 being the subtotal sum of **\$ 143,947.00**.

The Lien Claimant – Contractor - satisfactorily completed and fulfilled its obligation to Owner of roof replacement per Agreement substantial completion on the aforementioned Premises on 11/19/2018 and final completion per Manufacturers Conditions on 01/17/2018 ; and thereafter the Manufacturer and the Owner having inspected and approved of the work completed./ To date the Lien Claimant – Contractor - has received a down payment toward the project build on 10/05/2018 in the amount of \$ 39,497.00 and a second payment to Lien Claimant – Contractor on 04/03/2019 in the amount of \$ 48,051.20, **thus leaving a Balance Due Lien Claimant – Contractor by Owner in the amount of \$ 56,398.80, to date.**

Lien Claimant – Contractor - , in good faith, provided the agreed upon labor and materials needed to insurance claim, roof, replacement per scope at the request of the Owner of the Premises. A final invoice was provided to the Owner itemizing cost of materials and labor with a request for final payment. Furthermore, 1.5 months have elapsed since the Owner was provided with the final balance due.


The Lien Claimant – Contractor - hereby states and affirms that there is a **total outstanding balance of \$ 56,398.80 to date**, accruing additional interest, which the aforementioned party has neglected and, after repeated collection attempts, refuses to submit payment.

It is due to the Owner's breach of contract that the Claimant is entitled to have imposed a lien on the aforementioned and herein described property, along with any and all improvements located on the premises for the total outstanding sum owed, in addition to any interest and collection costs and damages allowable by law pursuant to the State of Alabama Statutes.

**Legacy Roof Contractors LLC
6585 Old Springville Road
Pinson Alabama 35126**

W. Min W. Byrd - General Manager
(Signature)

05/16/19
(Date)


20190521000174710 2/3 \$21.00
Shelby Cnty Judge of Probate, AL
05/21/2019 03:34:20 PM FILED/CERT

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

The Affiant, Legacy Roof Contractors LLC, being duly sworn, on oath deposes and says that s/he is the Lien Claimant and that s/he has read the foregoing claim for the lien and knows the contents thereof, and that all statements therein contained are true and correct to the best of his/her belief and knowledge.

Subscribed and sworn to before me on 05-16-19.

Legacy Roof Contractors LLC
6585 Old Springville Road
Pinson Alabama 35126

William W. Byrd - General Manager
(Signature)

05-16-19
(Date)

Zared Danielle Klimer
(Notary Signature)

Zared Danielle Klimer
(Notary Printed Name)

My commission expires on: 4/7/2020

