

This Instrument Prepared By:
Nathanael McCall
ROW Bureau
1409 Coliseum Boulevard
Alabama Department of Transportation
Montgomery, AL. 36110

STATE OF ALABAMA

COUNTY OF SHELBY

PROJECT NO. STPBH-0119(510)
CPMS PROJ. NO. 100061286
TRACT NO. 53
DATE: February 21, 2020

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Forty Thousand 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), Chicos Enterprises, 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 State of Alabama the following described property:

A part of SW ¼ of the NW ¼ of Section 14 Township 21-S, Range 3-W, identified as Tract No. 53 on Project No. STPBH-0119(510) in Shelby County, Alabama, and being more fully described as follows:

Parcel 1 of 1:

Commencing at the SW corner of the SW ¼ of NW ¼ of Section 14, Township 21-S, Range 3-W;

thence easterly and along the quarter section line a distance of 436 feet, more or less, to a point on the acquired R/W line (said line is offset 185' LT and parallel to centerline of project);

thence northerly and along the acquired R/W line a distance of 20 feet, more or less, to a point on the acquired R/W line (said line offset 185' LT and parallel with centerline of project) (said point also on the grantor's south property line), which is the point and place of BEGINNING;

thence N 2°30'45" W and along the acquired R/W line a distance of 10.40 feet to a point on the acquired R/W line (said point offset 185' LT and perpendicular to centerline of project at station 137+84.53);

thence N 89°6'33" E and along the acquired R/W line a distance of 130.05 feet to a point on the acquired R/W line (said point offset 55' LT and perpendicular to the centerline of project) at station 137+80.85);

thence N 2°30'45" W and along the acquired R/W line a distance of 114.63 feet to a point on the acquired R/W line (said point offset 55' LT and perpendicular to the centerline of project at P.C. station 138+95.48);

thence following the curvature thereof an arc distance of 21.32 feet and along the acquired R/W line to a point on the grantor's north property line (said arc having a chord bearing of N 2°17'54" W, a clockwise direction, a chord distance of 21.32 feet and a radius of 2855.00 feet);

thence N 80°40'51" E and along the grantor's said property line a distance of 30.11 feet to a point on the present west R/W line of SR-119;

thence S 1°50'10" E and along said present R/W line a distance of 148.81 feet to a point on the grantor's south property line;

thence S 88°24'46" W and along the grantor's said property line a distance of 158.24 feet to the point and place of BEGINNING, containing 0.127 acre(s), more or less.

Temporary Construction Easement 1 of 2:

DELETED

Temporary Construction Easement 2 of 2:

BEGINNING at a point on the required easement line (said point offset 90' LT and perpendicular to centerline of project at PC station 138+95.48);

thence following the curvature thereof an arc distance of 17.14 feet and along the required easement line to a point on the grantor's north property line (said arc having a chord bearing of N 2°20'33" W, a clockwise direction, a chord distance of 17.14 feet and a radius of 2890.00 feet);

thence N 80°40'51" E and along the grantor's said property line a distance of 35.28 feet to a point on the acquired R/W line (said point offset 55' LT and perpendicular to centerline of project at station 139+16.39));

thence following the curvature thereof an arc distance of 21.32 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 55' LT and perpendicular to centerline of project at PC station 138+95.48) (said arc having a chord bearing of S 2°17'54" E, a counterclockwise direction, a chord distance of 21.32 feet and a radius of 2855.00 feet);

thence S 2°30'45" E and along the acquired R/W line a distance of 114.63 feet to a point on the acquired R/W line (said point offset 55' LT and perpendicular to centerline of project at station 137+80.85);

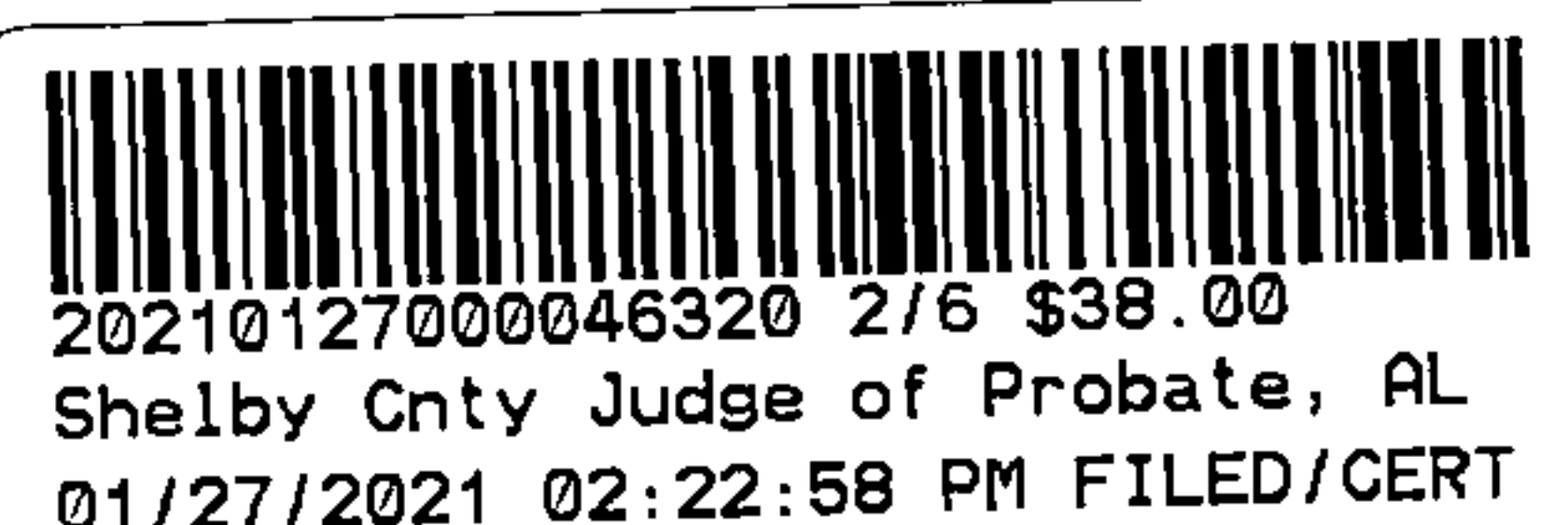
thence S 89°6'33" W and along the acquired R/W line a distance of 35.01 feet to a point on the required easement line (said point offset 90' LT and perpendicular to centerline of project at station 137+81.84);

thence N 2°30'45" W and along the required easement line a distance of 113.64 feet to the point and place of BEGINNING, containing 0.107 acre(s), 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 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 ENTENTIONALLY SIGNATURES ON NEXT PAGE>>>



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.

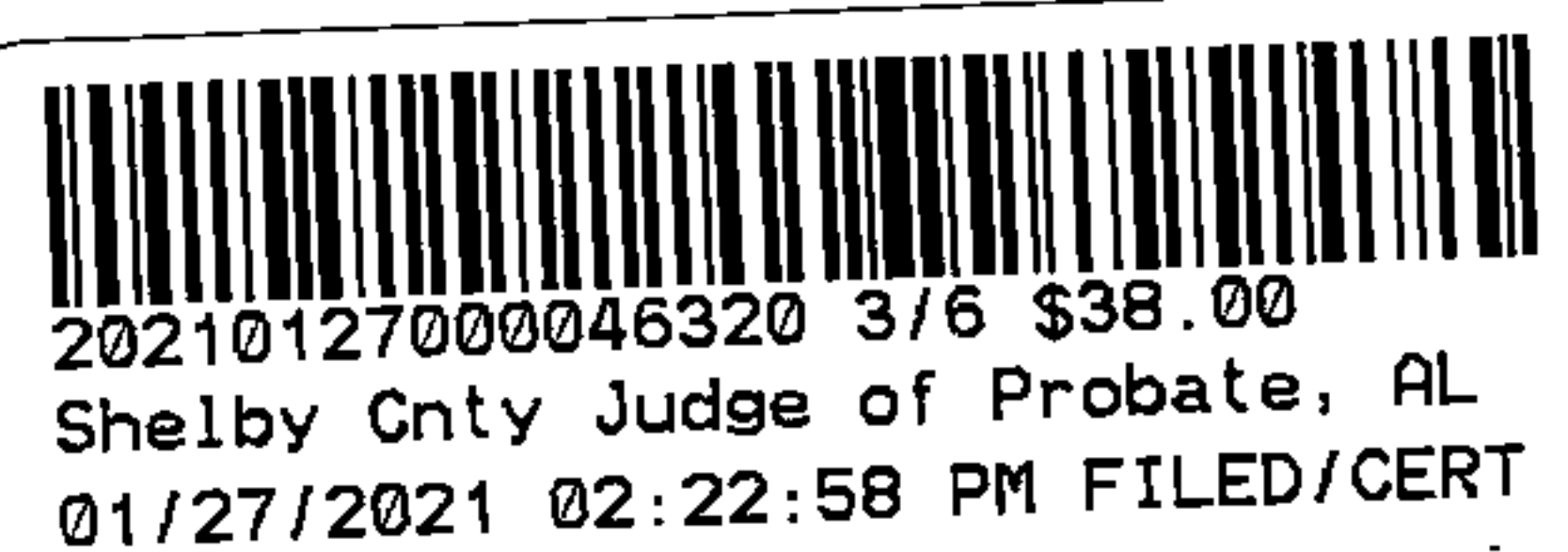
THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to his/her (their) remaining property contiguous 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 12th day of January, 20 21.

CHICOS ENTERPRISES, LLC

Candace Arreola

By: Candace Arreola, As Member



ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that
_____, whose name (s)
_____, signed to the foregoing conveyance, and who _____ known
to me, acknowledged before me on this day that, being informed of the contents of this conveyance,
_____ executed the same voluntarily on the day the
same bears date.

Given under my hand and official seal this _____ day of _____ 20_____.


NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

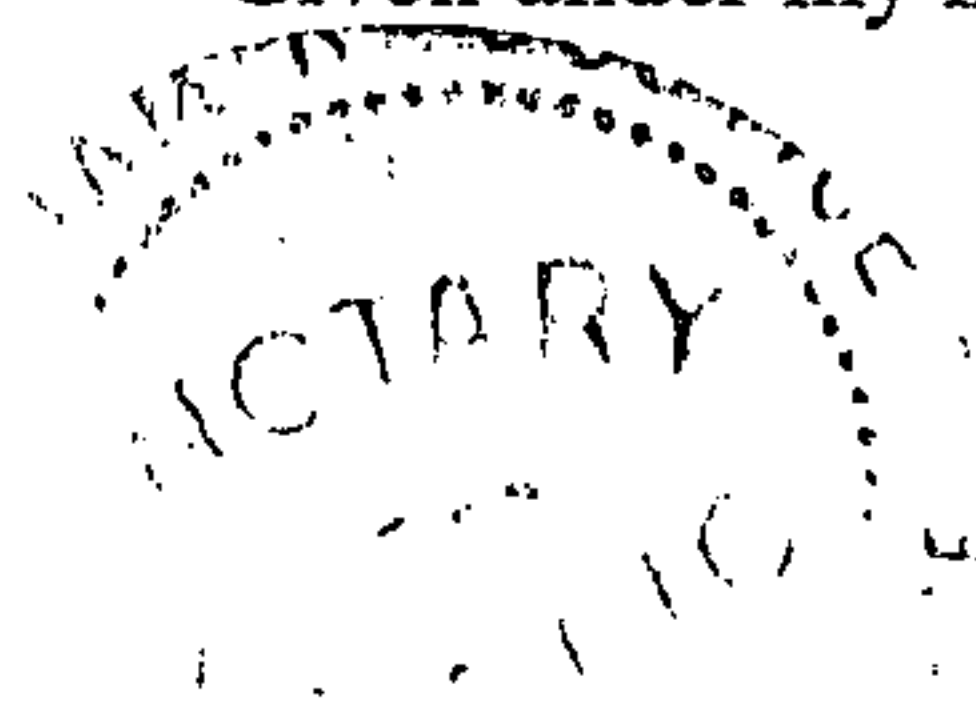
STATE OF ALABAMA

SHELBY County


20210127000046320 4/6 \$38.00
Shelby Cnty Judge of Probate, AL
01/27/2021 02:22:58 PM FILED/CERT

I, William R. Justice, a Notary Public in and for said County, in said State,
hereby certify that Candace Arreola whose name as
Member of the Chicos Enterprises, LLC Company, a corporation, 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 this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the
act of said corporation.

Given under my hand this 12th day of January, A.D., 2021.



William R Justice
Official Title Notary public

to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

County of _____
I, _____
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 _____, 20____,
and duly recorded in Deed Record
page _____
Dated _____ day of _____ 20_____.

Judge of Probate

County, Alabama.



20210127000046320 5/6 \$38.00
Shelby Cnty Judge of Probate, AL
01/27/2021 02:22:58 PM FILED/CERT

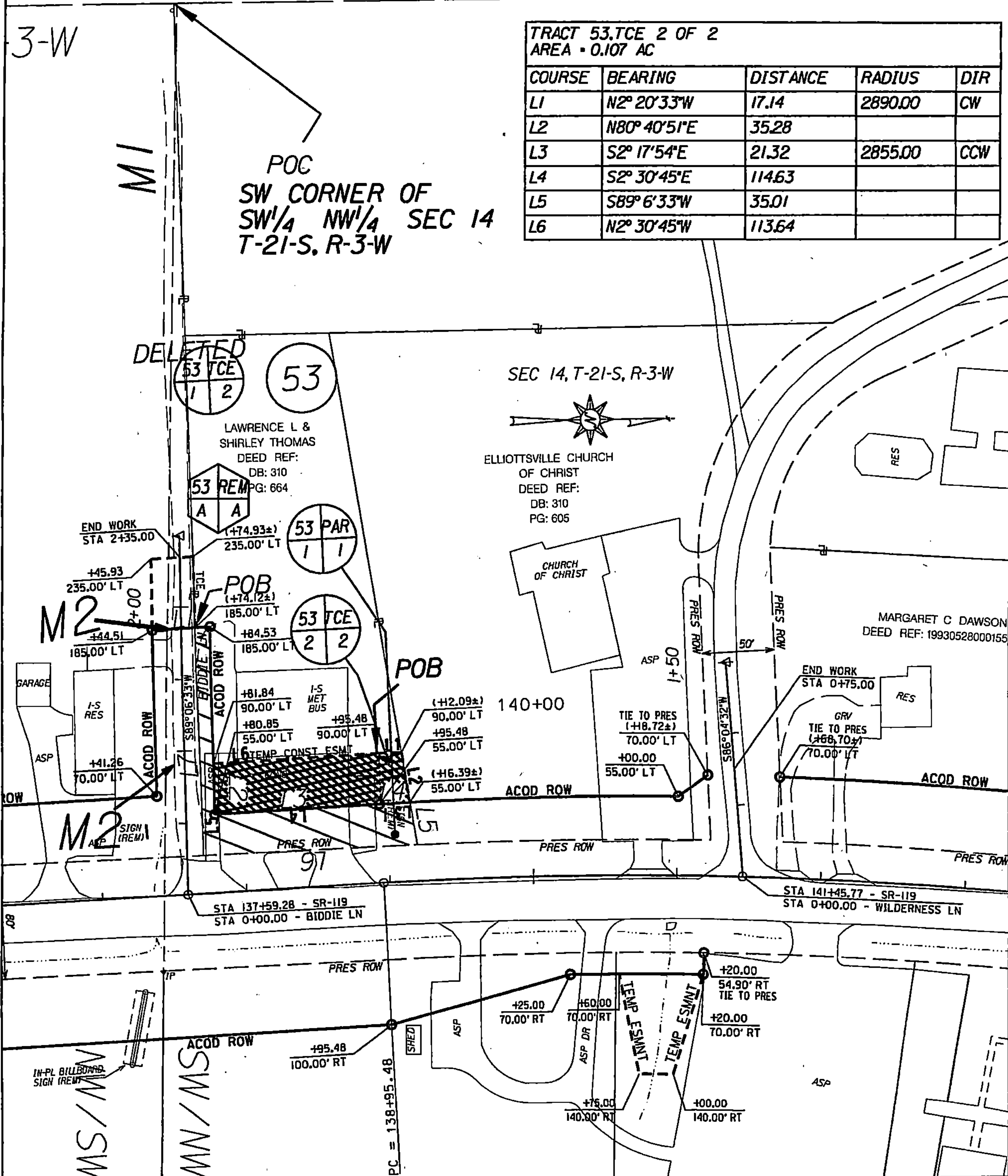
\$FILES\$

TRACT 53.PAR 1 OF 1				
AREA = 0.127 AC				
COURSE	BEARING	DISTANCE	RADIUS	DIR
L1	N2° 30' 45"W	10.40		
L2	N89° 6' 33"E	130.05		
L3	N2° 30' 45"W	114.63		
L4	N2° 17' 54"W	21.32	2855.00	CW
L5	N80° 40' 51"E	30.11		
L6	S1° 50' 10"E	148.81		
L7	S88° 24' 46"W	158.24		

3-W

3-W

TRACT 53.TCE 2 OF 2				
AREA = 0.107 AC				
COURSE	BEARING	DISTANCE	RADIUS	DIR
L1	N2° 20' 33"W	17.14	2890.00	CW
L2	N80° 40' 51"E	35.28		
L3	S2° 17' 54"E	21.32	2855.00	CCW
L4	S2° 30' 45"E	114.63		
L5	S89° 6' 33"W	35.01		
L6	N2° 30' 45"W	113.64		



Tract #:		53	Scale:		1" = 100'
Grantor(s)		Thomas Lawrence L & Shirley	State:		Alabama
Total Before:		1.031 AC	County:		SHELBY
Total Acquired:		0.127 AC	Project:		STPBH-0119(510)
Total Remainder:		0.904 AC	CPMS #:		100061286
Total TCE:		0.107 AC	Date:		21-Feb-20
			Sketch:		1 of 1

THIS IS NOT A BOUNDARY SURVEY

Real Estate Sales Validation Form

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

Grantor's Name : Chicos Enterprises, LLC

Grantee's Name: State of Alabama Department of Transportation

Mailing Address P O Box 382375
Alabaster, AL 35007

Mailing Address: P O Box 2745
Birmingham, AL 35202-2745

Property Address: Hwy 119
Alabaster, AL 35007

Date of Sale 1/12/21
Total Purchase Price \$ 140,000.00

or

Actual Value \$ _____

or

Assessor's Market Value \$ _____

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
☒ Closing Statement

☐ Appraisal
☐ Other –

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

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).

I 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 1/12/21

Sign Candace Arreola
(Grantor/Grantee/Owner/Agent) circle one

Print Candace Arreola, Agent

☐ Unattested

(Verified by)

