

20211006000487330 1/13 \$59.00
Shelby Cnty Judge of Probate, AL
10/06/2021 10:31:13 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:
HagerCO LLC
1025 Montgomery Highway, Suite 110
Birmingham, AL 35216

Apple of North Alabama, Inc.
601 Vestavia Parkway
Birmingham, AL 35216

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$ 10.00) cash in hand paid by the City of Chelsea, Alabama (the “City”) and other good and valuable consideration as set forth below, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the City, its successors and assigns, a right-of-way for the use as a Public Roadway and Public Utilities, including the installation and maintenance of facilities, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, on certain property located in Shelby County and more particularly described on Exhibit A (the “Property”).

For the consideration aforesaid and below, the undersigned does grant, bargain, sell and convey unto said City the right and privilege of a perpetual use of the Property for such public purpose, together with the right of ingress to and egress from the Property and the right to cut and keep clear all undergrowth and other obstructions on the within the ____ (___) foot area owned by the undersigned adjacent to each side of the Property (the “Adjacent Property”) when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction or the placement of spoil or fill dirt or heavy equipment or heavy objects on the Property without the written permission of the City; provided that (i) the right to clear shall be exercised in a good and workmanlike manner and shall not result in a reduction in the value, or adversely affect the operations of the Adjacent Property, as it may be improved from time to time; (ii) the City agrees to repair all damage to the Adjacent Property in connection with the exercise of such rights promptly; and (iii) upon completion of the Required Improvements (as defined below) on the Property, the City agrees to accept all maintenance responsibilities with respect to the Property and the Required Improvements.

In consideration of the foregoing, the City agrees to construct, or cause to be constructed, at its cost and expense, the improvements (the “Required Improvements”) described on



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Exhibit B, which Required Improvements shall be completed on or before December 31, 2022 substantially in accordance with the drawings attached hereto as Exhibit C.

The undersigned covenants to the City that the undersigned has fee-simple to the Property and has the good right to sell and to convey the Property free from all encumbrances not shown on the public records of Shelby County, Alabama and that the undersigned will warrant and defend against the lawful claims of all persons claiming by, through or under the undersigned, but not further or otherwise.

[Signature appears on following page.]



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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
all on this 27th day of September, 2021.

Apple of North Alabama, Inc.

By: Charles D. Galloway, CEO

STATE OF ALABAMA)

Jefferson COUNTY)

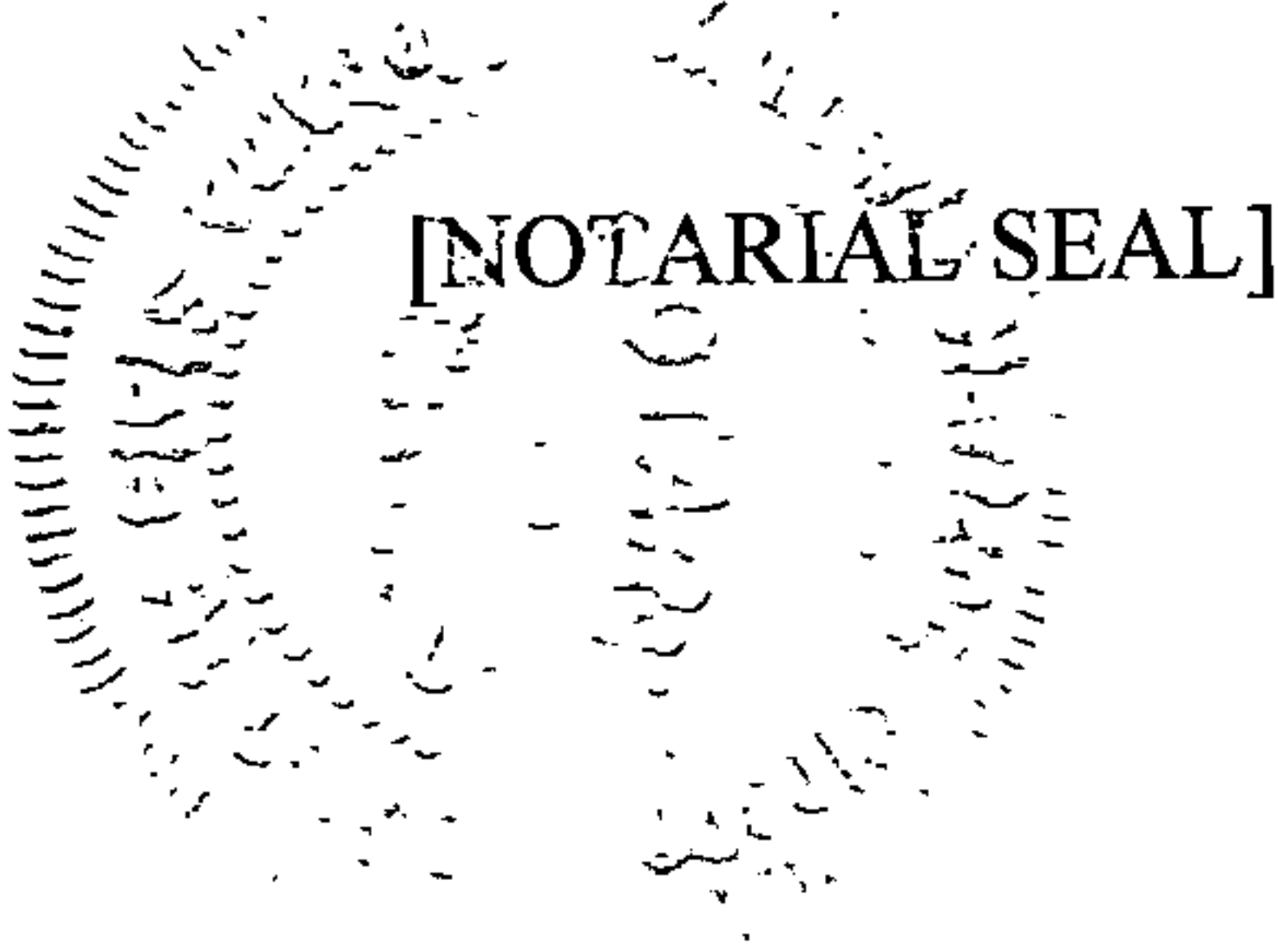
I, Kimberly H Gibson the undersigned authority, in and for said County, in said State, hereby certify that Charles D. Galloway, whose name is signed to the foregoing conveyance as CFO of Apple of North Alabama, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, has executed the same voluntarily and with full authority of with on the day the same bears date.

Given under my hand and official seal, this 27th day of September, 2021

Notary Public

My Commission Expires: _____

KIMBERLY HARTZOG GIBSON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 05/13/23





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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
all on this 30th day of September, 2021.

City of Chelsea, Alabama

By:

Title:

MAYOR

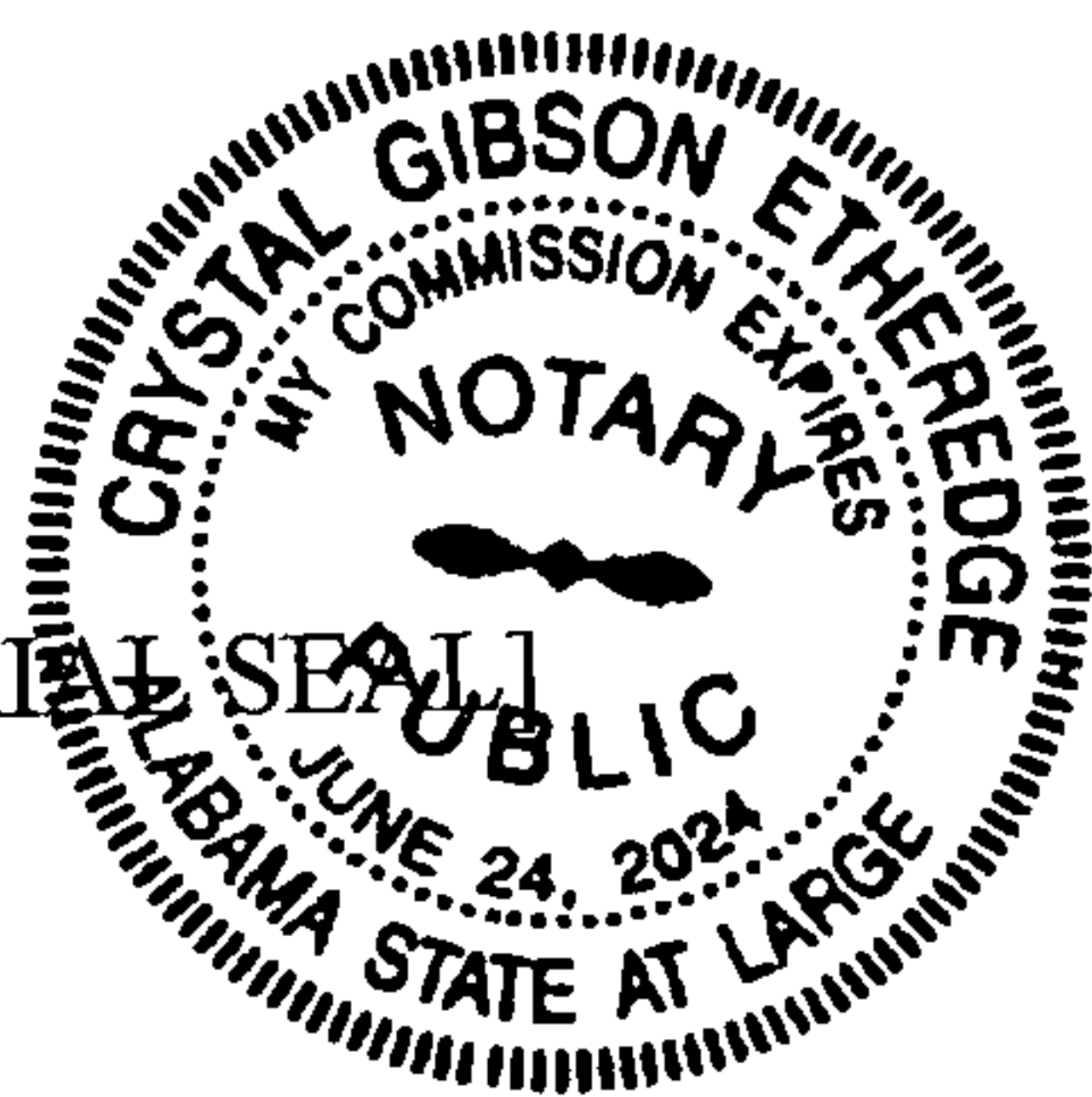
STATE OF ALABAMA)

Shelby COUNTY)

I, Crystal Etheredge the undersigned authority, in and for said County, in said State,
hereby certify that Tony Pickens, whose name is signed to the foregoing conveyance
as MAYOR, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, has executed the same voluntarily and
with full authority of with on the day the same bears date.

Given under my hand and official seal, this 30th day of September, 2021

[NOTARIAL SEAL]



Notary Public

My Commission Expires:

6/24/24



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EXHIBIT A

STATE OF ALABAMA
COUNTY OF SHELBY

Begin at the NE Corner of Lot 1, according to Map Book 40, Page 51 in the probate office for Shelby County, Alabama, also a point on the Right of Way for Chesser Plantation Lane, a public Road) also a point on a curve to the right with a radius of 430.00', with a chord bearing of N 43°39'24" E, and with a chord length of 22.86', thence along said right of way and along the arc of said curve 22.86'; thence N 49°10'31" W for a distance of 48.18 feet to the point of Curve to the left with a radius of 182.49', with a chord bearing of N 63°25'09" W, and with a chord length of 89.81'; thence along the arc of said curve 90.74'; thence N 77°39'46" W for a distance of 275.20 feet to a point on the western boundary of Lot 2A (MB 40, Page 124 - Shelby County, AL); thence S 03°29'27" E along said western boundary for a distance of 18.09 feet; thence S 04°45'29" W for a distance of 32.88 feet; thence S 77°39'46" E for a distance of 265.93 feet to the point of Curve to the right with a radius of 132.49', with a chord bearing of S 63°25'08" E, and with a chord length of 65.20'; thence along the arc of said curve 65.88'; thence S 49°10'31" E for a distance of 47.29 feet to a point on the Right of Way for Chesser Plantation Lane; thence N 40°19'23" E for a distance of 27.17 feet to the point of beginning.

Said Right of Way being, 19,767.3 square feet, or 0.454 acres more or less.



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Exhibit B

Required Improvements

Items to be included in the City project for the Applebee's Project:

1. Remove approximately 20'-0" of Concrete Island Curb on Chesser Plantation Lane and replace with Asphalt pavement to improve the Left turn into the Applebee's Site located on the Property;
2. Remove approximately 35'-0" of existing Curb and gutter at the Applebee's Site on the Property and increase the turning Radius out of the Applebee's Site to the Right to approximately 35' turn radius, repair all pavement to match the new curb.
3. Create a sanitary Sewer service for the Vacant Lots on the Property and Access to the New Sanitary Sewer,
4. Provide access to a new Gas main at the City Property for future connection to the Gas Main.
5. Provide access and Connection to Existing Alabama Power Lines for benefit of Vacant Lots;
6. Provide Access and Connection for Existing and New Water lines for Vacant Lots at Applebee's property adjacent to New Right of Way;

All as more particularly described in the Letter dated September 10, 2021, to the undersigned from HagerCo, LLC, on behalf of the City, a copy of which is attached hereto as Exhibit B-1.



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STATE OF ALABAMA

COUNTY OF SHELBY

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CONSENT AND SUBORDINATION

By its execution of this Consent and Subordination, the undersigned Lender hereby consents to, subordinates to and approves that certain Right of Way Deed made by APPLE OF NORTH ALABAMA, INC., an Alabama corporation (the “**Declarant**”) dated _____, ____ 2021 (the “**Deed**”), to which a copy of this Consent and Subordination is attached.

The undersigned Lender is the holder of that certain Mortgage, Assignment of Lease and Rents and Fixture Filing dated May 28, 2010, recorded on June 15, 2010, as instrument number 20100615000189760, Shelby County, Alabama Records (the “**Mortgage**”). The Lender hereby subordinates its security interests under the Mortgage to the terms and conditions of the Deed. The security and encumbrance of the Mortgage shall be and are hereby made subject and subordinate to the Agreement and nothing contained in the Mortgage shall affect, alter or modify in any manner whatsoever the terms and conditions of the Deed. This Consent and Subordination shall be binding on Lender and its successors and assigns with respect to the Consent and Subordination.

[Signature appears on following page.]



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Executed this 27th day of September, 2021.

LENDER:

REGIONS BANK, as Administrative Agent

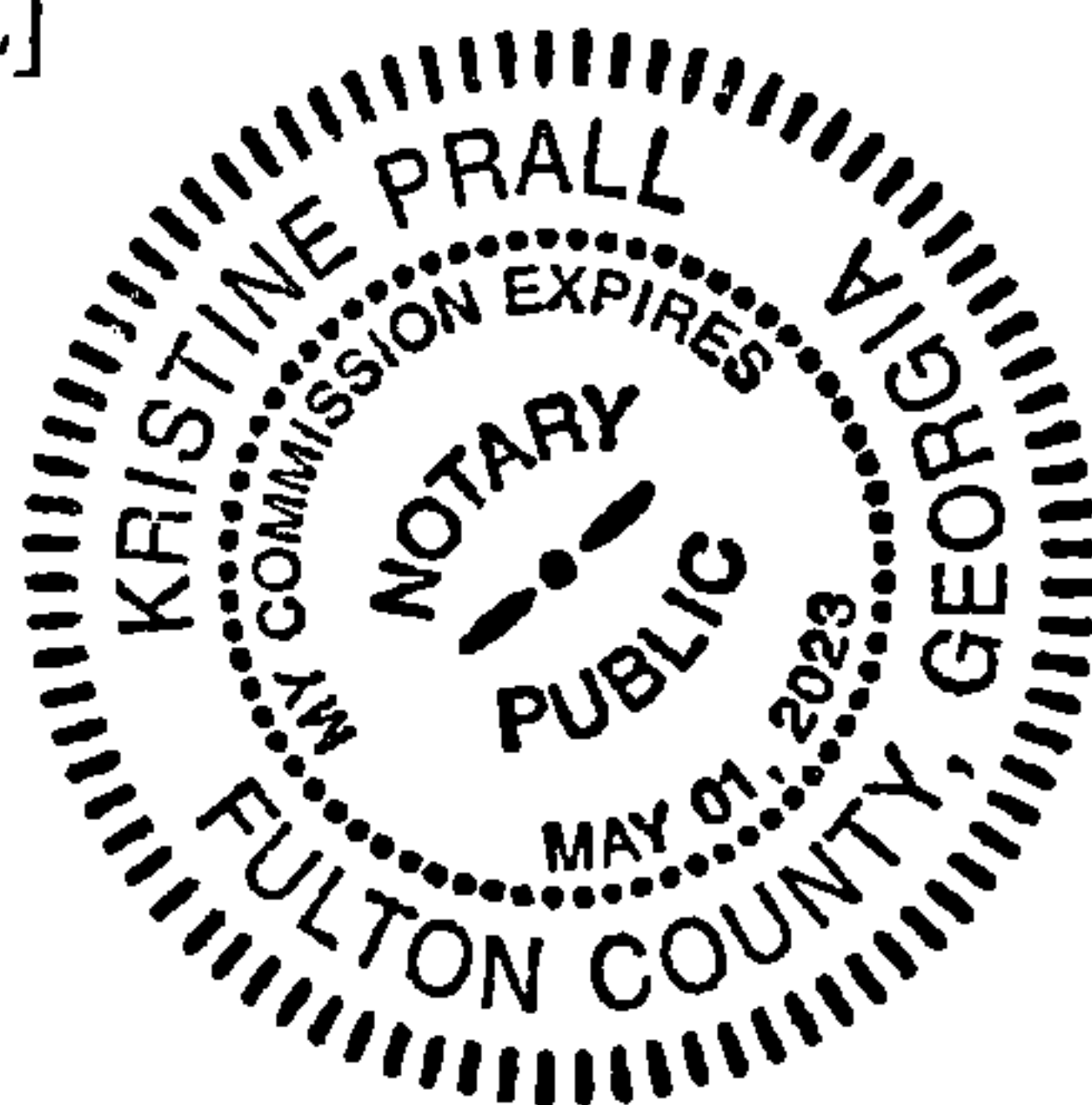
By: [Signature]
Print Name: Jay Sim
Its: Director

STATE OF Georgia)
)
COUNTY OF Fulton)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jay Sim whose name as Director of Regions Bank, a _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such Director and with full authority, executed the same voluntarily for and as the act of Regions Bank.

Given under my hand and seal this the 27th day of September, 2021.

[SEAL]



[Signature]
Notary Public

My Commission Expires: May 1, 2023

HagerCo, LLC



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Keith L. Hager, PE

AL No. 24699

* September 10, 2021 *

Kurt Guttshall, Chief Executive Officer
Quality Restaurant Concepts
601 Vestavia Pkwy * Suite 1000
Birmingham, AL 35216

**RE: City Of Chelsea – Business Park and Street Scape Project
Proposed Right of Way**

Dear Kurt,

As per our meeting and conversations, Please find enclosed a summary of the proposal from the City in order to interconnect the roadways for the New City Project.

Chelsea Business Park: The Project includes placing a new Roadway, utilities, fountain, sidewalk, and landscape to create a professional, and technology park. As a part of the project, the City desires to create a street scape with some limited walkability which would begin at tractor supply area, and follow Chesser Road, to Plantation Lane. This would be the first phase of that. As we discussed, 280 will be very difficult to have the street scape look, however this is a good alternative and the City is working on long term plans for sidewalks, landscape and lights and this will be the first phase. We would very much like your property to be interconnected and to and a part of the area. That would include your current Applebees development, and also the two vacant lots.

In order to connect the areas, we would like to connect our project to your existing access drive. We would also request to place a new gravity sewer line along that access drive to serve the areas, but also would serve your vacant lots. It is our vision, that creating this interconnectivity would draw our retail and entertainment traffic which would benefit all in the area.

Request: The City would respectfully request for your group to grant a right of way which would create a public street in the area of your access Drive. While the area would become right of way, the looks, existing pavement islands, access, and parking would not change. By making the Drive a public roadway, the City would have the ability and the responsibility to maintain all pavement, curbs, islands, and storm drainage for the areas. Within that right of way. Also creating this right of way, will allow us to legally install public utilities which would serve all properties.

Address:
1025 Montgomery Hwy, Suite 110
Birmingham, AL 35216

Contact:
205.229.1738
keithlhager@icloud.com



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BENEFITS: We believe that this project is the best design for the areas and the best way to interconnect the areas. All properties will benefit as the street scape is created. The City also will be actively recruiting new businesses to the new technology park, and as developed, the daily traffic should increase making this a benefit for your business. The New sanitary sewer would also benefit your vacant lots as they could tie on to the public utility at which time those lots develop. The most obvious advantage of the proposal is the City would have the responsibility to maintain the pavement and curb in the area, and keep in good working order, like all other City Streets.

As we discussed, the City will install the utilities along the new right of way which can be used for future development. The City will install sanitary sewer (SWWC), and we will stub Gas and Water to areas which could be used for connection to the vacant lots via the right of way.

At the intersection of Chesser Plantation Lane and your access road, the City will direct its contractors to remove approximately 20' of the concrete island and replace with asphalt pavement; and direct its contractor to remove approx., 25' of curb and gutter on the NW side of the intersection and increase the radius to approximately 35' to Back of the Curb and repair the pavement to allow for a wider turn path out to the right in hopes of improving the access of the new City Street. The Concept of the Changes are shown on the sketch attached.

Subject to Exhibit A attached to the Right of Way Document.

NEXT STEPS: I have prepared a sample right of way deed document the City has used, and created a drawing, and a legal description for the proposed right of way. I have also prepared a right of way documents which could be used to dedicate the right of way and the City can make that a public roadway. To proceed all that would be required would be to sign and notarize the right of way deed, and I will pick up and record in probate. The Council would then pass a resolution to accept the roadway as public.

ALTERANTIVE: As an alternative, we could set up the drive as an access easement in which case you would retain fee simple ownership of the property and allow the interconnectivity. While we feel like the Right of Way would make the installation of utilities more typical, the easement would be for the same areas, and would be a possible alternative.



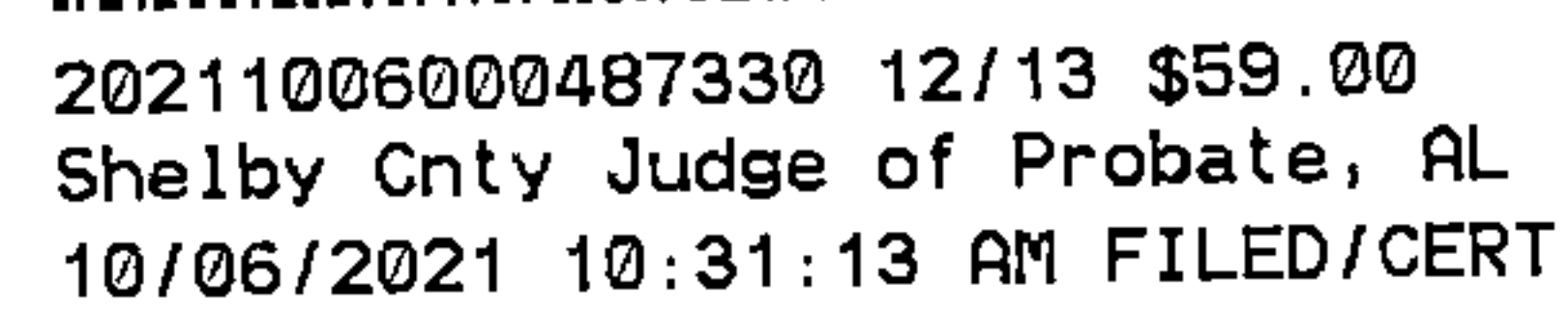
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SCHEDULE: As we discussed, we have selected a contractor for our project and we are on site working now, on other areas. We would mobilize quickly and will not disrupt your operations with our proposal.

I am a consultant for the City, so all decisions are made by the City, Mayor and Council, however they have empowered me to discuss with your team, and answer questions as to the vision of the projects. I will be happy to meet with you and we can include the mayor as you may want. Please call me if you have any questions. 205-229-1738 is my direct phone.

Submitted By:
HagerCo, LLC

Keith L. Hager

[illegible]



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