

THIS INSTRUMENT PREPARED BY
LUKE W. CLARKE
ATKINS
1500 URBAN CENTER DRIVE
SUITE 210
VESTAVIA HILLS, AL 35242

STATE OF ALABAMA

COUNTY OF SHELBY

PROJECT NO. IMD-STPBH-7112(602)
CPMS PROJ. NO. 100046237
TRACT NO. 7
DATE: 02/22/2022

**FEE SIMPLE
WARRANTY DEED**



20230713000209430 1/7 \$41.00
Shelby Cnty Judge of Probate, AL
07/13/2023 12:11:27 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ~~Two Hundred Sixty Seven Thousand Three Hundred~~ Twenty and No/100 dollar(s), cash in hand paid to the undersigned by Shelby County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), Mutual Savings Credit Union, a corporation have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto Shelby County the following described property and as also 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:

A part of the SE ¼ of SW ¼, Section 30, Township 19 South, Range 2 West, identified as Tract No. 7 on Project No IMD-STPBH-7112(602) in Shelby County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the Northwest corner of the SE ¼ of the SW ¼ of Section 30, Township 19 South, Range 2 West;

thence easterly and along the quarter section line a distance of 369 feet more or less to a point on the present right-of-way line of Business Center Drive;

thence south along said present right-of-way line a distance of 376 feet more or less to a point on the acquired right-of-way line (said point perpendicular to the Business Center Drive centerline at Station 11+22.48 RT) also being the point of beginning;

thence N 89°38'31" E along the acquired right-of-way line a distance of 72.21 feet to a point on the acquired right-of-way line (said point offset 48.26 feet left and perpendicular to the project centerline at Station 103+55.00);

thence N 61°56'51" E along the acquired right-of-way line a distance of 39.61 feet to a point on the acquired right-of-way line (said point offset 45.00 feet left and perpendicular to the project centerline at PC Station 103+94.48);

thence N 57°46'52" E along the acquired right-of-way line and along the arc of said curve a distance of 156.40 feet (a curve to the right having a chord bearing N 57°46'52" E, a distance of 156.40 feet and a radius of 8045.00 feet) to a point on the acquired right-of-way line (said point offset 45.00 feet left and perpendicular to the project centerline at station 105+50.00);



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FORM ROW-4
Rev 10/09

thence N 54°48'54" E along the acquired right-of-way line a distance of 75.61 feet to a point on the acquired right-of-way line (said point offset 50.00 feet left and perpendicular to the project centerline at Station 106+25.00);

thence along the acquired right-of-way line and along the arc of said curve a distance of 25.54 feet (a curve to the right having a chord bearing N 58°57'58" E, a distance of 25.54 feet and a radius of 8050.00 feet) to a point on the grantor's east property line.

thence S 00°21'21" E along the grantor's said property line a distance of 19.99 feet to a point on the present northerly right-of-way line of Valleydale Road;

thence S 57°14'31" W along said present right-of-way line a distance of 349.66 feet to a point on the present northeast right-of-way taper to Business Center Drive;

thence N 61°33'36" W along said present right-of-way taper a distance of 33.06 feet to a point on the present east right-of-way line of Business Center Drive;

thence N 00°15'54" W along said present right-of-way line a distance of 34.24 feet to the point and place of beginning, containing 0.174 acre(s), more or less.

Temporary Construction Easement 1 of 1:

Beginning at a point on the present right-of-way line of Business Center Drive and a point on the acquired right-of-way line (said point perpendicular to the Business Center Drive centerline at Station 11+22.48 RT);

thence N 00°15'54" W along said present east right-of-way line a distance of 12.52 feet to a point on the required easement line (said point perpendicular to the Business Center Drive centerline at Station 11+35.00 RT);

thence S 88°05'13" E along the required easement line a distance of 65.95 feet to a point on the required easement line (said point offset 60.00 feet left and perpendicular to the project centerline at Station 103+55.00);

thence N 64°26'34" E along the required easement line a distance of 39.79 feet to a point on the required easement line (said point offset 55.00 feet left and perpendicular to the project centerline at PC Station 103+94.48);

thence along the required easement line and along the arc of said curve a distance of 260.62 feet (a curve to the right having a chord bearing N 58°09'04" E, a distance of 260.61 feet and a radius of 8055.00 feet) to a point on the grantor's east property line;

thence S 00°21'21" E along the grantor's said property line a distance of 5.81 feet to a point on the acquired right-of-way line (said line offset 50.00 feet left and parallel to the project centerline at Station 106+25.00 and a point offset 50.00 feet left and perpendicular to the project centerline);

thence along the acquired right-of-way line and along the arc of said curve a distance of 25.54 feet (a curve to the left having a chord bearing S 58°57'58" W, a distance of 25.54 feet and a radius of 8050.00 feet) to a point on the acquired right-of-way line (said point offset 50.00 feet left and perpendicular to the project centerline at Station 106+25.00);

thence S 54°48'54" W along the acquired right-of-way line a distance of 75.61 feet to a point on the acquired right-of-way line (said point offset 45.00 feet left and perpendicular to the project centerline at Station 105+50.00);

thence along the acquired right-of-way line and along the arc of said curve a distance of 156.40 feet (a curve to the left having a chord bearing S 57°46'52" W, a distance of 156.40 feet and a radius of 8045.00 feet) to a point on the acquired right-of-way line (said point offset 45.00 feet left and perpendicular to the project centerline at PC Station 103+94.48);

thence S 61°56'51" W along the acquired right-of-way line a distance of 39.61 feet to a point on the acquired right-of-way line (said point offset 48.26 feet left and perpendicular to the project centerline at Station 103+55.00);

thence S 89°38'31" W along the acquired right-of-way line a distance of 72.21 feet to the point and place of beginning, containing 0.079 acre(s), more or less.

The temporary easements are for a period of 3 years, or until the completion of the highway widening project, whichever is later. It is expressly understood that all rights, title and interest to the above-described temporary construction easements shall revert to the grantor(s) upon completion of said project.



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TO HAVE AND TO HOLD, unto Shelby County, 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
Shelby County 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 Shelby County 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
12 day of July, 2023.

Mutual Savings Credit Union, a corporation


BY: Kendall Speed, as CEO/President

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby



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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kendall Speed, as CEO/President of Mutual Savings Credit Union, 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 the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

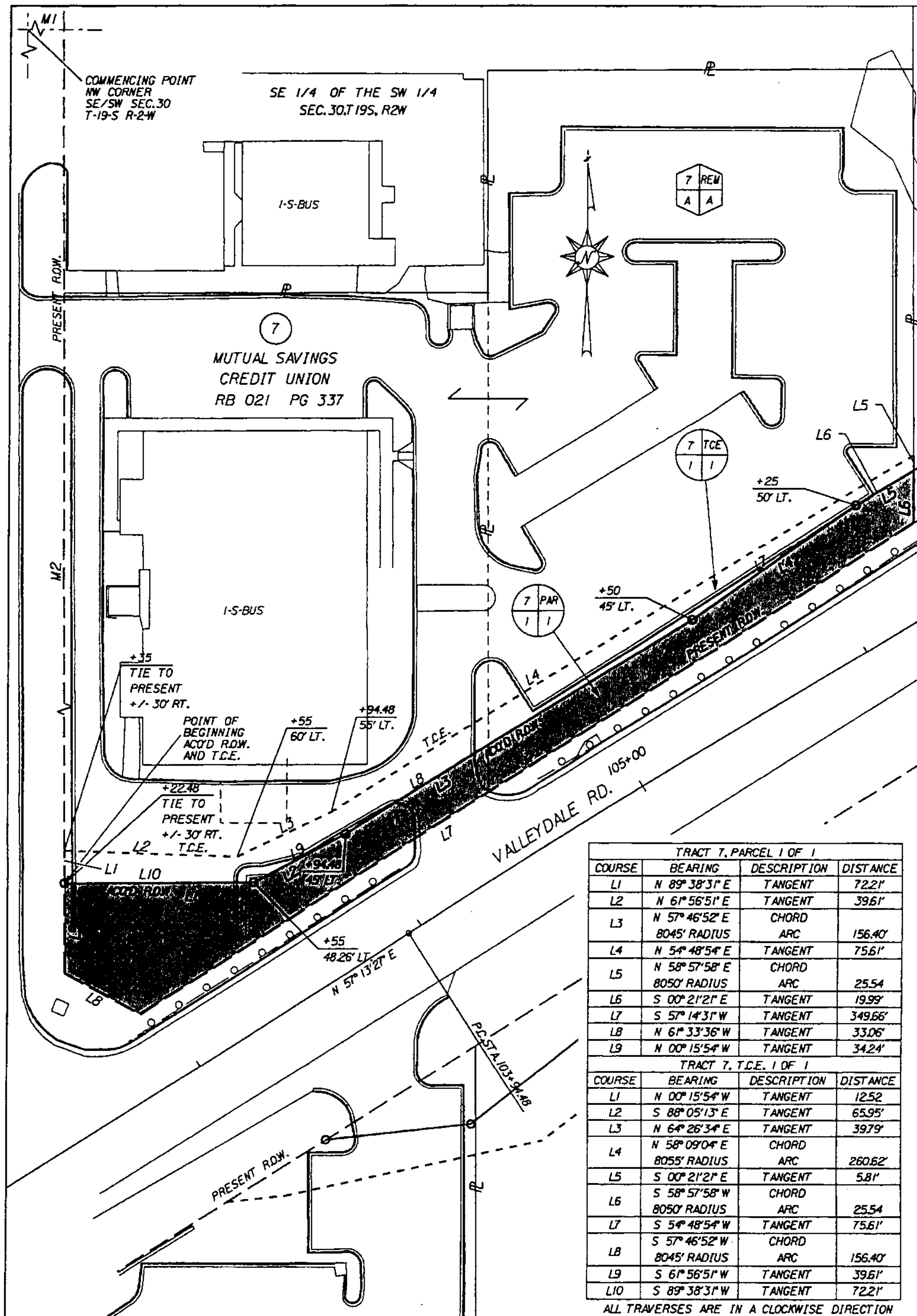
Given under my hand and official seal the 12th day of July, 2023.


Notary Public

My Commission Expires: 5/4/24



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TRACT : NO. 7

OWNER : MUTUAL SAVINGS CREDIT UNION

	ACRES
BEFORE ACREAGE	1.741
TOTAL ACQUIRED	0.174
REMAINDER	1.567
T.C.E.	0.079

CITY OF HOOVER

PROJECT NUMBER : IMD-STPBH-7112(602)
SHELBY COUNTY, ALABAMA
CPSM #100046237

SCALE - 1" = 50'

DATE: 02-22-2022

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Mutual Savings Credit Union Grantee's Name Shelby County, AL
Mailing Address 2040 Valleydale Road Mailing Address 280 McDow Road
Birmingham, AL 35243 Columbiana, AL 35051

Property Address Valleydale Road Date of Sale _____
Birmingham, AL Total Purchase Price \$ 267,320.00
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 ☐ Appraisal
☐ Sales Contract ☐ Other
☒ Closing Statement

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 7/12/23 Mutual Savings Credit Union by Kendall Speed, CEO/Pres.
Print Kendall Speed
Unattested Sign [Signature]
(verified by) (Grantor/Grantee/Owner/Agent) circle one

Form RT-1