

Statement and Claim of Mechanic's Lien

State of Alabama,

County of Shelby

20231206000352770 1/12 \$55.00
Shelby Cnty Judge of Probate, AL
12/06/2023 03:45:01 PM FILED/CERT

Barry Davis Architects, P.C. files this statement in writing, verified by the oath of Barry Davis, its president, who has personal knowledge of the facts herein set forth:

That said Barry Davis Architects, P.C. of 1 Riverchase Ridge, Suite 102, Birmingham, Alabama, 35244 claims a lien upon the following property, situated in Shelby County, Alabama, to wit:

1757 Fourteenth Street, Calera, Alabama, 35040 which is more legally described as Parcels 28-5-21-3-301-029.000, 28-5-21-3-301-030.000, and 28-5-21-3-301-031.000 (see attached document).

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure indebtedness of \$47,374.00 with interest, from services provided July 10, 2023 through and including November 8, 2023, for Architectural services, including Surveying and Engineering.

The name of the Owner of the said property is South Shelby Early Learning Center, LLC, 1757 Fourteenth Street, Calera, Alabama 35040.

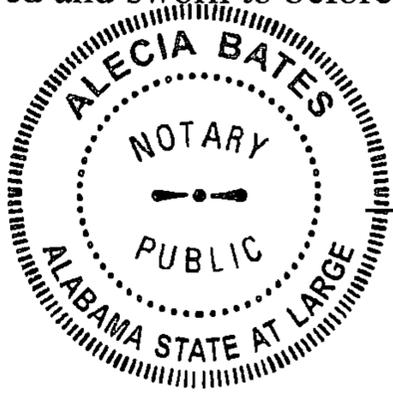
CLAIMANT:

Barry Davis
Barry Davis Architects, P.C.
By: Barry Davis
Its: President

Before me, _____, a notary public for the County of Shelby, State of Alabama, personally appeared Barry Davis for Barry Davis Architects, P.C., Claimant, who being duly sworn, doth depose and say: That he or she has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Barry Davis
By: Barry Davis
Its: President

Subscribed and sworn to before me on this the 6th day of December, 2023, by said Affiant.



Alecia Bates
Notary Public
State of Alabama
My Commission Expires: 04/09/2025



20231206000352770 2/12 \$55.00
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PROPERTY DESCRIPTION (INSTRUMENT NUMBER 20220719000284620)

A PORTION OF LOT 7, BLOCK 1, DUNSTAN'S MAP OF CALERA, LOCATED IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, IN THE CITY OF CALERA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 7, BLOCK 1, DUNSTAN'S MAP OF CALERA; THENCE RUN SOUTH 16 DEGREES 09 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 80.80 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 80 DEGREES 23 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 16 DEGREES 23 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 63.32 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 7; THENCE RUN ALONG THE SOUTHERLY LOT BOUNDARY NORTH 84 DEGREES 16 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST COMER OF LOT 7; THENCE RUN ALONG THE EASTERLY BOUNDARY NORTH 16 DEGREES 09 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

PARCEL I: (NOT A PART OF THIS SURVEY)

LOTS 1, 10, 11, AND 12, BLOCK 2, DUNSTAN'S MAP OF CALERA, LOCATED IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA.

PARCEL II:

LOT 3, IN BLOCK 1, ACCORDING TO J.H. DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA. SAID LOT FRONTS 75 FEET ON COURT STREET AND 65 FEET ON REAR OF LOT, BEING 150 FEET DEED. SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL III:

LOTS 4 AND 5, IN BLOCK 1, ACCORDING TO DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA, RECORDED IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOUTH SHELBY BAPTIST CHURCH AND LEARNING CENTER INC. PARCELS:

PARCEL 1

LOTS 7 AND 8, IN BLOCK 1, ACCORDING TO THE SURVEY OF J.H. DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. AND A STRIP OF LAND OFF THE WEST SIDE OF LOTS 1 AND 2, SAID STRIP BEING 38 FEET WIDE AT ITS NORTH END AND 37 FEET WIDE AT ITS SOUTH END, ALL IN BLOCK 1 ACCORDING TO DUNSTAN'S SURVEY AND MAP OF THE TOWN OF CALERA, ALABAMA, WHICH SAID LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE WEST LINE OF SECTION 21, TOWNSHIP 22, RANGE 2 WEST, WHERE THE SAME CROSSES THE CENTER LINE OF THE SOUTHERN RAILWAY; THENCE NORTH 64 DEGREES EAST ALONG THE CENTER LINE OF SAID RAILWAY 1964.70 FEET; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN 161 FEET TO THE NE CORNER OF LOT 1 IN BLOCK 1 ACCORDING TO DUNSTAN'S SURVEY AND MAP OF CALERA, ALABAMA; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 1, 124 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 13 DEGREES EAST 80 FEET TO THE SOUTH LINE OF LOT 2; THENCE WEST ALONG THE SOUTH LINE OF LOT 2, 37 FEET TO THE EAST LINE OF LOT 7; THENCE SOUTH 13 DEGREES EAST ALONG THE EAST LINE OF LOT 7, A DISTANCE OF 71 FEET TO THE SE CORNER OF LOT 7; THENCE WEST AND ALONG THE SOUTH LINES OF LOTS 7 AND 8, 151 FEET TO THE WEST LINE OF LOT 8; THENCE NORTH 13 DEGREES WEST ALONG THE WEST LINE OF LOT 8, 91 FEET TO THE SOUTH LINE OF RAILROAD AVENUE; THENCE ALONG SAID AVENUE NORTH 64 DEGREES EAST 188 FEET TO THE POINT OF BEGINNING; BEING A PART OF BLOCK 1, ACCORDING TO DUNSTAN'S SURVEY AND MAP OF THE TOWN OF CALERA, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL 2

BEGIN AT THE NORTHEAST COMER OF BLOCK 1, ACCORDING TO DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA, AND RUN THENCE WEST 124 FEET; THENCE SOUTH ACROSS LOTS 1 AND 2, BLOCK 1 TO THE NORTH LINE OF LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 124 FEET TO THE 14TH STREET; THENCE NORTH ALONG THE WEST LINE OF SAID STREET 115 FEET TO THE POINT OF BEGINNING, IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT PROPERTY DESCRIBED IN LNSTRUMENT#20110323000091750

PIERCE PARCELS: (NOT A PART OF THIS SURVEY)

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 27, TOWNSHIP 21 NORTH, RANGE 16 EAST. ALL THAT PART OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER, SECTION 27, TOWNSHIP 21 NORTH, RANGE 16 EAST, LYING SOUTH AND EAST OF KNIGHT'S FERRY PUBLIC ROAD.

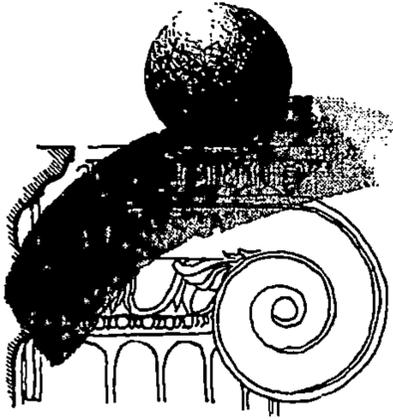
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 Shelby Cnty Judge of Probate, AL
 12/06/2023 03:45:01 PM FILED/CERT



BARRY DAVIS ARCHITECTS, P.C.

November 3, 2023

Wendy Pierce, Owner
 South Shelby Early Learning Center, LLC
 1757 Fourteenth Street
 Calera, Alabama 35040

Re: Calera Pre-K Classroom Building
 Invoice, 65% Construction Documents

Dear Wendy:

We are nearing completion of the Construction Documents. Except for civil engineering, we should complete these within a couple of weeks. At the same time, we will continue to submit preliminary Drawings as we make progress so you can get better, more complete pricing. And when you or your subcontractors or suppliers need more information, you can call or email me. At this point, we still estimate the Construction Cost to be approximately \$1,000,000.

For services rendered to date, please remit the following fee at your earliest convenience:

Total Fee (7.3% of \$1,000,000)	\$73,000.00
Schematic Design	7,300.00
Design Development	10,950.00
Construction Documents	36,500.00 (65%)
Bid/Negotiation	3,650.00
Construction Administration	14,600.00
<u>Expenses (See Attached Tubulation)</u>	<u>11,291.59</u>
Total Fee Plus Expenses Earned to Date	53,266.59
Initial Payment to be Refunded at Completion	2,000.00
<u>Other Payments Received to Date</u>	<u>21,686.29</u>
TOTAL DUE THIS INVOICE	<u>\$31,580.30</u>

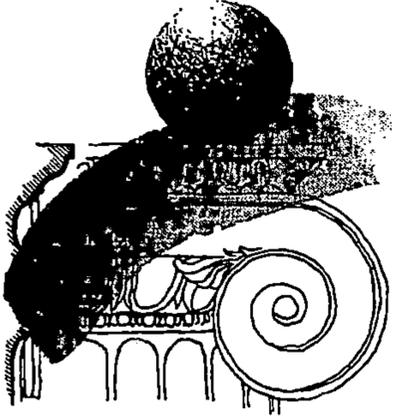
As always, please call if you have any questions or concerns.

Sincerely,

Barry Davis, AIA, NCARB, LEED® AP
 President



20231206000352770 4/12 \$55.00
Shelby Cnty Judge of Probate, AL
12/06/2023 03:45:01 PM FILED/CERT



BARRY DAVIS ARCHITECTS, P.C.

EXPENSES

Calera Pre-K Classroom Building
Project Number 2305
July 10, 2023 - November 3, 2023

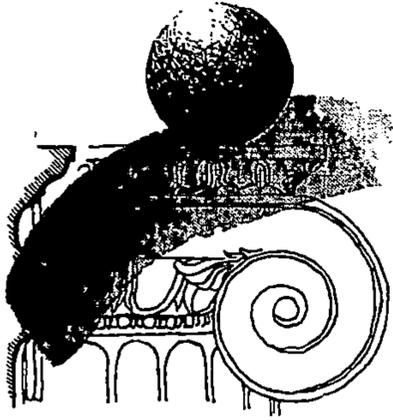
● AIA Document	\$ 118.79
● Survey	11,000.00
● Printing 48 Drawings @ 6 s.f. X 0.60/s.f.	172.80

Total Accrued for 11/3/23 Invoice

\$11,291.59



20231206000352770 5/12 \$55.00
 Shelby Cnty Judge of Probate, AL
 12/06/2023 03:45:01 PM FILED/CERT



BARRY DAVIS ARCHITECTS, P.C.

November 17, 2023

Wendy Pierce, Owner
 South Shelby Early Learning Center, LLC
 1757 Fourteenth Street
 Calera, Alabama 35040

Re: Calera Pre-K Classroom Building
 Invoice, Suspension at 95% Construction Documents

Dear Wendy:

We suspended work on November 8th as directed. At that point, we were 95% complete with the Construction Documents.

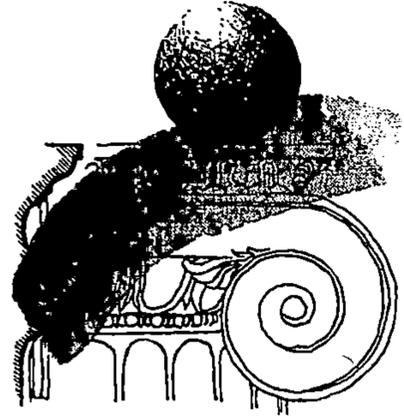
For services rendered to date, please remit the following fee at your earliest convenience:

Total Fee (7.3% of \$1,000,000)	\$73,000.00
Schematic Design	7,300.00
Design Development	10,950.00
Construction Documents	36,500.00 (95%)
Bid/Negotiation	3,650.00
Construction Administration	14,600.00
Termination Fee	1,000.00
<u>Expenses (See Attached Tubulation)</u>	<u>15,006.84</u>
Total Fee Plus Expenses Earned to Date	68,931.84
Initial Payment to be Refunded at Completion	2,000.00
<u>Other Payments Received to Date</u>	<u>21,686.29</u>
TOTAL DUE THIS INVOICE	<u>\$47,245.55</u>

I understand you may wish to resume work at some point in the future; we have saved our work with that in mind. Thank you for allowing us to serve as your Architect. As always, please call if you have any questions or concerns.

Sincerely,

Barry Davis, AIA, NCARB, LEED® AP
 President



BARRY DAVIS ARCHITECTS, P.C.



20231206000352770 6/12 \$55.00
Shelby Cnty Judge of Probate, AL
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EXPENSES

Calera Pre-K Classroom Building
Project Number 2305
July 10, 2023 - November 8, 2023
(Work was Suspended on November 8th)

● AIA Document	\$ 118.79
● Survey	11,000.00
● Civil Engineering	3,715.25
● Printing 48 Drawings @ 6 s.f. X 0.60/s.f.	172.80

Total Accrued for 11/17/23 Invoice

\$15,006.84



20231206000352770 7/12 \$55.00
Shelby Cnty Judge of Probate, AL
12/06/2023 03:45:01 PM FILED/CERT

Barry Davis

From: Barry Davis <Barry@BarryDavisArchitects.com>
Sent: Friday, November 17, 2023 8:21 AM
To: 'South Shelby'
Cc: 'absoluteperce@aol.com'
Subject: FW: Invoice 3

Wendy:

Just a friendly reminder: We have not yet received payment for our invoice dated November 3rd (below). If you have already mailed the check, please disregard this message.

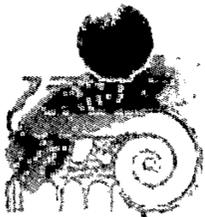
Thanks.

Barry Davis, AIA, NCARB, LEED AP
President

BARRY DAVIS ARCHITECTS, P.C.

<http://www.BarryDavisArchitects.com>

One Riverchase Ridge, Suite 102
Birmingham, Alabama 35244
(205)444-1112



From: Barry Davis [mailto:Barry@BarryDavisArchitects.com]
Sent: Friday, November 03, 2023 4:35 PM
To: 'South Shelby' <southshelby@bellsouth.net>
Cc: 'absoluteperce@aol.com' <absoluteperce@aol.com>
Subject: Invoice 3



Invoice 3.PDF

Wendy:

Our third invoice is attached. Note that this includes the remainder of Design Development and the survey as well as 65% of Construction Documents.

Please call or email if you have any questions or concerns.



20231206000352770 8/12 \$55.00
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12/06/2023 03:45:01 PM FILED/CERT

Barry Davis

From: Barry Davis <Barry@BarryDavisArchitects.com>
Sent: Wednesday, November 29, 2023 12:43 PM
To: 'South Shelby'
Cc: 'absoluteperce@aol.com'
Subject: Calera Pre-K Classroom Building Invoices 3 & 4



Invoice 3.PDF



Invoice 4.PDF

Wendy:

I tried to call you yesterday, but was unable to get through. Also, some of my emails appear to have mysteriously “bounced back” to me. I wanted to make sure you have both Invoice 3 and Invoice 4 (initially submitted November 3rd and November 17th, respectively) and see if you have any questions about them.

Please call to discuss.

Thanks.

Barry Davis, AIA, NCARB, LEED AP
President

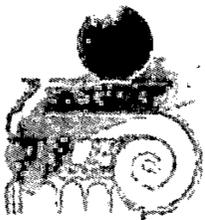
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(205)444-1112





20231206000352770 9/12 \$55.00
Shelby Cnty Judge of Probate, AL
12/06/2023 03:45:01 PM FILED/CERT

Barry Davis

From: South Shelby <southshelby@bellsouth.net>
Sent: Wednesday, November 29, 2023 1:20 PM
To: Barry Davis
Subject: Re: Calera Pre-K Classroom Building Invoices 3 & 4

Yes both are received thank you!

Sent from AT&T Yahoo Mail for iPhone

On Wednesday, November 29, 2023, 12:43 PM, Barry Davis <Barry@BarryDavisArchitects.com> wrote:

Wendy:

I tried to call you yesterday, but was unable to get through. Also, some of my emails appear to have mysteriously "bounced back" to me. I wanted to make sure you have both Invoice 3 and Invoice 4 (initially submitted November 3rd and November 17th, respectively) and see if you have any questions about them.

Please call to discuss.

Thanks.

Barry Davis, AIA, NCARB, LEED AP
President

BARRY DAVIS ARCHITECTS, P.C.
<http://www.BarryDavisArchitects.com> <<http://www.barrydavisarchitects.com/>>
One Riverchase Ridge, Suite 102
Birmingham, Alabama 35244
(205)444-1112



20231206000352770 10/12 \$55.00
Shelby Cnty Judge of Probate, AL
12/06/2023 03:45:01 PM FILED/CERT

Barry Davis

From: Barry Davis <Barry@BarryDavisArchitects.com>
Sent: Monday, December 04, 2023 6:39 AM
To: 'South Shelby'
Cc: 'absoluteperce@aol.com'; 'jan@barrydavisarchitects.com'
Subject: Interest on Unpaid Invoices

Wendy:

Interest began to accrue on November 19th on the unpaid balance of Invoice 3 dated November 3, 2023. Interest began to accrue yesterday on the unpaid balance of Invoice 4 dated November 17, 2023.

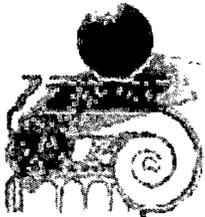
Please call to discuss.

Barry Davis, AIA, NCARB, LEED AP
President

BARRY DAVIS ARCHITECTS, P.C.

<http://www.BarryDavisArchitects.com>

One Riverchase Ridge, Suite 102
Birmingham, Alabama 35244
(205)444-1112





20231206000352770 11/12 \$55.00
 Shelby Cnty Judge of Probate, AL
 12/06/2023 03:45:01 PM FILED/CERT

Barry Davis

From: Barry Davis <Barry@BarryDavisArchitects.com>
Sent: Monday, December 04, 2023 10:45 AM
To: 'South Shelby'
Cc: 'absoluteperce@aol.com'; 'jan@barrydavisarchitects.com'
Subject: RE: Interest on Unpaid Invoices

Wendy:

The following is a breakdown of services completed between November 3rd and November 8th:

Construction Documents progressed from 65% to 95%	\$10,950.00
Civil Engineering progressed to 28%	3,715.25

Note that the Construction Documents were more complete than 65% on November 3rd, but we only invoiced for 65% because that was all we presented during our review on October 24th. Also, given Jeremy's desire to have Construction Documents ready to get final prices and to submit to the Building Official for permitting by early December, we resumed our work immediately after that meeting and re-doubled our efforts to make that deadline. We would have made that deadline had we not suspended work on November 3rd.

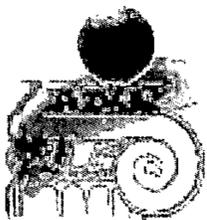
Let me know if/when you need anything else from us.

Barry Davis, AIA, NCARB, LEED AP
 President

BARRY DAVIS ARCHITECTS, P.C.

<http://www.BarryDavisArchitects.com>

One Riverchase Ridge, Suite 102
 Birmingham, Alabama 35244
 (205)444-1112



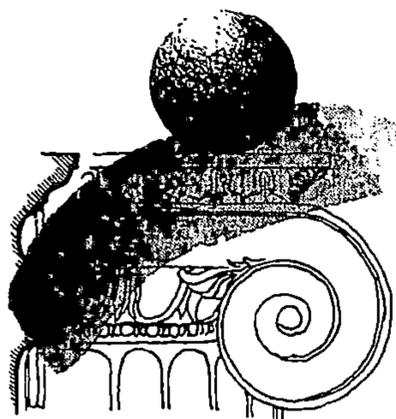
From: South Shelby [mailto:southshelby@bellsouth.net]
Sent: Monday, December 04, 2023 8:40 AM
To: Barry Davis <barry@barrydavisarchitects.com>
Subject: Re: Interest on Unpaid Invoices

Ok, we have our lawyer looking over all the documents. Can you provide me a cost breakdown of all services from the last invoice date of November 3rd, to the date of November 8th when we terminated?

Wendy Pierce
 Director
 South Shelby Early Learning Center
 1757 14th street



20231206000352770 12/12 \$55.00
 Shelby Cnty Judge of Probate, AL
 12/06/2023 03:45:01 PM FILED/CERT



BARRY DAVIS ARCHITECTS, P.C.

December 4, 2023

Wendy Pierce, Owner
 South Shelby Early Learning Center, LLC
 1757 Fourteenth Street
 Calera, Alabama 35040

Re: Calera Pre-K Classroom Building
 Invoice, Interest

Dear Wendy:

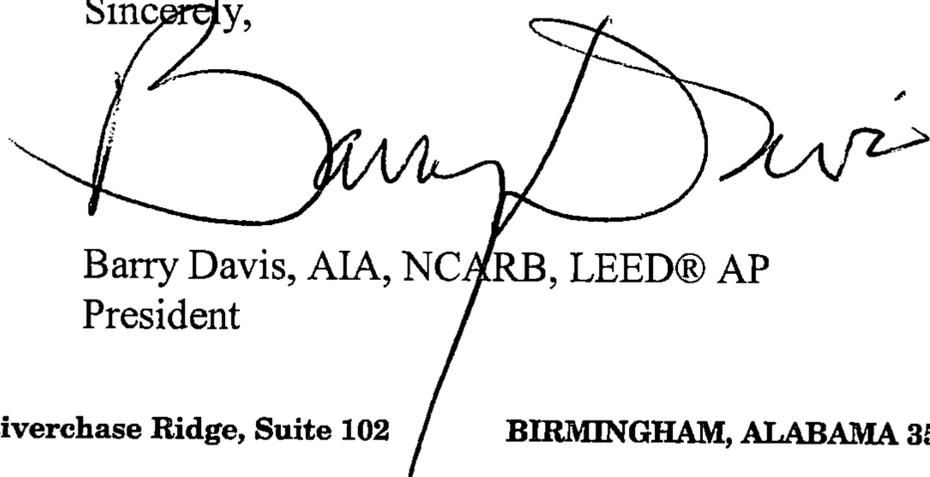
Under the terms of §11.10.2.1 of our Contract, interest began to accrue on November 19, 2023. This invoice includes interest accrued to date.

For services rendered to date, please remit the following fee at your earliest convenience:

Total Fee (7.3% of \$1,000,000)	\$73,000.00
Schematic Design	7,300.00
Design Development	10,950.00
Construction Documents	36,500.00 (95%)
Bid/Negotiation	3,650.00
Construction Administration	14,600.00
Termination Fee	1,000.00
Expenses (See Attached Tabulation)	15,006.84
Interest on Invoice 3, 11/19/23-12/3/23 @9%	116.80
<u>Interest on Invoice 4, 12/3/23-12/4/23 @9%</u>	<u>11.65</u>
Total Fee Plus Expenses Earned to Date	68,931.84
Initial Payment to be Refunded at Completion	2,000.00
<u>Other Payments Received to Date</u>	<u>21,686.29</u>
TOTAL DUE THIS INVOICE	<u>\$47,374.00</u>

As always, please call if you have any questions or concerns.

Sincerely,



Barry Davis, AIA, NCARB, LEED® AP
 President