



20240515000143180 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
05/15/2024 08:55:39 AM FILED/CERT

Tract No. 47

RIGHT-OF-WAY DEED (ROAD)

Caldwell Mill Road Rd #529.000
STPBH-5939 (200)

THIS INSTRUMENT PREPARED BY:
James F Henderson Jr. County Property Mgr
A-200 Jefferson County Courthouse
716 Richard Arrington Jr Blvd North
Birmingham, AL 35203

STATE OF ALABAMA)

SHELBY COUNTY)



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KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of eight thousand eight hundred sixty Dollars (\$8,860.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Shelby County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Shelby County, Alabama and described as follows, to-wit:

A parcel of Right-of-Way being more particularly described as follows:

Commence at the Southwest corner of the Southwest ¼ of the Southwest ¼ of Section 3, Township 19 South, Range 2 West and run easterly along the south line of said quarter-quarter Section for a distance of 1004.07 feet; thence turn left an angle of 126°36'00" and run northwesterly for a distance of 194.56 feet to the point of beginning of a curve to the right having a central angle of 44°37'01.11" and a radius of 1900.00 feet; thence run northwesterly then northeasterly along the arc of said curve for a distance of 1479.55 feet to the end of said curve; thence run northeasterly along the extended tangent of said curve for a distance of 1858.49 feet to Point "A" for future reference and the Point of Beginning of a variable width Right-of-Way being bound on the northwesterly side by the currently existing Right-of-Way of Caldwell Mill Road and being bound on the southeasterly side by a line lying 60 feet southeasterly of and parallel to the following described line; thence continue northeasterly along the last described course for a distance of 107 feet, more or less, to the Grantor's northeasterly property line and the end of said Right-of-Way.

The outer boundaries of said Right-of-Way being extended or trimmed as necessary to terminate at the property lines of the Grantor.

Also a 30 foot wide Temporary Construction Easement being more particularly described as follows:

Commence at Point "A" as described in the above parcel of Right-of-Way for the Point of Beginning of a 30 foot wide Temporary Construction Easement lying southeasterly of, parallel to and abutting the above described Right-of-Way; thence from aforescribed course and direction run northeasterly along the previously described course a distance of 39.27 feet to the end of this Temporary Construction Easement.

All of said Right-of-Way and Temporary Construction Easement lies in the SW ¼ of the NW ¼ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama and the Right-of-Way contains 0.025 acres, more or less, and the Temporary Construction Easement contains 0.027 acres, more or less.

The Temporary Construction Easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of the Grantor.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip 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 on, over, across or upon said area herein conveyed without the written permission from Shelby County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Shelby County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned.



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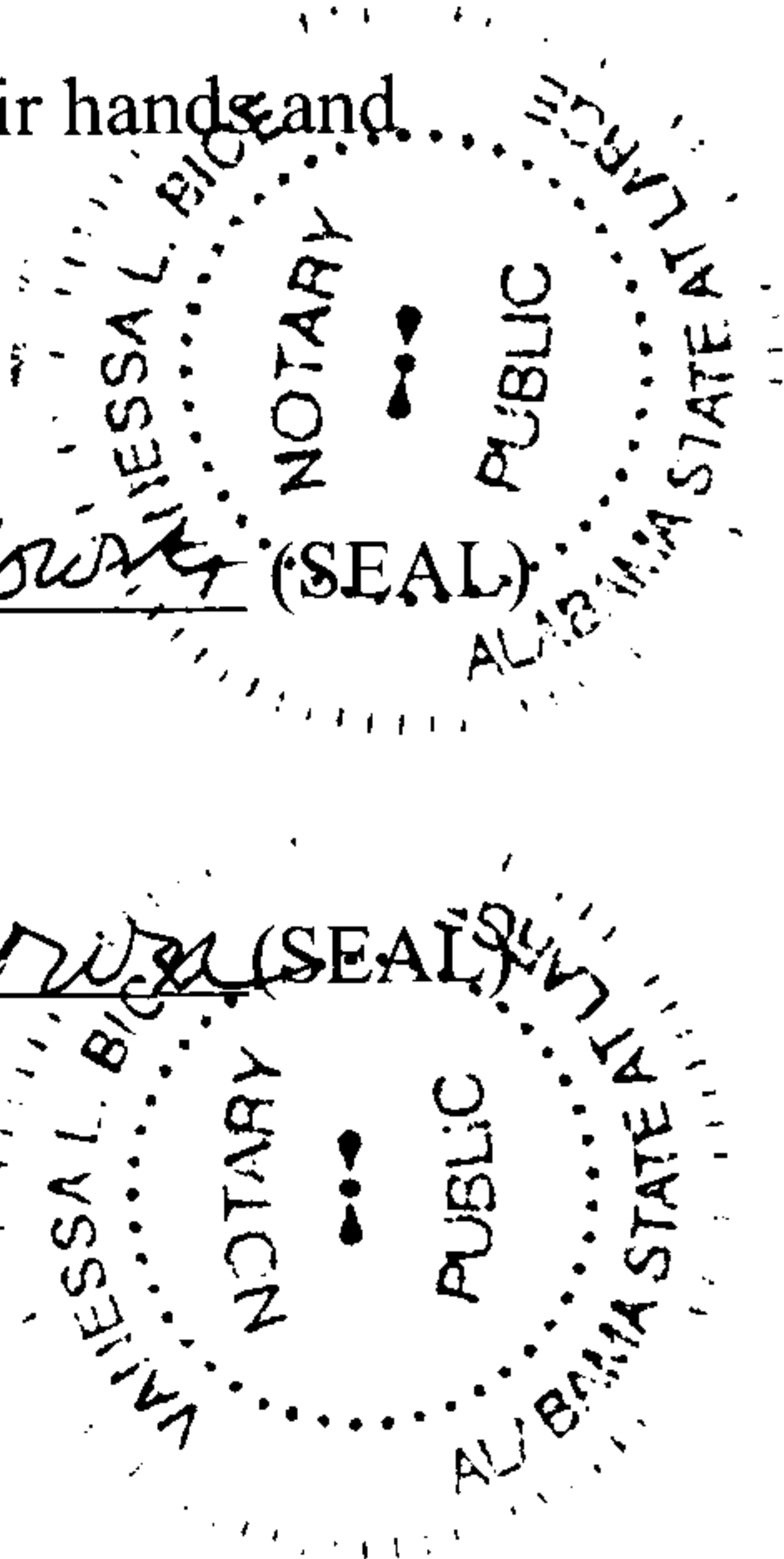
arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Shelby County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 24th day of April, 2024.

Arthur Raymond Brown
Arthur Raymond Brown

Virginia G. Brown
Virginia G. Brown



STATE OF ALABAMA)

SHELBY COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that Arthur Raymond Brown whose name(s) 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 executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 24th day of April, 2024.

My commission expires: 6/3/2025 Vanessa Bice
Notary Public

Vanessa L. Bice
Notary Public, Alabama State At Large
My Commission Expires June 3, 2025

STATE OF ALABAMA)

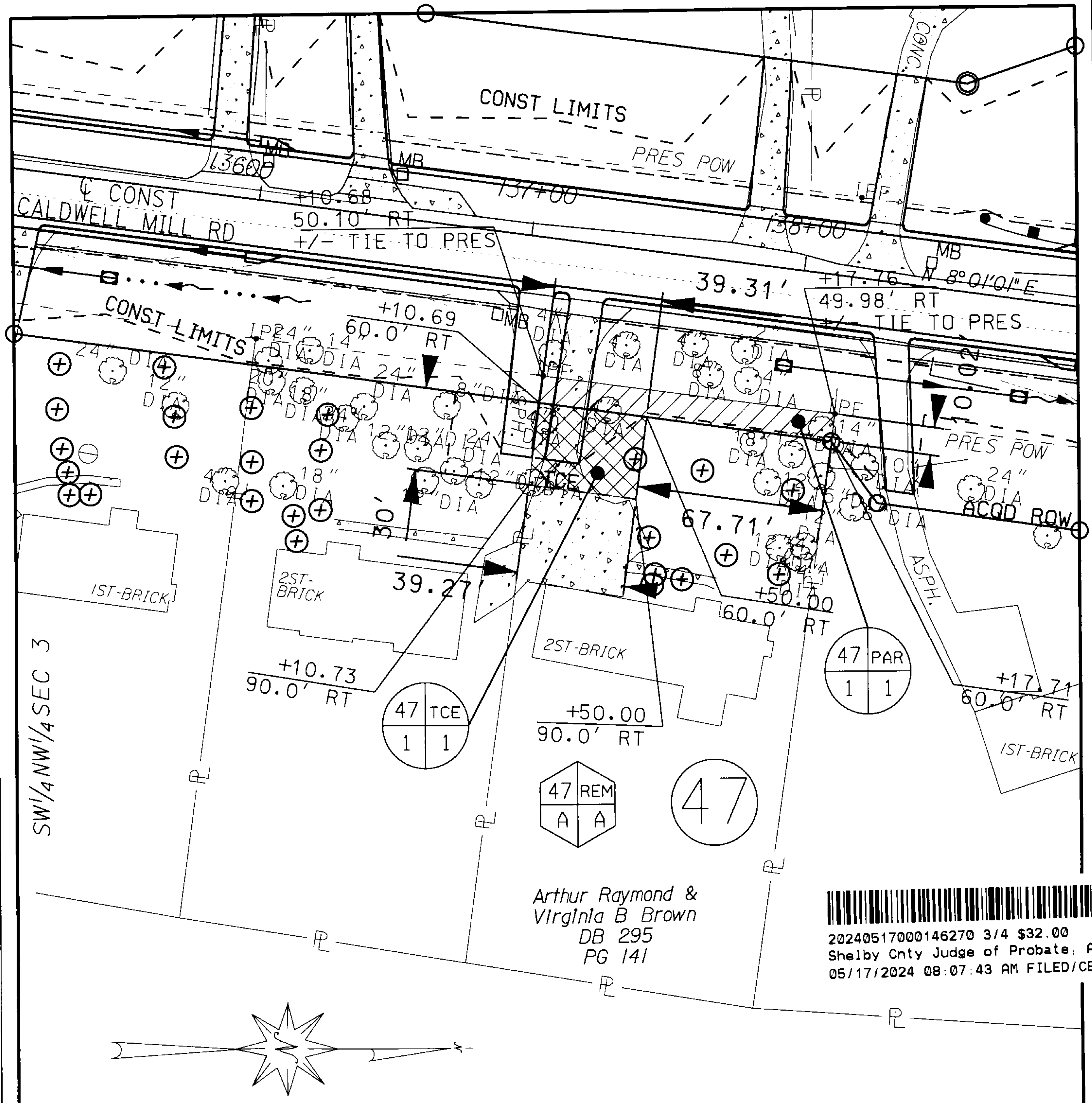
SHELBY COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that Virginia Gail Brown whose name(s) 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, she executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 24th day of April, 2024.

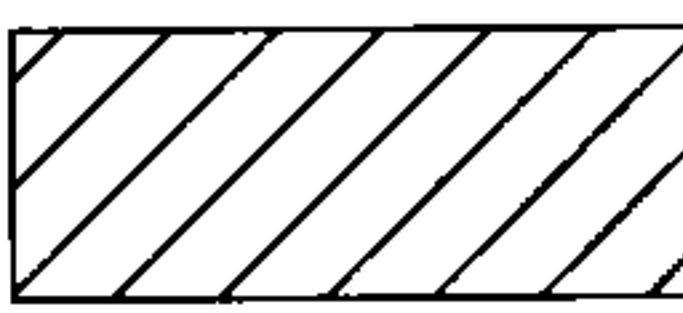


My commission expires: 6/3/2025 Vanessa Bice
Notary Public

Vanessa L. Bice
Notary Public, Alabama State At Large
My Commission Expires June 3, 2025



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SW 1/4 NW 1/4 SEC 3

TRACT NUMBER: 47 - PARCEL 1 OF 1		SHELBY COUNTY	
		PROJECT NUMBER STPBH-5939 (200)	
OWNER: ARTHUR RAYMOND & VIRGINIA B BROWN		ACQUIRED ROW 	SEPTIC SYSTEM 
PID: 10-2-03-0-001-041.000			TCE 
ACREAGE BEFORE:	0.530 ACRES	DATE: : 5 /03 /2023	
REQUIRED ROW:	0.025 ACRES	SCALE: 1" = 50'	
ACREAGE REMAINING:	0.505 ACRES	PAGE 1 OF 1	
EASEMENT AREA:	0.027 ACRES		

**NEEL-SCHAFER, INC.**
ENGINEERS • PLANNERS
BIRMINGHAM, ALABAMA

Real Estate Sales Validation Form

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

Grantor's Name Arthur and Virginia Brown
Mailing Address 4823 Caldwell Mill Road
Birmingham, Alabama 35242


Grantee's Name Shelby County, Alabama
Mailing Address 200 West College Street
Columbiana, AL 35051

Property Address 0.025 acres of property located at
4823 Caldwell Mill Road
Birmingham, Alabama 35242

Date of Sale 4/24/2024
Total Purchase Price \$ 8,860.00

or
Actual Value \$


or
Assessor's Market Value \$


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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


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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.

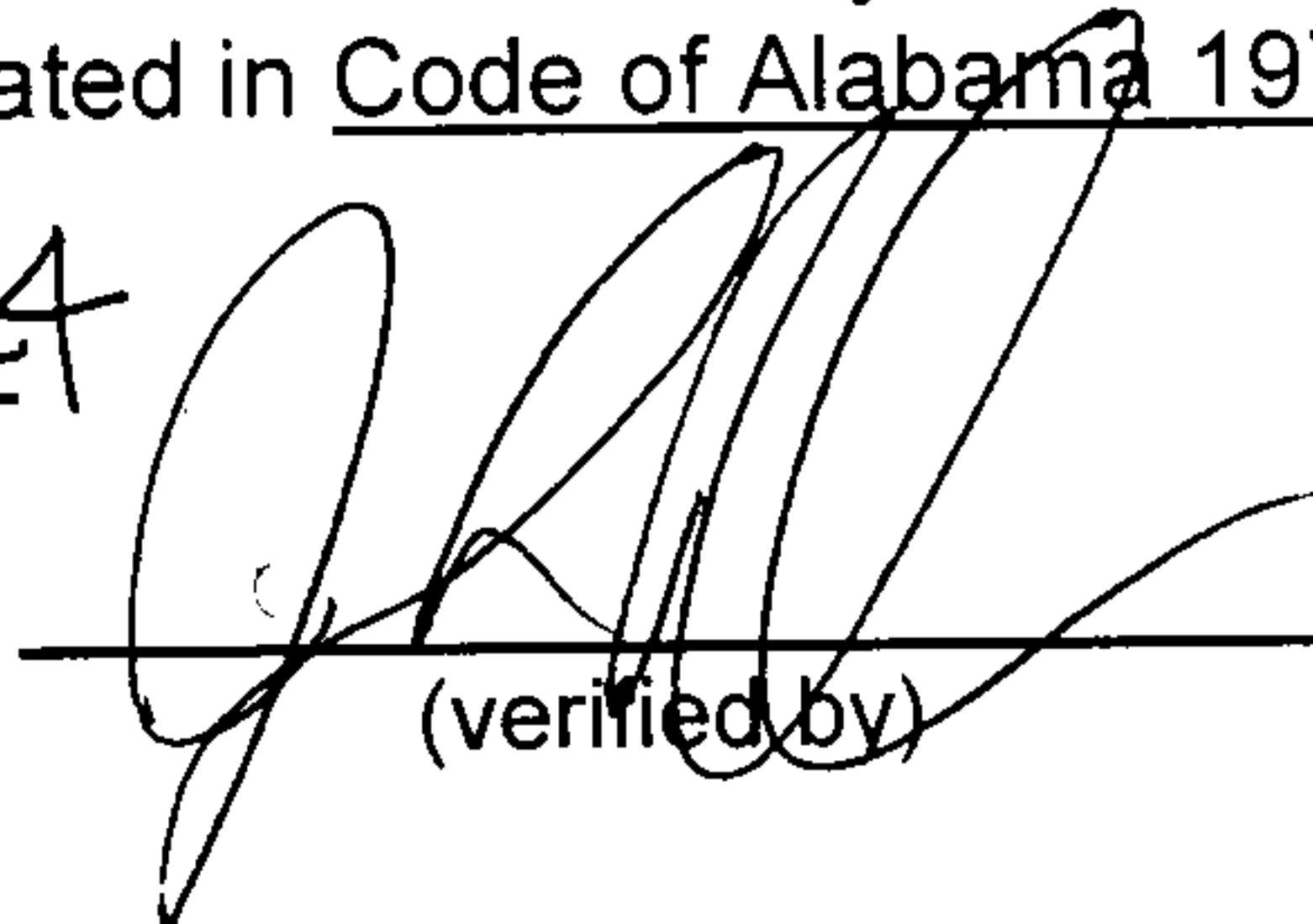
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

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).

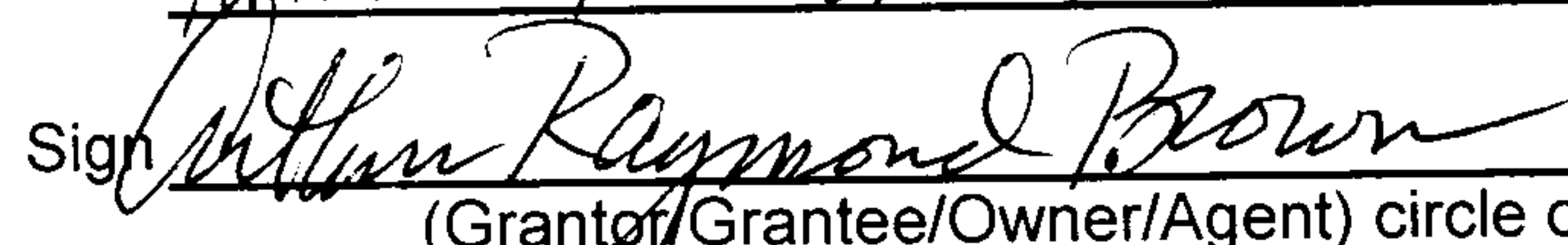
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 4/24/2024

☐ Unattested


(verified by)

Print ARTHUR RAYMOND BROWN

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

Form RT-1