

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)



20240515000143230 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
05/16/2024 08:55:44 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum Twenty-six thousand, four-hundred Dollars (\$26,400.00) 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:

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Commence at the Southwest Corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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 $126^{\circ}36'00''$ 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 $44^{\circ}37'01.11''$ and a radius of 1900 feet; thence run northwesterly along the arc of said curve for a distance of 759.80 feet to the intersection of a southwesterly projection of the Grantor's southerly property line and to the Point of Beginning of a variable width Right-of-Way being bound on the southwesterly side by the currently existing Right-of-Way of Caldwell Mill Road and being bound on the northeasterly side by Grantor's southerly property line; thence continue northwesterly along the arc of said curve for a distance of 9.78 feet, at this point the Right-of-Way is bound on the northeasterly side by a line lying 88 feet northeasterly of and parallel to the following described line; thence continue northwesterly along the arc of said curve a distance of 12.78 feet to a point, at this point the Right-of-Way is bound on the northeasterly side by a line being 88 feet, northeasterly of and perpendicular to, at this point, and increasing to 210 feet northeasterly of and perpendicular to a point, 67 feet ahead, along the following described line; thence continue northwesterly along the arc of said curve for a distance of 67 feet to said point, at this point the Right-of-Way is bound on the northeasterly side by a line lying 210 feet northeasterly of and parallel to the following described line; thence continue northwesterly along arc of said curve for a distance of 223 feet, at this point the Right-of-Way is bound on the northeasterly side by a line being 210 feet northeasterly of and perpendicular to, at this point, and decreasing to 193.52 feet northeasterly of and perpendicular to a point, 32.95 feet ahead, along the following described line; thence continue northwesterly along the arc of said curve for a distance of 32.95 feet, more or less, to the northwesterly property line of the Grantor and end of this parcel of 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.

All of said Right-of-Way is located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama and contains 0.735 acres, more or less.

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 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.

RIGHT-OF-WAY DEED (ROAD)
Caldwell Mill Road Rd #529.000
STPBH-5939 (200)


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Tract No.35

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 15th day of April, 2024.

Caldwell Crossing Owner's Association, Inc.


_____(SEAL)
Steve Goldman, President

STATE OF ALABAMA)

SHELBY COUNTY)


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I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that Steve Goldman
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.

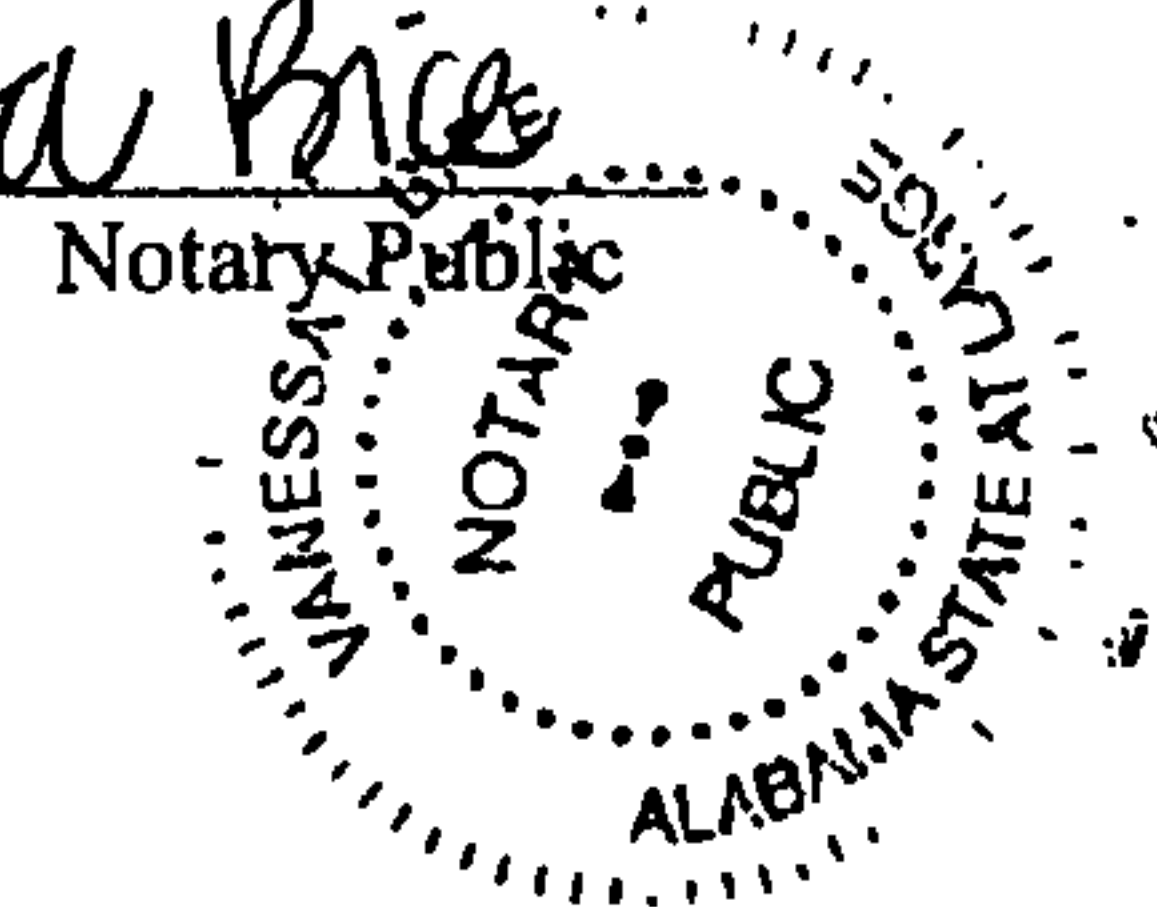
Given under my hand and official seal, this 15th day of April, 2024.

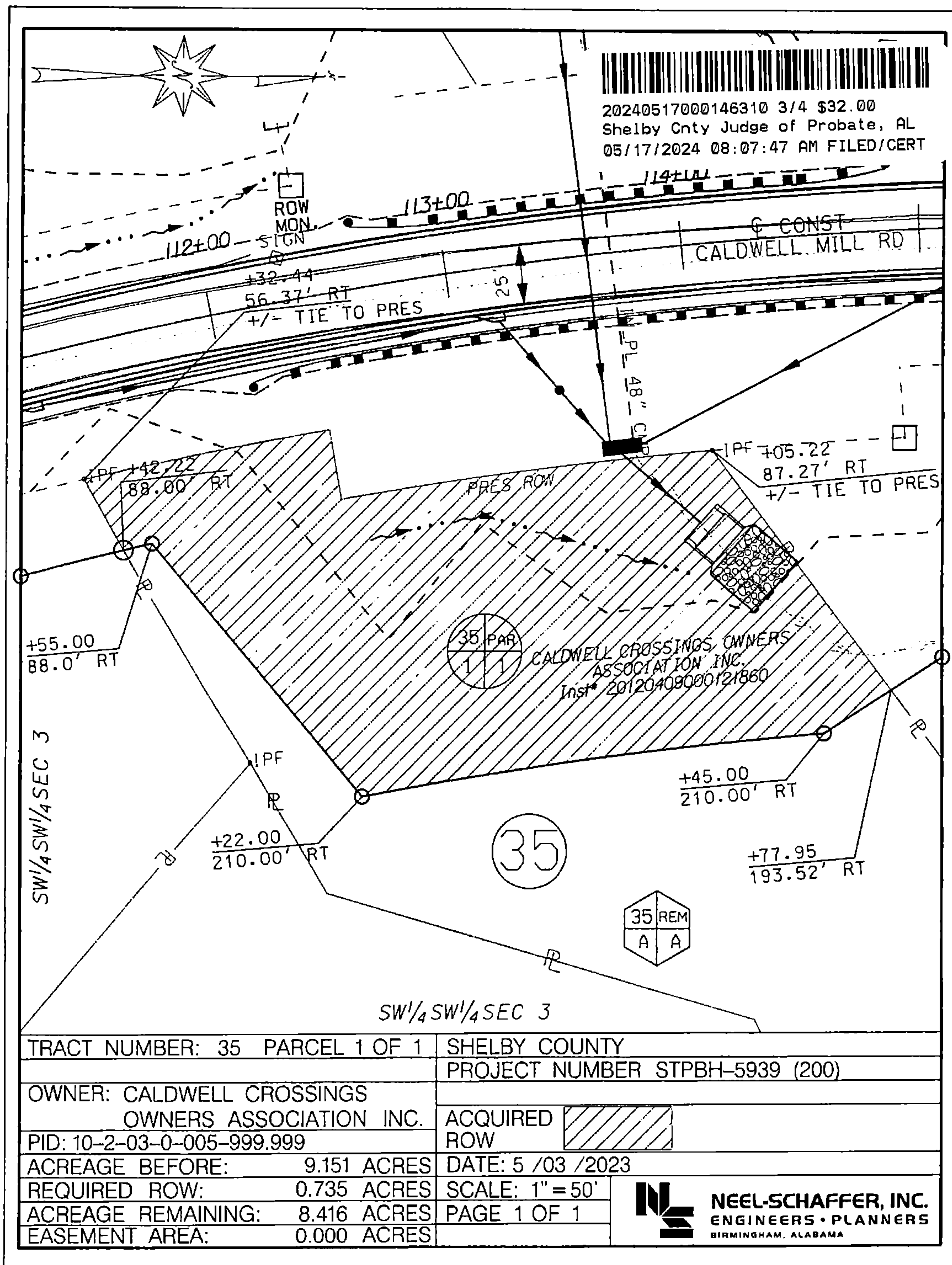
My commission expires: 6/3/2025



Notary Public

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





Real Estate Sales Validation Form

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

Grantor's Name Caldwell Crossings Owners Association
Mailing Address 2125 Data Office Drive, Suite 104
Birmingham, Alabama 35244

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

Property Address 0.735 acres of Right of Way of
Parcel ID: 10-2-03-0-005-999.999

Date of Sale 4/15/2024
Total Purchase Price \$26,400.00

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 4/15/2024

Print Steve Goldman

☐ Unattested

(verified by)

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

Form RT-1