

RIGHT-OF-WAY DEED (ROAD)

Caldwell Mill Road Rd #529.000

STPBH-5939 (200)



20241113000352030 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
11/13/2024 08:18:36 AM FILED/CERT

Tract No.12

THIS INSTRUMENT PREPARED BY:
Hubert J Chapman, Sr. Land Acquisition Agent
A-200 Jefferson County Courthouse
716 Richard Arrington Jr Blvd North
Birmingham, AL 35203

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Forty One Thousand Dollars and 0/100 (\$41,000.00) 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 SW ¼ of the SW ¼ 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 126°36'0" 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 feet; thence run northwesterly and 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 1534.88 feet, being Point "A" for future reference; thence continue northeasterly along the last described course for a distance of 4.23 feet to the Point of Beginning of a variable width Right-of-Way being bound on the southeasterly side by the currently existing Right-of-Way of Caldwell Mill Road and being bound on the northwesterly side by a line lying 100 feet northwesterly of and parallel to the following described line; thence continue northeasterly along last described course a distance of 43.70 feet, Being Point "B" for future reference; thence continue northeasterly on the last described course for a distance of 65 feet. At this point the Right-of-Way is bound on the northwesterly side by a line being 100 feet northwesterly of and perpendicular to this point and decreasing to 75 feet northwesterly of and perpendicular to a point 30 feet ahead along the following described line; thence continue northeasterly along the last described course for a distance of 30 feet to said point. At this point the Right-of-Way is bound on the northwesterly side by a line lying 75 feet northwesterly of and parallel to the following described line; thence continue northeasterly along the last described course for a distance of 63.01 to the Grantor's northeasterly property line and the end of this 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.

Two Temporary Construction Easements (T.C.E.) being more particularly described as follows:

T.C.E. # 1

Commence at Point "A" as described above, for the point of beginning of a variable width Temporary Construction Easement being bound on the southeasterly side by the Right-of-Way as described above and being bound on the northwesterly side by a line lying 140 feet northwesterly of and parallel to the following described line; thence continue northeasterly along aforescribed course for a distance of 12.93 feet to the end of said Temporary Construction Easement.

T.C.E. # 2

Commence at Point "B" as described above, for the point of beginning of a variable width Temporary Construction Easement being bound on the southeasterly side by the Right-of-Way as described above and being bound on the northwesterly side by a line lying 130 feet northwesterly of and parallel to the following described line; thence continue northeasterly along aforescribed course for a distance of 50.00 feet to the end of said Temporary Construction Easement.

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

20241113000352030 2/5 \$35.00
Shelby Cnty Judge of Probate, AL
11/13/2024 08:18:36 AM FILED/CERT

Tract No.12

All of said Right-of-Way and Temporary Construction Easement lie in the SW ¼ of the NW ¼ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama and is part of Lot 4E according to A Resurvey of A Resurvey of Lot 4 A and 4 B of The Amended Map of Bentwood Estates as recorded in Map Book 24 Page 13 in the Probate Office of Shelby County and the Right-of-Way contains 0.274 acres, more or less, and the Temporary Construction Easement contains 0.044 acres, more or less .

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

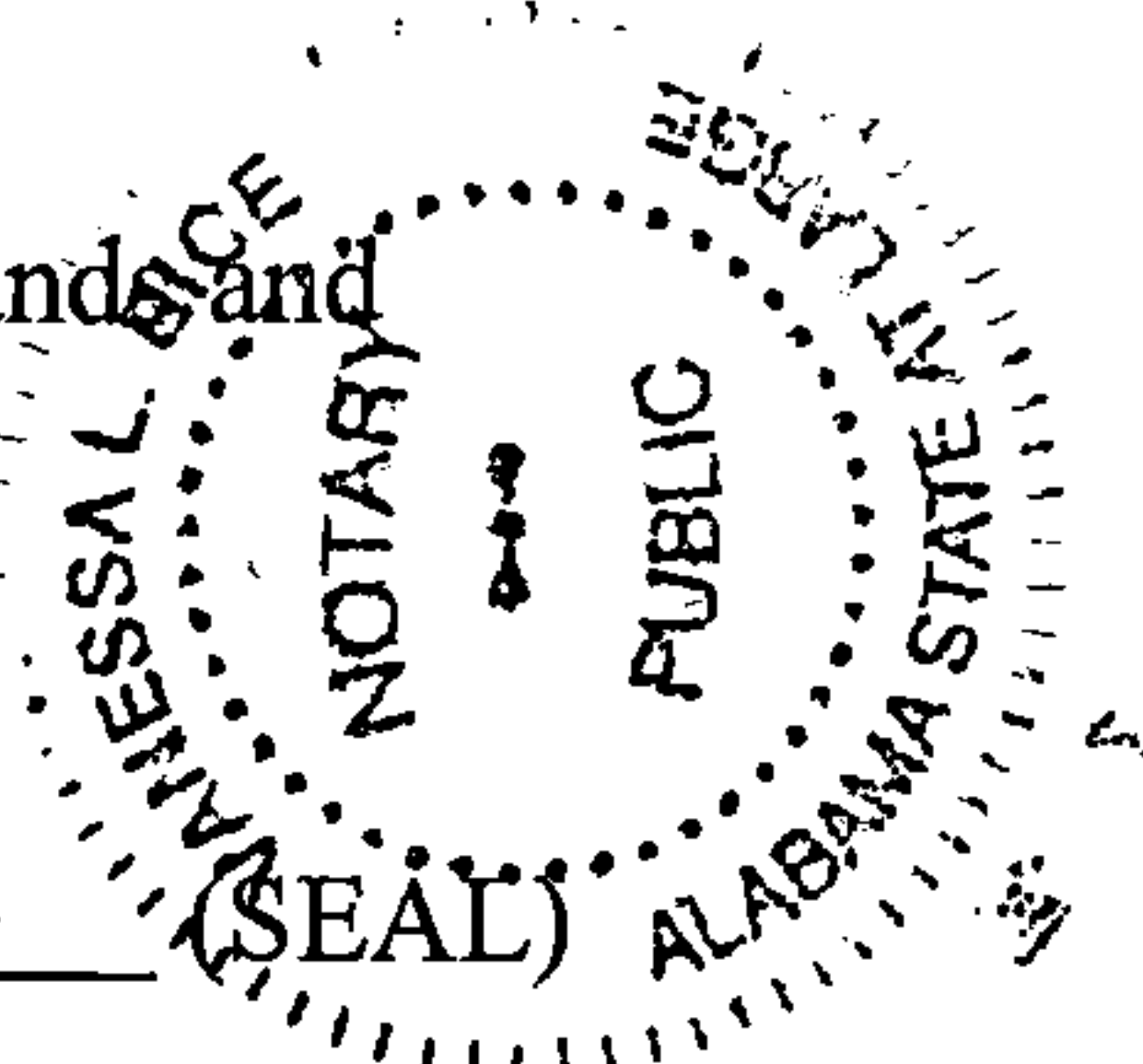
For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the 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 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.

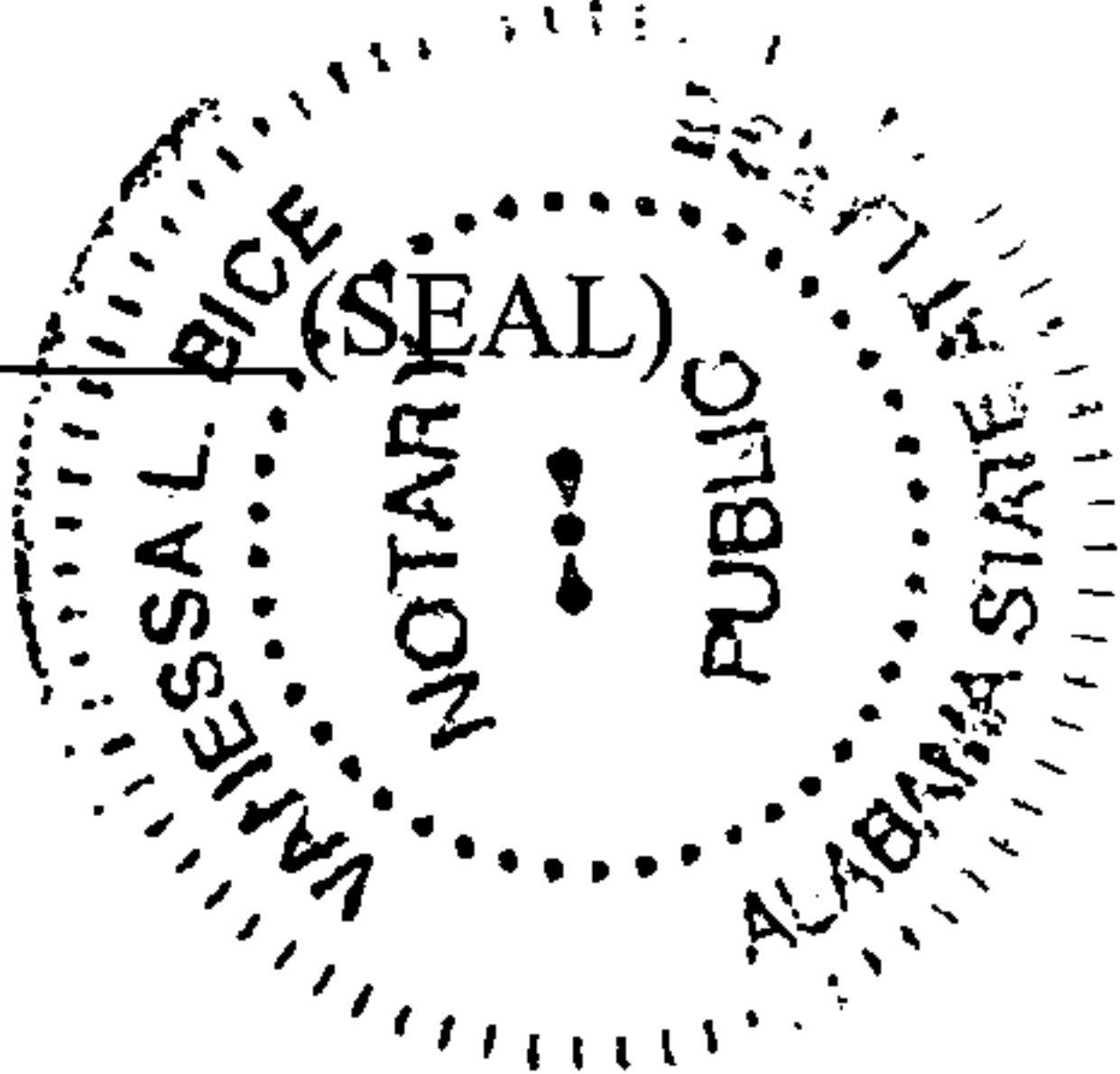
The undersigned covenant with said Shelby County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground 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 14th day of October, 2024.


Chadwick Sylvester




Cheryl Sylvester



STATE OF ALABAMA)

SHELBY COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that Chadwick Sylvester 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 14th day of October, 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



20241113000352030 3/5 \$35.00
Shelby Cnty Judge of Probate, AL
11/13/2024 08:18:36 AM FILED/CERT

RIGHT-OF-WAY DEED (ROAD)

Tract No.12

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

STATE OF ALABAMA)

SHELBY COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State,
hereby certify that Cheryl Sylvester

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 14th day of October, 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

Real Estate Sales Validation Form

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

Grantor's Name Chadwick and Cheryl Sylvester
Mailing Address 4824 Caldwell Mill Road
Birmingham, Alabama 35242

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

Property Address 0.274 acres of ROW and 0.044 acres TCE at
4824 Caldwell Mill Road
Birmingham, Alabama 35242

Date of Sale 10/14/2024
Total Purchase Price \$41,000.00

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
☐ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other

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 a

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 10/14/2024

Print Chadwick Sylvester

☐ Unattested

Rachele J Harris
(verified by)

Sign

[Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

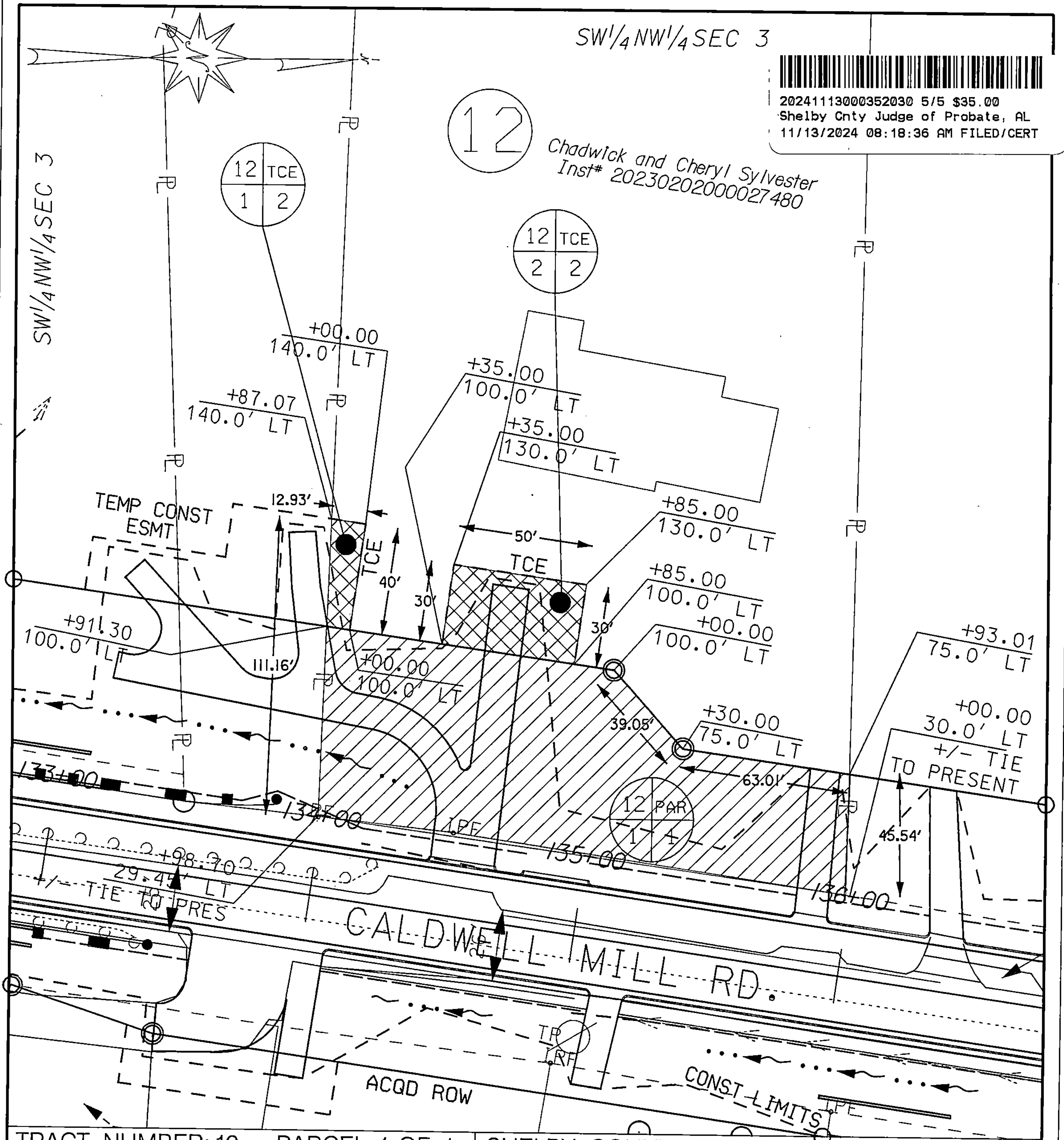
SW 1/4 NW 1/4 SEC 3



20241113000352030 5/5 \$35.00
Shelby Cnty Judge of Probate, AL
11/13/2024 08:18:36 AM FILED/CERT

12

Chadwick and Cheryl Sylvester
Inst# 20230202000027480



TRACT NUMBER: 12 - PARCEL 1 OF 1

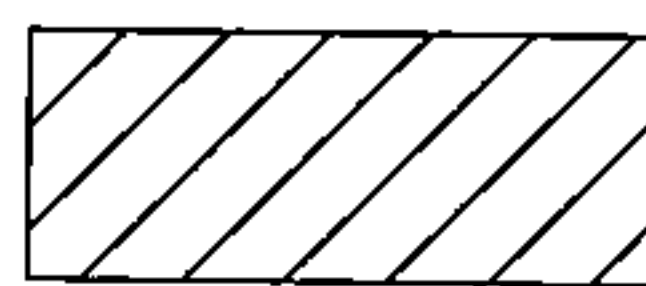
SHELBY COUNTY

OWNER: CHADWICK AND
CHERYL SYLVESTER

PROJECT NUMBER STPBH-5939 (200)

PID: 10-2-03-0-001-038.000

ACQUIRED
ROW



TCE



ACREAGE BEFORE: 1.589 ACRES

DATE: 5 /02 /2023

REQUIRED ROW: 0.274 ACRES

SCALE: 1" = 50'

ACREAGE REMAINING: 1.315 ACRES

PAGE 1 OF 1

EASEMENT AREA: 0.044 ACRES



NEEL-SCHAFFER, INC.
ENGINEERS • PLANNERS
BIRMINGHAM, ALABAMA