



**SHELBY COUNTY COMMISSION
SEPTEMBER 26, 2016
MINUTES**

**STATE OF ALABAMA
COUNTY OF SHELBY**

The Shelby County Commission of Shelby County, Alabama, met at the Harrison Regional Library Building in the City of Columbiana, Alabama, at 6:00 P.M., Monday, September 26, 2016. The meeting was called to order by Commissioner Shepherd. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

PRESENT

Commissioner Dan Acker
*Commissioner Lindsey Allison
Commissioner Elwyn Bearden
Commissioner Corley Ellis
Commissioner Robbie Hayes
Commissioner Jon Parker
Commissioner Rick Shepherd

ABSENT

Commissioner Tommy Edwards
Commissioner Mike Vest

***COMMISSIONER ALLISON ENTERED MEETING AT 6:10 P.M.**

**APPROVAL OF MINUTES FROM SEPTEMBER 12, 2016
RESOLUTION 16-09-26-01**

MOTION: Commissioner Hayes - Motion to approve Minutes from September 12, 2016 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

**APPROVAL OF BILLS, REQUISITIONS, CHECK REGISTER
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS
RESOLUTION 16-09-26-02**

MOTION: Commissioner Hayes - Motion to approve the Bills, requisitions and check register for Government and Proprietary Funds as presented

SECOND: Commissioner Acker
VOTE ON MOTION: Unanimous

MOTION CARRIED

**BUDGET, FINANCE & LEGAL
WATER FITINGS AND ACCESSORIES
RESOLUTION 16-09-26-03**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-09-26-03 as presented

SECOND: Commissioner Ellis

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-16-09-26-03

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Water Fittings and Accessories to the lowest responsive bidder, Ferguson as follows:

Vendor	Group 1	Group 2	Group 3	Group 4	Total
Ferguson Waterworks	\$189,235.81	\$30,610.05	\$30,612.38	\$114,212.15	\$364,670.39
Southern Pipe & Supply	\$190,501.71	\$24,337.50	\$31,338.58	\$121,361.90	\$367,539.69
HD Supply	\$225,043.25	\$29,867.50	\$29,836.52	\$120,452.41	\$405,199.68
Consolidated Pipe	NO BID	NO BID	\$36,126.00	NO BID	NO BID
Vellano Corporation	NO BID	NO BID	\$28,443.95	\$120,584.50	NO BID

Said Ebid# 2016-8-10855 is located within the County Manager’s Office.

**PROPERTY TAX COMMISSION-EXCESS FUNDS
RESOLUTION 16-09-26-04**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-09-26-04 as presented

SECOND: Commissioner Acker

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-09-26-04

WHEREAS, certain sales of real property in Shelby County, Alabama, for the payment of taxes have resulted in an excess over and above the amount of the decree of sale, and costs and expenses subsequently accruing, and such excess has not been called for within three years after such sales by the person or persons entitled to receive the same; and

WHEREAS, the Shelby County Property Tax Commissioner has paid such excess funds into the county treasury; and

WHEREAS, the Shelby County Property Tax Commissioner has reported to the County Commission the cases in which such excess was paid, together with a description of the lands sold, when sold, and the amount of such excess;

NOW, THEREFORE, BE IT RESOLVED, AND ORDERED BY THE SHELBY COUNTY COMMISSION, PURSUANT TO §40-10-28, CODE OF ALABAMA 1975, AS FOLLOWS:

1. That Exhibit A, which is incorporated herein and made a part hereof, is a list of cases in which an excess was paid at tax sales, as set forth above, together with a description of the lands sold, and the amount of such excess and funds associated with the cases transferred prior to this date along with interest.
2. That the county treasurer is ordered to place the excess money described on the attached Exhibit A to the credit of the general fund of Shelby County, Alabama and make a record on his books of the same, and such excess shall thereafter be treated as part of the general fund of the county.
3. That at any time within 10 years after such excess has been passed to the credit of the general fund of the county, the County Commission may on proof by any person that he is the rightful owner of such excess order the payment thereof to such owner to his heir or legal representative, but it not so ordered and paid within such time, the same shall become the property of the county.

**CLASTRAN – AUTHORIZING LOCAL MATCH RESOLUTION
RESOLUTION 16-09-26-05**

MOTION: Commissioner Hayes – Motion to approve Resolution 16-09-26-05 as presented
SECOND: Commissioner Acker
VOTE ON MOTION: Unanimous **MOTION CARRIED**

Resolution Authorizing Local Matching Funds

RESOLUTION NO 16-09-12-05

WHEREAS, the **Shelby County Commission** recognizes the need for a public transportation program; and

WHEREAS, the **Shelby County Commission** is an active member of the Birmingham Regional Paratransit Consortium, (ClasTran), created to execute the vision of the Metropolitan Planning Organization (MPO), and Jefferson / Shelby Rural Transportation Steering Committee; to organize, coordinate and implement a regional public and specialized transportation service for the region; and

WHEREAS, the **Shelby County Commission** recognizes that the requirements to obtain Federal Transit Administration (FTA) Sections 5310 and 5311 funds through its 5310 recipient, and through its 5311 recipient, the Alabama Department of Transportation (ALDOT), requiring a local match of 20% for operating, administration, capital expenses, and purchase of transportation services for elderly and disabled transportation (Section 5310); and includes a local match of 50% for operating expenses and 20% for administration, capital expenses and the purchase of transportation services for rural transportation (Section 5311); and

WHEREAS, the **Shelby County Commission** recognizes that the local match will be a shared cost with other participating agencies, counties and municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of Sections 5310 and 5311 Transportation Programs.

NOW, THEREFORE, BE IT RESOLVED, that the **Shelby County Commission** hereby commits the amount of **\$122,000.00** was approved within Fiscal Year 2017 County's general fund budget adopted on September 26, 2016 for ClasTran to use as a contribution to the applicable overall local match required for the capital, administrative and operational expenditures under the Section 5310 and Section 5311 Public Transportation Programs during Fiscal Year 2017. The County Manager is directed to perform any necessary actions associated with these programs.

Passed and adopted this 26th Day of September, 2016.

**BHS/BROOKWOOD PILOT AGREEMENT: BBH SBMC, LLC
RESOLUTION 16-09-26-06**

MOTION: Commissioner Parker – Motion to approve Resolution 16-09-26-06 as presented

SECOND: Commissioner Ellis

***COMMISSIONER ALLISON ENTERED THE MEETING AT 6:10 P.M.**

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-09-26-06

BE IT RESOLVED, that the Shelby County Commission hereby approves, authorizes and directs the execution of the Agreement for Payments in Lieu of Taxes (PILOT) to be entered into by the City of Alabaster, Shelby County, BBH SBMC, LLC and The Medical Clinic Board of the City of Alabaster in substantial form and substance as in the attached draft with minor drafting and technical revisions as are approved by the County Manager and the County Attorney prior to execution.

The County Manager and the County Attorney are hereby directed to take any and all actions associated with the execution and implementation of this agreement. The attached PILOT agreement is hereby made part and parcel of this resolution by reference.

**ROADS AND TRANSPORTATION
VINCENT QUARRY TRUCK ROUTES – ACCESS PERMIT
RESOLUTION 16-09-26-07**

MOTION: Commissioner Ellis – Motion to approve Resolution 16-09-26-07 as presented

SECOND: Commissioner Hayes

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-09-26-07

WHEREAS, White Rock Quarry desires to open and operate a limestone quarry in the Town of Vincent, Alabama, and

WHEREAS, all vehicles, including heavy trucks, must use County-maintained roads for ingress and egress to the quarry, and

WHEREAS, it is necessary for a truck route to be designated and established in order to accommodate heavy trucks which may carry a maximum of 80,000 pounds, both to and from the quarry, and

WHEREAS, an Access Permit, consistent with Shelby County Commission Access Permit Resolution 04-07-26-08 must be obtained by White Rock Quarry. At a minimum, White Rock Quarry must comply with the requirements outlined in a letter dated September 2, 2016 from County Engineer Randy Cole to Jim Meads of Sain Associates, Inc. Said letter is incorporated by reference, as if it were written herein. These requirements may be amended or expanded by the County Engineer.

THEREFORE, subject to White Rock Quarry complying with all conditions of the Access Permit Resolution, other conditions imposed by the County Engineer, and the acceptance and execution of an Agreement to be prepared by the County Attorney.

IT IS HEREBY RESOLVED that White Rock Quarry is hereby granted an Access Permit, and a Non-

Exclusive Truck Route is designated as follows:

Commence at the intersection of US 231 and CR 62; thence run in an easterly direction along County Road 62 to the intersection of County Road 85; then turn right and run in a southerly direction along County Road 85 to the main entrance of the quarry, which is the terminus of the truck route. Trucks will be permitted to traverse both directions along the prescribed route, providing they do not exceed a maximum total weight of 80,000 pounds.

IT IS FURTHER RESOLVED that the County Engineer and the County Attorney are hereby authorized and directed to prepare and execute the agreement and other conditions on behalf of Shelby County Commission.

**RIVER ROAD – RIGH-OF-WAY PUBLIC NOTICE
RESOLUTION 16-09-26-08**

MOTION: Commissioner Parker – Motion to approve Resolution 16-09-26-08 as presented

SECOND: Commissioner Ellis

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-09-26-08

BE IT RESOLVED, that the Shelby County Commission hereby records that Public Notice for Right-of-Way Acquisitions on River Road has been provided as required by law. The notice was placed on the Shelby County website on August 17, 2016 within the Highway Document Center.

**RIVER ROAD – RIGHT-OF-WAY ACQUISITIONS
RESOLUTION 16-09-26-09**

MOTION: Commissioner Parker – Motion to approve Resolution 16-09-26-09 as presented

SECOND: Commissioner Ellis

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-09-26-09

BE IT RESOLVED, that the Shelby County Commission hereby approves and accepts Right-of-Way acquisitions as follows:

RIVER ROAD

Donations:

Hwy 13, LLC

Shelby Investments, LLC

Purchases:

Alabama Trust Fund for the State of Alabama

The Board of Trustees of the University of Alabama

ALDOT CONTRACT – BRIDGE REPLACEMENT APPROACHES

**ON CR-264 OVER BUCK CREEK
RESOLUTION 16-09-26-10**

MOTION: Commissioner Parker – Motion to approve Resolution 16-09-26-10 as presented
SECOND: Commissioner Acker
VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 16-09-26-10

BE IT RESOLVED, by the County Commission of Shelby County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of 3@60' AASHTO bridge replacement and approaches on CR-264 over Buck Creek.
BIN#011015. Length-0.548 miles
Project# ACBRAA59499-ATRP(006); SCP#59-820-12U; ATRIP#59-03-08

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the Administrative Assistant to the County Manager and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the Administrative Assistant to the County Manager.

Passed, adopted, and approved this 26th day of September 2016.

**MOTION TO ADJOURN
RESOLUTION 16-09-26-11**

MOTION: Commissioner Hayes – There being no further business to come before the Commission, move to adjourn this 26th day of September, 2016 at 6:27 P.M.
SECOND: Commissioner Ellis
VOTE ON MOTION: Unanimous

MOTION CARRIED

READ & APPROVED:



COMMISSIONER DAN ACKER

COMMISSIONER LINDSEY ALLISON



COMMISSIONER ELWYN BEARDEN



COMMISSIONER TOMMY EDWARDS

COMMISSIONER CORLEY ELLIS

COMMISSIONER ROBBIE HAYES

COMMISSIONER JON PARKER

COMMISSIONER RICK SHEPHERD

COMMISSIONER MIKE VEST

Exhibit A

Outstanding docketts by year that contain an excess bid:

SOLD 05/15/1991 FOR 1990 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1990	\$			
NO OVERBIDS LEFT OUTSTANDING FOR 1990					\$			
SOLD 05/13/1992 FOR 1991 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1991	\$			
NO OVERBIDS LEFT OUTSTANDING FOR 1991					\$			
SOLD 05/12/1993 FOR 1992 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1992	\$			
33-169	99 0 23 4 000 020,000	WATSON, W H	EUGENE SUTLEY	1992	\$			29.24
					\$			29.24
SOLD 05/18/1994 FOR 1993 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1993	\$			20.75
34-16	28 5 21 1 004 040,000	CALHOUN, DORA C/O MARY JEAN GILBERT	BILIE JEAN FOLDS	1993	\$			20.75
					\$			20.75
TAX SALE 05/17/1995 FOR 1994 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1994	\$			
NO OVERBIDS LEFT OUTSTANDING FOR 1994					\$			
TAX SALE 05/15/1996 FOR 1995 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1995	\$			
NO OVERBIDS LEFT OUTSTANDING FOR 1995					\$			
TAX SALE 05/14/1997 FOR 1996 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1996	\$			178.93
37-107	10 1 01 0 001 001.130	MEDDOWBROOK HGTS C/O H W LOVELESS JR	GARY & SHU SHURETT	1996	\$			4,577.41
37-126	25 1 12 0 000 005,006	POPE STEPHEN SCOTT & RHONDA	GARY & SHU SHURETT	1996	\$			4,756.34
					\$			4,756.34
TAX SALE 05/13/1998 FOR 1997 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1997	\$			98.99
38-220	14 9 31 3 001 043,000	WEATHERLY INV GROUP LLC	JOHN E DAVIDSON	1997	\$			98.99
					\$			98.99
TAX SALE 05/7/1999 FOR 1998 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1998	\$			8,000.00
39-191	27 5 21 2 001 046,000	SPITZER DEBORAH A	NTAC	1998	\$			8,000.00
					\$			8,000.00
TAX SALE 05/16/2000 FDR 1999 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				1999	\$			5,000.00
40-11	10 6 14 0 005 001,075	ASHIRAWI AMIR H	NTAC	1999	\$			5,000.00
40-147	13 7 26 3 002 015,037	JOHNSON LARRY L & SANDRA	NTAC	1999	\$			10,000.00
					\$			15,000.00
SOLD 05/16/2001 FOR 2000 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				2000	\$			18,750.00
41-291	11 7 36 4 002 025,000	SCOTT, HUGH TODD	NTAC	2000	\$			18,750.00
					\$			18,750.00
SOLD 05/13/2002 FOR 2001 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				2001	\$			500.00
42-34	09 4 17 0 002 002,000	BURGESS, JANICE	MONVSTED	2001	\$			3,473.07
42-222	10 6 14 0 001 002,016	SABRI, JULIAN F & SAHARA	MONVSTED	2001	\$			3,973.07
					\$			3,973.07
SOLD 05/14/2003 FOR 2002 TAXES								
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess			
				2002	\$			53,300.00
43-98	13 7 26 1 002 019,000	FRAUSTO BERNARDO & PATRICIA ANN	FIRST LIBERTY NATIONAL BANK	2002	\$			54,500.00
43-206	23 8 27 0 000 001,025	METROPOLITAN HOMES INC	FIRST LIBERTY NATIONAL BANK	2002	\$			57,800.00
					\$			57,800.00

Exhibit A

SOLD 05/18/2004 FOR 2003 TAXES					
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess
44-161	08 9 30 0 001 020.000	LEE, BARBARA M	HEARTWOOD 88, LLC	2003	\$5,325.00
44-233	29 3 08 0 002 018.000	SHELBY SPRINGS STOCK FARM C/O JOHN REAMER	WACHOVIA COLL AGT/\$ASS MUNI IV	2003	\$5,400.00
44-234	29 3 08 0 002 017.000	JOHN REAMER	WACHOVIA COLL AGT/\$ASS MUNI IV	2003	\$5,400.00
					\$16,125.00
SOLD 05/11/2005 FOR 2004 TAXES					
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess
45/30	13 4 20 2 002 022.000	AMERICAN LAND DEVELOPMENT CORPORATION	TAX EASE FUNDING L.P.	2004	\$5,000.00
45/79	29 6 14 4 000 008.000	BRYANT, CHARLES & ETHYL C/O ZALE MOORE	STERLING GRAVES	2004	\$200.00
45/89	01 7 35 0 000 014.004	BYNUM, JENNIFER	STERLING GRAVES	2004	\$300.00
45/157	10 4 17 0 002 032.000	DESTINY 98	TAX EASE FUNDING L.P.	2004	\$8,000.00
45/392	13 1 12 2 004 002.000	ROBERTS CAROLYN ELIZABETH	HEARTWOOD 88 LLC	2004	\$21,000.00
45/395	17 1 01 0 000 008.000	ROSSER, DANIEL P	CSC CUST FOR STRATEGIC MUN INV LLC	2004	\$6,500.00
45/417	10 9 30 0 002 006.001	SOUTHEASTERN REALTY & MORTGAGE	WACHOVIA CUST FOR PLYM PK SRVS	2004	\$21,000.00
45/462	22 7 35 2 005 037.000	WATERFORD LLC C/O JOHN G REAMER	MOORING TAX ASSET GROUP	2004	\$3,400.00
					\$65,400.00
SOLD 05/08/2006 FOR 2005 TAXES					
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess
46/308	15 4 17 0 000 005.116	SHELBY FOREST ESTATES LLC	TAX EASE LIEN INVESTMENTS 1 LLC	2005	\$4,000.00
					\$4,000.00
SOLD 5/1/2007 FOR 2006 TAXES					
Docket	Parcel No.	Owner Name	Bidder Name	Tax Year	Excess
47/45	04 2 09 0 000 002.000	CARUSLE TOMMY JOE & LOIS ANN	MOORING TAX ASSET GROUP	2006	\$2,000.00
47/47	14 4 18 2 000 013.001	CARTER MASON INVESTMENTS LLC	PLYMOUTH PARK TAX SERVICES LLC	2006	\$1,000.00
47/117	09 5 21 0 000 001.500	FOREST LAKES LLC	SFS, LLC	2006	\$1,000.00
47/121	10 2 04 0 004 051.000	FORREST TERESA GAYE	EQUIFUNDING INC	2006	\$56,000.00
47/148	05 7 35 0 001 007.001	HEARTWOOD 88LLC	EQUIFUNDING INC	2006	\$5,000.00
47/247	16 5 21 0 000 008.003	MCMANUS BURLIN D	PLYMOUTH PARK TAX SERVICES LLC	2006	\$1,000.00
47/309	09 3 08 0 005 007.000	REAMER DEVELOPMENT CORP	PLYMOUTH PARK TAX SERVICES LLC	2006	\$3,000.00
47/310	09 3 05 0 002 001.003	REAMER DEVELOPMENT CORP	SFS, LLC	2006	\$1,000.00
47/311	09 3 06 0 005 003.000	REAMER DEVELOPMENT CORP	PLYMOUTH PARK TAX SERVICES LLC	2006	\$1,000.00
47/344	22 7 35 2 005 042.000	SHELBY SPRINGS STOCK FARM LLC(53.3971%)	PLYMOUTH PARK TAX SERVICES LLC	2006	\$49,000.00
47/345	22 7 35 2 006 029.000	SHELBY SPRINGS STOCK FARM LLC(53.3971%)	SFS, LLC	2006	\$10,000.00
					\$130,000.00
SOLD 5/1/2008 FOR 2007 TAXES					
Docket	Parcel Number	Owner Name	Bidder Name	Tax Year	Excess
48/59	28 3 06 0 001 003.003	BARRY MICHAEL J	PLYMOUTH PARK TAX SERVICES LLC	2007	\$1,000.00
48/162	10 4 20 0 001 007.012	COMMUNITY ENVIRONMENTAL SYS INC 50% INT WELLING	MERCURY FUNDING	2007	\$1,000.00
48/163	23 6 14 3 001 013.004	COMMUNITY ENVIRONMENTAL SYSTEMS INC	MERCURY FUNDING	2007	\$1,000.00
48/177	22 3 07 0 000 006.013	DALE JOHN EDWARD	PLYMOUTH PARK TAX SERVICES LLC	2007	\$5,000.00
48/262	13 8 34 3 002 003.000	EDWARDS SPECIALTIES INC	MERCURY FUNDING	2007	\$15,000.00
48/267	12 8 34 0 000 013.011	EDWARDS SPECIALTIES INC	MERCURY FUNDING	2007	\$3,000.00
48/382	28 3 05 1 001 004.001	ISBELL WAYNE & CHRISTIE	EQUIFUNDING, INC	2007	\$11,000.00
48/421	27 6 14 0 000 004.000	LEE HOMER BEARDEN & SABO ELIZABETH LEE	TAX LIEN INCOME FUND	2007	\$15,000.00
48/480	35 3 07 0 001 012.013	LUCAS KEVIN	HEARTWOOD 88 LLC	2007	\$15,000.00
					\$67,000.00
SOLD 5/4/2009 FOR 2008 TAXES					
Docket	Parcel Number	Owner Name	Bidder Name	Tax Year	Excess
49/19	21 6 23 4 001 022.000	ALLOY CAST PRODUCTS INC	SFS LLC	2008	\$1,000.00
49/88	09 4 20 2 007 094.000	BRASHER SANDY A	EQUIFUNDING, INC	2008	\$39,000.00
49/133	09 5 22 0 001 001.000	CHARLES O HAYES	SFS LLC	2008	\$5,000.00
49/195	35 1 02 1 001 017.000	ENCLAVE LLC	SFS LLC	2008	\$50,000.00
49/196	35 1 02 2 001 050.000	ENCLAVE LLC	SFS LLC	2008	\$10,000.00
49/528	28 5 21 1 002 020.000	MOTT OIL INC	SFS LLC	2008	\$10,000.00
49/799	23 5 16 0 001 014.022	VICTOR PAMELA R & BERNARD S	EQUIFUNDING, INC	2008	\$37,000.00
					\$152,000.00
SOLD 5/3/2010 FOR 2009 TAXES					
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess
50/802	36 1 11 0 001 004.000	CURRY JEFFREY RUSH III	SHEPHERD JOSEPH	2009	\$18,000.00
50/1083	13 5 22 4 001 001.002	J HARRIS DEVELOPMENT CORP	BURLESON THOMAS W AND PAMELA H	2009	\$5,000.00
50/1485	04 4 19 0 000 002.022	PAVLAKOVIC DAVID J & CYNTHIA FLEISCHER	MERCURY FUNDING LLC	2009	\$80,000.00
50/1608	28 4 17 1 003 007.000	SOUTHERN HOME SERVICES INC	MERCURY FUNDING LLC	2009	\$24,000.00
					\$127,000.00

Exhibit A

SOLD 5/2/2011 FOR 2010 TAXES					
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess
51/55	23 2 03 4 001 046.132	BELUSCAR KAREN O	U S BANK AS CUSTODIAN FOR TOWER DRW	2010	\$25,000.00
51/199	13 5 13 1 002 014.000	COUNTYWIDE HOME LOANS SERVICING LP	DEBT EQUITY INVESTMENT LP III	2010	\$23,000.00
51/338	10 5 15 0 002 033.000	HEARTWOOD 88 LLC	MERCURY FUNDING LLC	2010	\$20,000.00
51/751	35 1 11 0 005 017.000	SHILOH CREEK LLC	MERCURY FUNDING LLC	2010	\$24,000.00
					\$92,000.00
SOLD 4/2/2012 FOR 2011 TAXES					
Docket	Parcel No.	Owner Name	Bidder Name	Record Year	Excess
52/730	13 5 21 4 003 015.000	HODGES JONNI MAE	EQUIVEST FINANCIAL LLC	2011	\$5,000.00
52/776	13 4 20 1 006 006.000	LAMBERT JODI	EQUIVEST FINANCIAL LLC	2011	\$35,000.00
52/817	09 4 20 4 003 026.000	MAUK CHERISSE D	MERCURY FUNDING LLC	2011	\$36,000.00
52/824	19 5 06 2 001 007.003	MCKINNON ROBERT W	SHEPHERD JOSEPH	2011	\$10,000.00
52/906	20 7 26 0 001 004.000	PAYTON JAMES ROBERT & WARD DARRELL S	JARED PROPERTIES	2011	\$2,000.00
52/919	35 1 11 0 005 010.000	REGIONS BANK	JARED PROPERTIES	2011	\$1,000.00
52/920	35 1 11 0 005 011.000	REGIONS BANK	JARED PROPERTIES	2011	\$1,000.00
52/921	35 1 11 0 005 012.000	REGIONS BANK	JARED PROPERTIES	2011	\$1,000.00
52/922	35 1 11 0 005 013.000	REGIONS BANK	JARED PROPERTIES	2011	\$1,000.00
52/930	01 7 35 0 000 014.000	SFS LLC	JARED PROPERTIES	2011	\$4,000.00
52/959	28 5 21 1 002 020.000	SFS LLC	JARED PROPERTIES	2011	\$1,000.00
52/953	27 5 21 3 001 007.000	SIGMA INVESTMENT CORP	MERCURY FUNDING LLC	2011	\$40,000.00
52/1017	17 2 03 0 000 024.001	THOMASSON WILLIAM TIMOTHY	EQUIVEST FINANCIAL LLC	2011	\$5,000.00
					\$192,000.00

AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (this "Agreement") is entered into by **CITY OF ALABASTER**, a municipal corporation organized under the laws of the State of Alabama (the "City"), **SHELBY COUNTY**, a political subdivision of the State of Alabama (the "County"), **BBH SBMC, LLC**, a limited liability company organized under the laws of the State of Delaware (the "Company"), and **THE MEDICAL CLINIC BOARD OF THE CITY OF ALABASTER**, a public corporation organized under the laws of the State of Alabama (the "Issuer").

Recitals

The Company wishes to acquire and construct certain medical clinics and clinical facilities to be located within the City and County (the "Improvements"), as described more particularly in a lease agreement (the "Lease Agreement") entered into on the date hereof by the Company and the Issuer. The Issuer has agreed to finance the acquisition and construction of the Improvements through the issuance of the Issuer's subordinated revenue bonds (the "Bonds").

The Medical Clinic Board of the City of Alabaster is organized under the provisions of Ala. Code §§ 11-58-1 et seq. (the "Enabling Law"). The Enabling Law provides tax exemptions under certain circumstances as set forth in Ala. Code § 11-58-14. The Company is entering into this Agreement to make certain payments in lieu of taxes, as described below, to the City and the County in order to induce the City, the County and the Issuer to take the actions contemplated herein. The intent of this Agreement is that the Company shall pay to the City and the County all taxes, licenses, and governmental fees at the rate and in the amounts it would have otherwise paid to the City and the County but for the formation of the Issuer and the operation of the Enabling Law.

The Issuer has determined that financing for the Company on the terms contemplated by this Agreement will induce the Company to operate and maintain the Improvements in the City and County, and thereby enlarge, expand and improve the Company's existing operations in the City and County.

In connection with issuance of the Bonds, the Company and the City and County have agreed to enter into this Agreement.

NOW, THEREFORE, the City, the County, and the Company have agreed as set forth below:

ARTICLE 1

Agreements of the City, County and the Company

SECTION 1.1 Definitions

(a) For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meaning assigned in that certain Trust Indenture between the Issuer and The Bank of New York Mellon Trust Company, N.A. to be executed in connection with the issuance of the Bonds.

(b) "City ad valorem taxes" shall mean those annual taxes upon the real and tangible personal property value as assessed on October 1 of each year of this Agreement levied pursuant to Alabaster City Code § 38-19, or any successor provision of law, and any portion of County ad valorem taxes levied by the County and designated for the Alabaster City School Board.

(c) "City Lease Tax" shall mean the tax levied by the City upon the leasing or renting of tangible personal property as set out in Alabaster City Code §§ 38-90 et seq., or any successor provision of law.

(d) "City Licenses" shall mean any licenses required by the City as set out in Alabaster City Code §§ 8-19 et seq., or any successor provision of law.

(e) "City Sales/Use Taxes" shall mean the taxes levied pursuant to Alabaster City Code §§ 38-48 et seq., or any successor provision of law.

(f) "County ad valorem taxes" shall mean those annual taxes upon the real and tangible personal property value as assessed on October 1 of each calendar year of this Agreement levied pursuant to Resolution No. 15-02-09-03 adopted by the Shelby County Commission on February 9, 2015, and any subsequent resolution or ordinance of said commission levying general and special ad valorem taxes on real and tangible personal property pursuant to Act No. 2014-433, and other acts of the Alabama Legislature heretofore adopted and as amended from time to time, including, but not limited to taxes levied for the benefit of the Shelby County Board of Education.

(g) "County Lease Tax" shall mean the tax levied by the County upon the leasing or renting of tangible personal property as set out in Act No. 92-499 adopted by the Alabama Legislature, or any successor provision of law.

(h) "County Licenses" shall mean any licenses required by the County as authorized by the Alabama Legislature.

(i) "County Sales/Use Taxes" shall mean the taxes levied pursuant to Act No. 81-461 adopted by the Alabama Legislature, or any successor provision of law.

(j) "Estimated Tax-Equivalent Payments" shall mean a fixed payment, whether one or more, in an amount that is equal to eighty percent (80%) of the Tax-Equivalent Payments with respect to City and County Sales/Use Taxes during any given month in which this Agreement is in effect as estimated and determined by the Company.

(j) "Tax-Equivalent Payments" shall mean City Sales/Use Taxes, County Sales/Use Taxes, City ad valorem taxes (including taxes levied for the benefit of the Alabaster City Board of Education), and County ad valorem taxes (including taxes levied for the benefit of the Shelby County Board of Education) that, but for exemptions under the Enabling Law, or any successor provision of law, would otherwise have been paid to, or for the benefit of the City, the Alabaster City Board of Education, the County or the Shelby County Board of Education but for the formation of the Issuer and the Enabling Law.

(k) "Term" shall have the meaning set forth in Section 1.2(a) below.

SECTION 1.2 Payment of Tax-Equivalent Payments

(a) Effective as of the date on which the Bonds are issued and continuing through the last day of the calendar month during which either (i) any Bonds, or any refunding bonds thereof, are outstanding or (ii) any real property, tangible personal property or Improvements are owned by the Issuer and leased to the Company (such period being referred to as the "Term"), the Company shall pay the Tax-Equivalent Payments and the Estimated Tax-Equivalent Payments, as applicable, in accordance with subsections (b) and (c) below; any City or County Licenses fee, permit fee, application fee, inspection fee or any other fees shall be paid when they would have otherwise been due. The parties hereto agree that it

is their collective intent that the Company pay, as Tax-Equivalent Payments, such amounts that would have otherwise been due to the City and the County if such property or Improvements were owned, operated, purchased, consumed, leased or utilized by the Company without the provisions and exemptions afforded by or due to the Issuer under the Enabling Law. In amplification of the above, the Lease Agreement shall be disregarded for purposes of the City Lease Tax and the County Lease Tax; provided, however, that nothing within this Agreement shall be construed to provide an exemption to the City Lease Tax or the County Lease Tax to the extent that the Company enters into any financing lease with any third-party financing entity (other than the Issuer) with respect to tangible personal property. Notwithstanding anything herein to the contrary, the Company shall not be required to pay: (i) any Tax-Equivalent Payments with respect to any real and tangible personal property for which the Company has also paid any actual City or County ad valorem taxes or City or County Sales/Use Taxes or (ii) any City or County ad valorem taxes or City or County Sales/Use Taxes with respect to any real and tangible personal property for which the Company has also paid Tax-Equivalent Payments. Notwithstanding anything herein to the contrary, the obligation of the Company to pay the Tax-Equivalent Payments pursuant to this Agreement shall be deemed to be immediately modified upon any change in the Enabling Law (or interpretation of law) or a ruling by a court of competent jurisdiction resulting in the actual assessment of City or County ad valorem taxes or City or County Sales/Use Taxes (or any combination of any such taxes) upon the Company's leasehold interest in any real and/or tangible personal property that forms part of the Improvements, but only to the extent that such changes in interpretation or law would require the Company to make both a payment in lieu of taxes (as contemplated by this Agreement) and the actual taxes imposed.

(b) During the Term, one (1) time a year on or before October 31 of each calendar year beginning on October 31, 2017 and ending on September 30, 2017 (representing ad valorem taxes payable to the City for the tax year beginning on October 1, 2016) and each subsequent tax year thereafter September 30 of the tax year in which the Term ends, the Company shall pay Tax-Equivalent Payments with respect to City ad valorem taxes. During the Term, one (1) time a year on or before December 31 of each calendar year thereafter beginning on December 31, 2017 (representing ad valorem taxes payable to the County for the tax year beginning on October 1, 2016) through September 30 of the tax year in which the Term ends, the Company shall pay Tax-Equivalent Payments with respect to County ad valorem taxes.

(c) During the Term, on or before the twentieth (20th) day after the end of each month beginning on November 20, 2016, the Company shall pay Estimated Tax-Equivalent Payments in the amount of \$70,000 to the City and \$17,500 to the County. On or before the twentieth (20th) day of the first month of each calendar quarter beginning on January 20, 2017 and ending on the twentieth (20th) day of the calendar quarter following the expiration, or earlier termination, of this Agreement, the Company shall make a Tax-Equivalent Payment in an amount equal to the differential, if any, between the aggregate amount of the Estimated Tax-Equivalent Payments made during the preceding calendar quarter and the Tax-Equivalent Payments actually due and payable with respect to City and County Sales/Use Taxes during such calendar quarter.

(d) The Company's failure to make any Tax-Equivalent Payments shall be treated as failure to make payment of municipal and/or county sales and use taxes, ad valorem taxes, lease taxes and licenses, respectively, and will be governed by the same provisions of law that apply to the failure to make payment of municipal and/or county sales and use taxes, ad valorem taxes, lease taxes and licenses, respectively, including enforcement and collection of municipal and/or county sales and use taxes to the extent permitted by law. In the event that any party to this Agreement commences a proceeding to enforce the provisions of this Agreement, then it shall be solely in the Circuit Court of Shelby County, Alabama, not subject to transfer to any other circuit court of the State of Alabama, and not subject to

remove to federal court. The parties expressly waive trial by jury on all issues arising out of the enforcement of this Agreement.

(e) Notwithstanding anything herein to the contrary, nothing in the Agreement shall be construed as waiving, rescinding, or otherwise abating any City or County Licenses that may be required for the operation of the Company. To the extent that any part of this Agreement or the Enabling Law affects any City or County Licenses fee, permit fee, application fee, inspection fee or any other fees, the Company agrees to pay same as a Tax-Equivalent Payment on the dates otherwise such City or County Licenses would be due. Nothing within this paragraph shall be construed to require the Company to pay any City or County Licenses fee, permit fee, application fee, inspection fee or any other fees imposed by either of the City or the County on taxpayers subject to their jurisdiction that would not otherwise be payable if the Company held legal title to any real and/or tangible personal property that forms part of the Improvements.

SECTION 1.3 Inspection Rights of the City and County

(a) The Company will permit any attorneys, accountants or other agents or representatives designated by the City or County to (i) have access to and visit and inspect any of the accounting systems, books of account, and financial records and properties of the Company which pertain to the Tax-Equivalent Payments and the determination of the Tax-Equivalent Payments, (ii) examine and make abstracts from any such accounting systems, books and records, and (iii) discuss the affairs, finances and accounts of the Company pertaining to the Tax-Equivalent Payments and the determination of the Tax-Equivalent Payments, with its officers, employees or agents, all at reasonable business times and upon reasonable notice.

(b) The Company will each year timely file online its Business Personal Property Rendition in form and substance established by the Shelby County Property Tax Commissioner (or any successor to the jurisdiction thereof).

(c) The Company, on behalf of the Issuer, will each year timely file online the Issuer's Business Personal Property Rendition in form and substance established by the Shelby County Property Tax Commissioner (or any successor to the jurisdiction thereof).

(d) At the request of either of the City, the County or the Shelby County Property Tax Commissioner (or any successor to the jurisdiction thereof), or any one or more of the foregoing, the Company will timely prepare and submit a detailed list of all real and tangible personal property which is in possession of the Company or any affiliated company, and is used in connection with or related to any operations or activities in Shelby County, Alabama.

SECTION 1.4 Credit for Tax-Equivalent Payments Made

In the event that any amounts are paid by the Company, its successors or assigns, as Tax-Equivalent Payments on its interests in any real and/or tangible personal property that forms part of the Improvements, such amounts shall be fully credited against and reduce the amount of Tax-Equivalent Payments due pursuant to Section 1.2 above, and the Company, its successors or assigns, shall, likewise, be entitled to a credit (or, at the option of the Company, a refund) of the same by virtue of any overpayment thereof resulting from such credit and reduction. Any such credit claimed by the Company shall have the effect of reducing the amount of the subsequent Tax-Equivalent Payment. Any such refund requested by the Company shall be paid within ninety (90) days of written request therefor, unless either of the City or the County contests or disputes in good faith the amount of any such refund.

SECTION 1.5 Right of the Company to Contest Ad Valorem Value Assessments

(a) The Company shall have the right, in its own name or the Issuer's name, or both, to contest to the Shelby County Board of Equalization (or any successor to the jurisdiction thereof) or in the Circuit Court of Shelby County, Alabama the amount, applicability, interpretation or validity of the ad valorem value assessments of any real and/or tangible personal property that forms part of the Improvements by appropriate legal proceedings instituted. The Company shall hold the Issuer whole and harmless from any costs and expenses that Issuer may incur related to any such contest due to the Issuer's ownership of the Improvements. It shall be the Company's responsibility to secure from the office of the Shelby County Property Tax Commissioner (or any successor to the jurisdiction thereof) the annual notices of valuation and file any appeal therefrom no later than the applicable protest and appeal deadlines for taxpayers in the County for the applicable tax year. The failure of the Company to file an appeal by such date shall be deemed a waiver of any protest to the ad valorem value assessment for that tax year but shall not affect any subsequent tax year rights of appeal. In the event that the Shelby County Board of Equalization fails or refuses to hear a timely filed protest filed by the Company in any given tax year, the Company may file an appeal directly to the Circuit Court of Shelby County, Alabama within thirty (30) days of the Company's initial written notice of protest to the Shelby County Board of Equalization, and such filing to circuit court shall be deemed timely filed irrespective of any subsequent jurisdictional challenges to the filing of said notice.

(b) The Company's right to contest pursuant to this Section 1.5 shall include, but not be limited to, the right to file, in its own name or the Issuer's name, or both, an administrative appeal to the Shelby County Board of Equalization (or any successor to the jurisdiction thereof), protest, lawsuit or other similar proceeding relating to the ad valorem value assessments of any real and/or tangible personal property that forms part of the Improvements, or any matters related thereto, but shall not include the right to contest the legality of this Agreement or the payments agreed to herein. Any lawsuits filed under the authority of this Section 1.5 shall be filed in the Circuit Court of Shelby County, Alabama.

(c) The parties hereto agree that the Lease Agreement shall obligate the Issuer (i) to offer no objection to any such contest or proceeding pursuant to this Section 1.5 and, (ii) at the request of the Company, to reasonably cooperate with the Company in pursuing such contest or proceeding, but without expense to the Issuer. Any such contest or proceeding shall be brought in the Company's name unless otherwise required by law, in which case the contest or proceeding may be brought in the Issuer's name.

ARTICLE 2

Miscellaneous

SECTION 2.1 Notices

(a) Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with, the Company or the City or the County must (except as otherwise provided in this Agreement) be in writing and be delivered by one of the following means: (1) by personal delivery at the hand delivery address specified below, or (2) by first-class, registered or certified mail, postage prepaid and addressed as provided below. The hand delivery address and mailing address for receipt of notice or other documents are as follows:

Company:

BBH SBMC, LLC
1445 Ross Avenue, Suite 1400
Dallas, TX 75202

City:

City of Alabaster
1953 Municipal Way
Alabaster, AL 35007
Attention: City Manager

County:

Shelby County Commission
Shelby County Administration Building
200 W. College Street
Columbiana, AL 35051
Attention: County Manager

Issuer:

The Medical Clinic Board of the City of Alabaster
1953 Municipal Way
Alabaster, AL 35007
Attention: Chair

Any of such parties may change the address for receiving any such notice or other document by giving notice of the change to the other parties named in this Section.

(b) Any such notice or other document shall be deemed delivered when actually received by the party to whom directed (or, if such party is not an individual, to an officer, director or other legal representative of the party) at the address specified pursuant to this Section, or, if sent by mail, three (3) calendar days after such notice or document is deposited in the United States mail, addressed as provided above.

SECTION 2.2 Assignment, Etc.

This Agreement shall inure to the benefit of and shall be binding upon the City, the County, the Company, and their respective successors and assigns. There shall be no assignment of this Agreement except with the written consent of the other parties, which consent shall not be unreasonably withheld.

SECTION 2.3 Severability

If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

SECTION 2.4 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

SECTION 2.5 Entire Agreement

This Agreement constitutes the entire agreement of the parties relating to the Tax-Equivalent Payments and supersedes all prior contracts or agreements, whether oral or written, with respect thereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

Dated: _____.

BBH SBMC, LLC

By: _____

Title: _____

Attest:

CITY OF ALABASTER

By: _____
Its City Clerk

By: _____
Its Mayor

Attest:

SHELBY COUNTY, ALABAMA

By: _____
Its County Manager

By: _____
Its Chairman

Attest:

**THE MEDICAL CLINIC BOARD OF THE CITY OF
ALASBASTER**

By: _____
Its Secretary

By: _____
Its Chairman



KENNETH R. COLE, P.E.
COUNTY ENGINEER

SHELBY COUNTY
HIGHWAY DEPARTMENT
COUNTY ENGINEER'S OFFICE
506 Highway 70
COLUMBIANA, ALABAMA 35051

TELEPHONE
205-669-3880
FAX
205-669-3882

September 2, 2016

Mr. Jim Meads, P.E.
Sain Associates, Inc.
2 Perimeter Park South, Suite 500 East
Birmingham, AL 35243

RE: Vincent Quarry Truck Routes – Access Permit
Case No. R10-05

Based on the discussions of the meeting on August 12, 2014 attended by John Slaughter, Alicia Bailey, you and me, we have considered your request to obtain an access permit that will designate certain segments of County Roads 62 and 85 as truck routes. Specifically, the truck route will commence at the intersection of US 231 and CR 62; thence run in an easterly direction along County Road 62 to the intersection of County Road 85; then turn right and run in a southerly direction along County Road 85 to the main entrance of the quarry, which is the terminus of the truck route. Trucks will be permitted to traverse both directions along the prescribed route, providing they do not exceed a maximum total weight of 80,000 pounds.

As we discussed, the operation of the quarry and the associated businesses that will establish operations on site will put a significant amount of truck traffic on these roads. Unfortunately, these roads were not constructed for heavy trucks to carry loads with State Road-legal weight limits. In order for your client to use these as haul routes, all of these road segments must be designated as truck routes and improved accordingly.

We were pleased with Mr. Hurley's assurance that the quarry would agree to limit all trucks that the quarry loaded to a maximum Gross Vehicle Weight (GVW) of 80,000 pounds, and that any other business partner that located on, or adjacent, to the quarry site would be contractually obligated to limit their trucks to 80,000 pounds maximum GVW, and to restrict their truck access and truck traffic to the designated truck route.

The aforementioned County roads will require significant improvements in order for the quarry to obtain an access permit. All costs associated with these improvements are the responsibility of the permittee.

The following comments and design parameters are based, in part, on information you provided to us. Future submittals must satisfactorily address the following:

- o Minimum 28 feet of asphalt paving (14 feet each side of centerline. Striped as 12 foot lanes with two foot paved shoulders)
 - o Minimum eight feet of shoulder required (two feet paved and six earthen)
 - o Minimum eight feet clear zone
 - o Maximum 3:1 fill/cut slopes
- j. All road widening less than four feet in width shall utilize a full depth asphalt buildup (estimated to be 6 1/2" black base and 1 1/2" wearing surface (as minimums). The proposed base is estimated to be: Mix 424C-351, Superpave Bituminous Concrete Base Layer, Widening, maximum aggregate size = 1 1/2", minimum installation rate = 715 lbs. /SY.
- k. Overlay the proposed truck routes with an asphalt wearing surface. The proposed wearing surface is estimated to be: Mix 424A-341, Superpave Bituminous Concrete Wearing Surface Layer, maximum aggregate size = 3/4", installation rate = 165 lbs. /SY.
- l. Improvements on County Road 62 where it intersects with US 231 must be coordinated with ALDOT. These improvements are expected to include a left turn lane on CR 62 onto US 231, radius improvements for a right turn flare on US 231, and slight realignment of Milan Drive at its intersection with US 231 to increase the separation from the intersection of CR 62.

The pavement thicknesses given above are based on the preliminary geotechnical information that you provided. We used the average thicknesses of the existing pavement to design this buildup. Therefore, the estimated pavement design is subject to change based on the recommendations from the geotechnical exploration performed during the design of the project.

The permittee will be responsible for any repairs that we deem necessary to any areas that fail, whether due to pavement failure, subgrade failure, or inadequate drainage, for a period of ten years from the date of acceptance of all improvements. The permittee will be required to enter into an agreement with this stipulation. Also, a bond must be posted for 125% of the estimated amount of all construction in the right-of-way.

The County Commission will have to officially approve my recommendations before you do any further work. In addition to the technical requirements, I will also recommend that you hold a Public Involvement Meeting early in the design phase of the project in order to inform the area residents and attempt to address any issues that they may have.

If you have questions or need any additional information, please do not hesitate to call.

Best regards,



Kenneth R. Cole, P.E.
County Engineer

cc: John Slaughter, P.E., Chief Engineer



KENNETH R. COLE, P.E.
COUNTY ENGINEER

**SHELBY COUNTY
HIGHWAY DEPARTMENT**
COUNTY ENGINEERING'S OFFICE
506 Highway 70
COLUMBIANA, ALABAMA 35051

TELEPHONE
205-669-3880
FAX 205-669-3882

August 12, 2016

The following information is published in compliance with Alabama Code § 9-15-100, "Disclosure of information concerning purchase of real property." The enclosed right of way purchases are pursuant to the River Road Project SCP 59-874-16, more particularly described as Improving River Road from Highway 13 to the Cahaba River in unincorporated Shelby County, Alabama.

Value for the parcels purchased was determined by appraisal as shown. These values were then reviewed and approved or adjusted by Shelby County. The final purchase price of each parcel was negotiated and administratively settled by Shelby County. These purchases were paid 50% from the Shelby County Capital Improvement Fund and 50% from the Shelby County General Highway Department Fund which is supported by monthly disbursements from the Alabama 7¢ Gas Tax Fund.

Questions concerning these purchases may be submitted to Mr. Scott Holladay, P.E., Chief Engineer, at the following address:

Shelby County Highway Department
506 Highway 70
Columbiana, AL 35051

Summary of Purchases

- Tract #1 – Alabama Trust Fund for the State of Alabama (Appraisal Self Administered by Alabama State Lands Division)
- Tract #3 – The Board of Trustees of the University of Alabama (See Attached Appraisal)

Summary of Donations

- Tract #2 – Shelby Investments LLC
- Tract #4 – Highway 13 LLC

Tract #1

9. GRANTEE agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

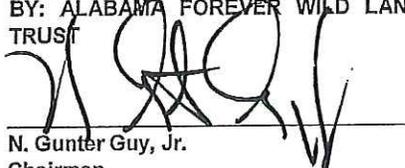
10. GRANTEE further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, national origin, genetic information, veteran status, or disability.

11. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if a contracting party found to be in violation of this provision, shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

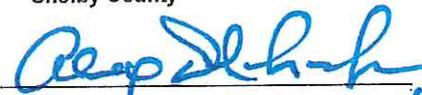
IN WITNESS WHEREOF, the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, has caused this instrument to be executed by its Commissioner on this the 16 day of June, 2016.

RECOMMENDED:


Patricia J. Powell,
Director
State Lands Division

GRANTOR:
ALABAMA TRUST FUND FOR THE
STATE OF ALABAMA (pursuant to
Amendment 543 to the Alabama
Constitution of 1901)
BY: ALABAMA FOREVER WILD LAND
TRUST

N. Gunter Guy, Jr.
Chairman

APPROVED LEGAL


GRANTEE:
Shelby County
By: 
Printed Name: Alex Dudastock
Title: Co. Mgr.

APPROVED:


Robert Bentley
Governor of Alabama
7/1/16
6/16/16

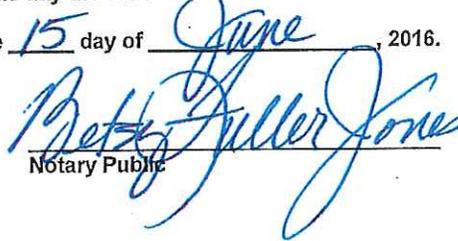
ATTEST:


John H. Merrill
Secretary of State

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that N. Gunter Guy, Jr., whose name, as Chairman of Alabama Forever Wild Land Trust, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such Chairman of Alabama Forever Wild Land Trust, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15 day of June, 2016.


Notary Public

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that ALEX DUDCROCK of Shelby County, whose name, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 25 day of July, 2016.


Notary Public

*This instrument prepared by
Jennifer Weber, Deputy General Counsel
Department of Conservation and Natural Resources
64 North Union Street
Montgomery, Alabama 36130-1901*

"Exhibit A"
Page 1 of 2

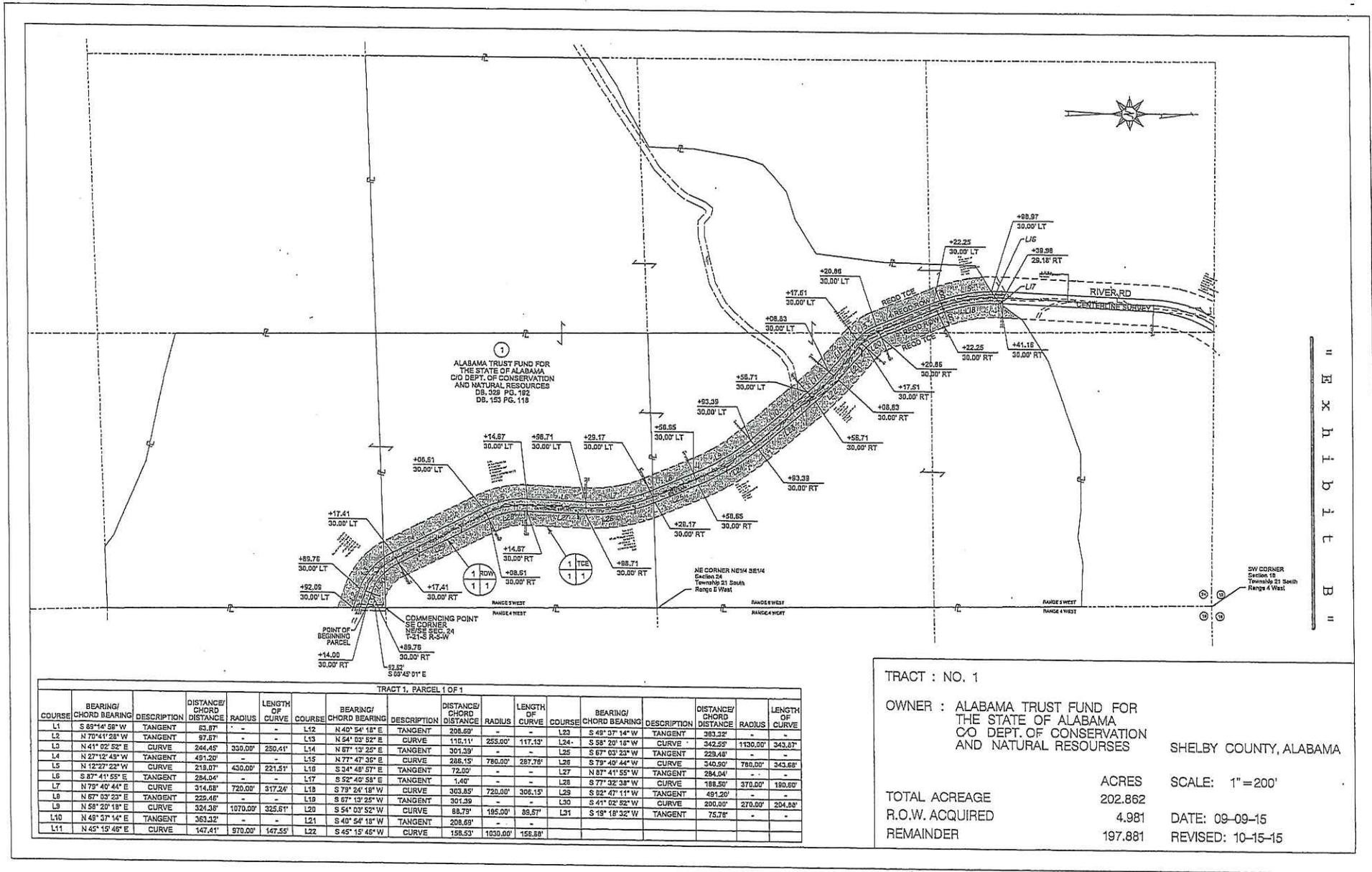
This Right of Way Easement granted is for a parcel of land situated in the East half of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 24; thence run South 0 degrees 45 minutes 01 seconds East along the East line of said Section for a distance of 92.56 feet to the POINT OF BEGINNING; thence run South 0 degrees 45 minutes 01 seconds East for a distance of 63.87 feet; thence run North 70 degrees 41 minutes 28 seconds West for a distance of 97.67 feet to the point of commencement of a curve to the right, said curve having a radius of 330.00 feet, a central angle of 43 degrees 28 minutes 39 seconds, a chord bearing of North 48 degrees 57 minutes 08 seconds West for a chord distance of 244.45 feet; thence run along arc of said curve for a distance of 250.41 feet; thence run North 27 degrees 12 minutes 49 seconds West for a distance of 491.20 feet to the point of commencement of a curve to the right, said curve having a radius of 430.00 feet, a central angle of 29 degrees 30 minutes 54 seconds, a chord bearing of North 12 degrees 27 minutes 22 seconds West for a chord distance of 219.07 feet; thence run along arc of said curve for a distance of 221.51 feet; thence run North 2 degrees 18 minutes 05 seconds East for a distance of 284.04 feet to the point of commencement of a curve to the left, said curve having a radius of 720.00 feet, a central angle of 25 degrees 14 minutes 42 seconds, a chord bearing of North 10 degrees 19 minutes 16 seconds West for a chord distance of 314.68 feet; thence run along arc of said curve for a distance of 317.24 feet; thence run North 22 degrees 56 minutes 37 seconds West for a distance of 229.48 feet to the point of commencement of a curve to the left, said curve having a radius of 1070.00 feet, a central angle of 17 degrees 26 minutes 09 seconds, a chord bearing of North 31 degrees 39 minutes 42 seconds West for a chord distance of 324.36 feet; thence run along arc of said curve for a distance of 325.61 feet; thence run North 40 degrees 22 minutes 46 seconds West for a distance of 363.32 feet to the point of commencement of a curve to the left, said curve having a radius of 970.00 feet, a central angle of 08 degrees 42 minutes 56 seconds, a chord bearing of North 44 degrees 44 minutes 14 seconds West for a chord distance of 147.41 feet; thence run along arc of said curve for a distance of 147.55 feet; thence run North 49 degrees 05 minutes 42 seconds West for a distance of 208.69 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 26 degrees 19 minutes 07 seconds, a chord bearing of North 35 degrees 56 minutes 08 seconds West for a chord distance of 116.11 feet; thence run along arc of said curve for a distance of 117.13 feet; thence run North 22 degrees 46 minutes 35 seconds West for a distance of 301.39 feet to the point of commencement of a curve to the right, said curve having a radius of 780.00 feet, a central angle of 25 degrees 22 minutes 34 seconds, a chord bearing of North 12 degrees 11 minutes 35 seconds West for a chord distance of 286.52 feet; thence run along arc of said curve for a distance of 288.15 feet; thence run North 55 degrees 11 minutes 03 seconds East for a distance of 71.33 feet; thence run North 37 degrees 19 minutes 02 seconds East for a distance of 2.35 feet to the point of commencement of a curve to the left, said curve having a radius of 720.00 feet, a central angle of 25 degrees 22 minutes 34 seconds, a chord bearing of South 10 degrees 33 minutes 54 seconds East for a chord

"Exhibit A"
Page 2 of 2

distance of 304.59 feet; thence run along arc of said curve for a distance of 306.91 feet; thence run South 22 degrees 46 minutes 35 seconds East for a distance of 301.39 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 26 degrees 19 minutes 07 seconds, a chord bearing of South 35 degrees 56 minutes 08 seconds East for a chord distance of 88.79 feet; thence run along arc of said curve for a distance of 89.57 feet; thence run South 49 degrees 05 minutes 42 seconds East for a distance of 208.69 feet to the point of commencement of a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 08 degrees 42 minutes 56 seconds, a chord bearing of South 44 degrees 44 minutes 14 seconds East for a chord distance of 156.53 feet; thence run along arc of said curve for a distance of 156.88 feet; thence run South 40 degrees 22 minutes 46 seconds East for a distance of 363.32 feet; to the point of commencement of a curve to the right, said curve having a radius of 1130.00 feet, a central angle of 17 degrees 26 minutes 09 seconds, a chord bearing of South 31 degrees 39 minutes 42 seconds East for a chord distance of 342.55 feet; thence run along arc of said curve for a distance of 343.87 feet; thence run South 22 degrees 56 minutes 37 seconds East for a distance of 229.48 feet to the point of commencement of a curve to the right, said curve having a radius of 780.00 feet, a central angle of 25 degrees 14 minutes 42 seconds, a chord bearing of South 10 degrees 19 minutes 16 seconds East for a chord distance of 340.90 feet; thence run along arc of said curve for a distance of 343.68 feet; thence run South 2 degrees 18 minutes 05 seconds West for 284.04 feet to the point of commencement of a curve to the left, said curve having a radius of 370.00 feet, a central angle of 29 degrees 30 minutes 54 seconds, a chord bearing of South 12 degrees 27 minutes 22 seconds East for a chord distance of 188.50 feet; thence run along arc of said curve for a distance of 190.60 feet; thence run South 27 degrees 12 minutes 49 seconds East for a distance of 491.20 feet to the point of commencement of a curve to the left, said curve having a radius of 270.00 feet, a central angle of 43 degrees 28 minutes 39 seconds, a chord bearing of South 48 degrees 57 minutes 08 seconds East for a chord distance of 200.00 feet; thence run along arc of said curve for a distance of 204.88 feet; thence run South 70 degrees 41 minutes 28 seconds East for a distance of 75.76 feet to the POINT OF BEGINNING.

Said parcel contains 216,972 square feet or 4.981 acres more or less.



COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE	COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE	COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE
L1	S 89°14' 58" W	TANGENT	63.87'	-	-	L12	N 40° 54' 18" E	TANGENT	208.69'	-	-	L23	S 49° 57' 14" W	TANGENT	383.32'	-	-
L2	N 70° 41' 28" W	TANGENT	97.67'	-	-	L13	N 54° 03' 52" E	CURVE	115.11'	255.00'	117.13'	L24	S 58° 20' 18" W	CURVE	342.55'	1130.00'	343.87'
L3	N 41° 02' 52" E	CURVE	244.45'	330.00'	250.41'	L14	N 67° 13' 25" E	TANGENT	301.39'	-	-	L25	S 67° 03' 23" W	TANGENT	223.60'	-	-
L4	N 27° 12' 43" W	TANGENT	481.20'	-	-	L15	N 77° 47' 35" E	CURVE	288.15'	780.00'	287.78'	L26	S 79° 40' 44" W	CURVE	340.50'	780.00'	343.68'
L5	N 12° 27' 23" W	CURVE	218.07'	450.00'	221.51'	L16	S 34° 48' 57" E	TANGENT	72.00'	-	-	L27	N 87° 41' 55" W	TANGENT	284.04'	-	-
L6	S 87° 41' 55" E	TANGENT	234.04'	-	-	L17	S 52° 49' 58" E	TANGENT	1.40'	-	-	L28	S 77° 32' 38" W	CURVE	188.50'	370.00'	190.60'
L7	N 79° 40' 44" E	CURVE	314.68'	720.00'	317.24'	L18	S 70° 54' 18" W	CURVE	303.85'	720.00'	306.15'	L29	S 82° 47' 11" W	TANGENT	491.20'	-	-
L8	N 67° 03' 23" E	TANGENT	325.48'	-	-	L19	S 67° 13' 25" W	TANGENT	301.39'	-	-	L30	S 41° 02' 52" W	CURVE	200.00'	270.00'	204.89'
L9	N 58° 20' 18" E	CURVE	324.38'	1070.00'	325.61'	L20	S 54° 03' 52" W	CURVE	88.79'	195.00'	85.57'	L31	S 19° 18' 32" W	TANGENT	75.78'	-	-
L10	N 49° 37' 14" E	TANGENT	363.32'	-	-	L21	S 40° 54' 18" W	TANGENT	208.69'	-	-						
L11	N 45° 15' 46" E	CURVE	147.41'	970.00'	147.55'	L22	S 45° 15' 46" W	CURVE	158.53'	1030.00'	158.68'						

Tract #2

STATE OF ALABAMA)

River Road
Shelby County

SHELBY COUNTY)

Tract No. 2

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One dollar (\$1.00), cash in hand paid to the undersigned by the Shelby County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), Shelby Investments, LLC, a Georgia Limited Liability Company have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto Shelby County the following described property, lying and being in Shelby County, Alabama and more particularly described as

A parcel of land situated in the North half of Section 24 and South half of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 24; thence run North 35 degrees 12 minutes 29 seconds West for a distance of 363.18 feet to the POINT OF BEGINNING which is the point of commencement of a curve to the right, said curve having a radius of 780.00 feet, a central angle of 25 degrees 22 minutes 34 seconds, a chord bearing of North 0 degrees 29 minutes 42 seconds East for a chord distance of 57.29 feet; thence run along arc of said curve for a distance of 57.30 feet; thence run North 2 degrees 35 minutes 59 seconds East for a distance of 726.27 feet to the point of commencement of a curve to the right, said curve having a radius of 615.00 feet, a central angle of 42 degrees 06 minutes 40 seconds, a chord bearing of North 23 degrees 39 minutes 19 seconds East for a chord distance of 441.91 feet; thence run along arc of said curve for a distance of 452.01 feet; thence run North 44 degrees 42 minutes 39 seconds East for a distance of 484.71 feet to the point of commencement of a curve to the left, said curve having a radius of 720.00 feet, a central angle of 39 degrees 54 minutes 03 seconds, a chord bearing of North 24 degrees 45 minutes 38 seconds East for a chord distance of 491.34 feet; thence run along arc of said curve for a distance of 501.41 feet; thence run North 4 degrees 48 minutes 36 seconds East for a distance of 539.24 feet to the point of commencement of a curve to the left, said curve having a radius of 370.00 feet, a central angle of 29 degrees 00 minutes 39 seconds, a chord bearing of North 9 degrees 41 minutes 34 seconds West for a chord distance of 185.35 feet; thence run along arc of said curve for a distance of 187.34 feet; to the point of commencement of a curve to the right, said curve having a radius of 430.00 feet, a central angle of 52 degrees 42 minutes 02 seconds, a chord bearing of North 2 degrees 08 minutes 58 seconds East for a chord distance of 381.72 feet; thence run along arc of said curve for a distance of 395.51 feet; thence run North 28 degrees 29 minutes 59 seconds East for a distance of 229.82 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 36 degrees 56 minutes 17 seconds, a chord bearing of North 46 degrees 58 minutes 08 seconds East for a chord distance of 161.56 feet; thence run along arc of said curve for a distance of 164.40 feet; thence run North 65 degrees 26 minutes 16 seconds East for a distance of 466.12 feet to the point of commencement of a curve to the right, said curve having a radius of 2530.00 feet, a central angle of 06 degrees 23 minutes 15 seconds, a chord bearing of North 66 degrees 21 minutes 26 seconds East for a chord distance of 81.19 feet; thence run along arc of said curve for a distance of 81.19 feet; thence run South 0 degrees 38 minutes 55 seconds East for a distance of 64.88 feet to the point of commencement of a curve to the left, said curve having a radius of 2470.00 feet, a central angle of 06 degrees 23 minutes 15 seconds, a chord bearing of South 66 degrees 04 minutes 28 seconds West for a chord distance of 54.88 feet; thence run along arc of said curve for a distance of 54.88 feet; thence run South 65 degrees 26 minutes 16 seconds West for a distance of 466.12 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 36 degrees 56 minutes 12 seconds, a chord bearing of South 46 degrees 58 minutes 08 seconds West for a chord distance of 123.55 feet; thence run along arc of said curve for a distance of 125.71 feet; thence run South 28 degrees 29 minutes 59 seconds West for a distance of 229.82 feet to the point of commencement of a curve to the left, said curve having a radius of 370.00 feet, a central angle of 52 degrees 42 minutes 02 seconds, a chord bearing of South 2 degrees 08 minutes 58 seconds West for a chord distance of 328.46 feet; thence run along arc of said curve for a distance of 340.33 feet to the point of commencement of a curve to the right, said curve having a radius of 430.00 feet, a central angle of 29 degrees 00 minutes 39 seconds, a chord bearing of South 9 degrees 41 minutes 43 seconds East for a chord distance of 215.41 feet; thence run along arc of said curve for a distance of 217.72 feet; thence run South 4 degrees 48 minutes 36 seconds West for a distance of 539.24 feet to the point of commencement of a curve to the right, said curve having a radius of 780.00 feet, a central angle of 39 degrees 54 minutes 03 seconds, a chord bearing of South 24 degrees 45 minutes 38 seconds West for a chord distance of 532.28 feet; thence run along arc of said curve for a distance of 543.19 feet; thence run South 44 degrees 42 minutes 39 seconds West for 484.71 feet to the point of commencement of a curve to the left, said curve having a radius of 555.00 feet, a central angle of 42 degrees 06 minutes 40 seconds, a chord bearing of South 23 degrees 39 minutes 19 seconds West for a chord distance of 398.79 feet; thence run along arc of said curve for a distance of 407.91 feet; thence run South 2 degrees 35 minutes 59 seconds West for a distance of 726.27 feet to the point of commencement of a curve to the left, said curve having a radius of 720.00 feet, a central angle of 25 degrees 22 minutes 34 seconds, a chord bearing of South 2 degrees 07

minutes 23 seconds West for a chord distance of 11.98 feet; thence run along arc of said curve for a distance of 11.98 feet; thence run South 37 degrees 19 minutes 02 seconds West for 2.35; thence run South 55 degrees 11 minutes 03 seconds West for a distance of 71.33 feet to the POINT OF BEGINNING. Said parcel contains 252,996 square feet or 5.81 acres more or less.

And as shown on the Property Plat attached hereto and made a part hereof:

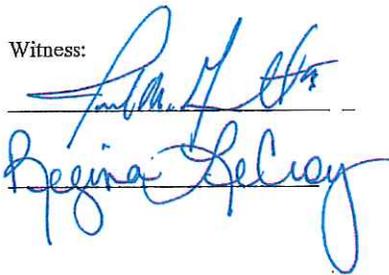
To Have and To Hold, unto Shelby County, its successors and assigns in fee simple forever.

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.

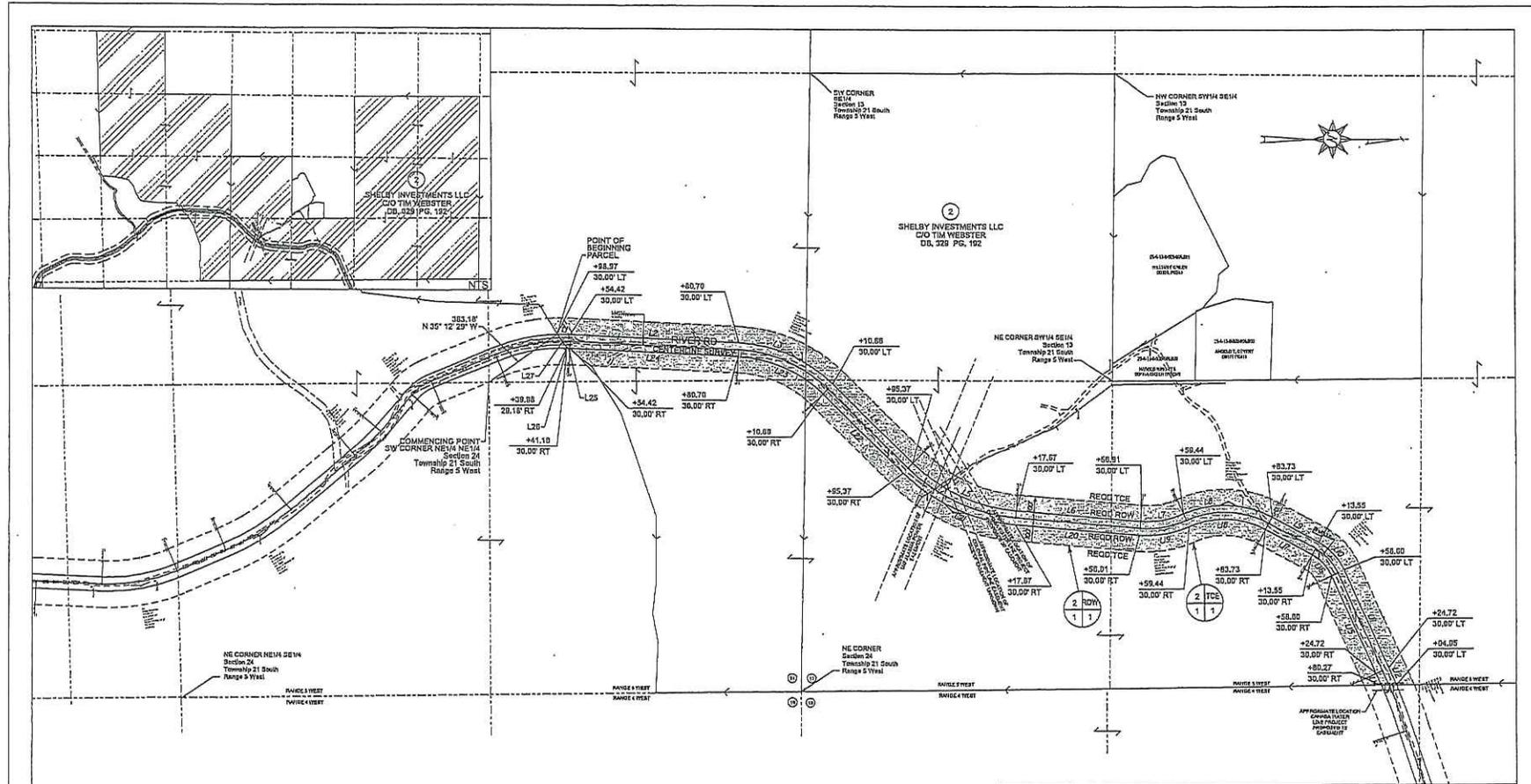
The grantor(s) herein further covenant(s) and agree that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release Shelby County and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the 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 14th day of October, 2015.

Witness:




By: Tim Webster, Its Sole Managing Member



TRACT 2, PARCEL 1 OF 1

COURSE	BEARING	DESCRIPTION	DISTANCE/CHORD DISTANCE	RADIUS	LENGTH OF CURVE	COURSE	BEARING	DESCRIPTION	DISTANCE/CHORD DISTANCE	RADIUS	LENGTH OF CURVE	COURSE	BEARING	DESCRIPTION	DISTANCE/CHORD DISTANCE	RADIUS	LENGTH OF CURVE
L1	N 0° 22' 42" E	CURVE	57.29	780.00	57.30	L10	N 48° 58' 00" E	CURVE	161.58	255.00	184.40	L19	S 9° 41' 43" E	CURVE	215.41	430.00	217.72
L2	N 2° 35' 53" E	TANGENT	726.20	-	-	L11	N 65° 20' 15" E	TANGENT	485.12	-	-	L20	S 4° 48' 30" W	TANGENT	509.24	-	-
L3	N 23° 38' 10" E	CURVE	441.91	515.00	452.00	L12	N 68° 21' 20" E	CURVE	31.20	2530.00	81.20	L21	S 24° 42' 30" W	CURVE	532.28	760.00	543.16
L4	N 44° 42' 30" E	TANGENT	484.71	-	-	L13	S 0° 38' 55" E	TANGENT	84.80	-	-	L22	S 44° 42' 30" W	TANGENT	484.21	-	-
L5	N 24° 45' 38" E	CURVE	491.34	720.00	491.43	L14	S 60° 04' 28" W	CURVE	54.80	2470.00	54.80	L23	S 23° 39' 19" W	CURVE	398.79	555.00	407.91
L6	N 4° 48' 30" E	TANGENT	935.24	-	-	L15	S 65° 26' 16" W	TANGENT	488.12	-	-	L24	S 2° 38' 59" W	TANGENT	720.27	-	-
L7	N 9° 41' 34" W	CURVE	185.39	370.00	187.34	L16	S 40° 50' 00" W	CURVE	123.55	195.00	123.71	L25	S 2° 07' 22" W	CURVE	11.39	720.00	11.99
L8	N 2° 08' 51" E	CURVE	381.72	430.00	395.51	L17	S 23° 20' 59" W	TANGENT	228.82	-	-	L26	S 30° 19' 00" W	TANGENT	2.39	-	-
L9	N 28° 20' 22" E	TANGENT	232.62	-	-	L18	S 0° 08' 59" W	CURVE	325.48	370.00	340.33	L27	S 69° 11' 03" W	TANGENT	71.33	-	-

TRACT : NO. 2
 OWNER : SHELBY INVESTMENTS LLC SHELBY COUNTY, ALABAMA
 TOTAL ACREAGE 557.00 ACRES SCALE: 1" = 200'
 R.O.W. ACQUIRED 5.808 DATE: 09-09-15
 REMAINDER 551.192 REVISD: 05-11-16

Tract #3

River Road (CR251)

THIS INSTRUMENT PREPARED BY:

Michael I. Spearing
Office of Counsel
The University of Alabama System
Box 870106
Tuscaloosa, Alabama 35487-0106

STATE OF ALABAMA }

SHELBY COUNTY }

PUBLIC RIGHT-OF-WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Board of Trustees of The University of Alabama, a corporation, (hereinafter sometimes referred to as the "University"), for and in consideration of the sum of Ten Thousand and six hundred sixty five (\$10,665.00) Dollars, to it in hand paid by Shelby County, the receipt of which is hereby acknowledged, and subject to certain rights of reverter and conditions imposed herein, does hereby grant to Shelby County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of egress and ingress to and from said right-of-way and the right to cut and keep clear all trees and undergrowth and other obstructions on said right-of-way and danger trees adjacent thereto which now or may hereafter injure or endanger any of the works on said right-of-way, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across, or upon, said area herein conveyed without written permission of Shelby County; however, reserving, excepting, and imposing certain rights, limitations, conditions and restrictions as

hereinafter set out. Said right-of-way and easement being located in Shelby County, Alabama, and described as follows, to wit:

County Road 251 (River Road)

Commence at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 18; thence run South 00 degrees 38 minutes 55 seconds East along East section line for a distance of 21.92 feet to the POINT OF BEGINNING which is the point of commencement of a curve to the right, said curve having a radius of 2530.00 feet, a central angle of 06 degrees 23 minutes 15 seconds, a chord bearing of North 69 degrees 33 minutes 03 seconds East for a chord distance of 200.81 feet; thence run along arc of said curve for a distance of 200.87 feet; thence run North 71 degrees 49 minutes 31 seconds East for a distance of 384.74 feet to the point of commencement of a curve to the left, said curve having a radius of 970.00 feet, a central angle of 19 degrees 38 minutes 54 seconds, a chord bearing of North 62 degrees 00 minutes 04 seconds East for a chord distance of 331.01 feet; thence run along arc of said curve for a distance of 332.64 feet; thence run North 52 degrees 10 minutes 37 seconds East for a distance of 587.98 feet to the point of commencement of a curve to the right, said curve having a radius of 2530.00 feet, a central angle of 09 degrees 28 minutes 09 seconds, a chord bearing of North 56 degrees 54 minutes 41 seconds East for a chord distance of 417.65 feet; thence run along arc of said curve for a distance of 418.13 feet; thence run North 61 degrees 38 minutes 46 seconds East for a distance of 93.49 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 61 degrees 12 minutes 58 seconds, a chord bearing of North 31 degrees 02 minutes 17 seconds East for a chord distance of 198.57 feet; thence run along arc of said curve for a distance of 208.34 feet; thence run North 00 degrees 25 minutes 48 seconds East for a distance of 273.87 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 42 degrees 27 minutes 01 seconds, a chord bearing of North 21 degrees 39 minutes 18 seconds East for a chord distance of 184.64 feet; thence run along arc of said curve for a distance of 188.93 feet; thence run North 42 degrees 52 minutes 49 seconds East for a distance of 240.25 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 23 degrees 41 minutes 45 seconds, a chord bearing of North 31 degrees 01 minutes 56 seconds East for a chord distance of 80.07 feet; thence run along arc of said curve for a distance of 80.65 feet; thence run North 19 degrees 11 minutes 03 seconds East for a distance of 236.79 feet to the point of commencement of a curve to the right, said curve having a radius of 330.00 feet, a central angle of 52 degrees 28 minutes 22 seconds, a chord bearing of North 45 degrees 25 minutes 14 seconds East for a chord distance of 291.77 feet; thence run along arc of said curve for a distance of 302.22 feet; thence run North 71 degrees 39 minutes 25 seconds East for a distance of 290.31 feet to the point of commencement of a curve to the left, said curve having a radius of 320.00 feet, a central angle of 65 degrees 12 minutes 49 seconds, a chord bearing of North 39 degrees 03 minutes 01 seconds East for a chord distance of 344.88 feet; thence run along arc of said curve for a distance of 364.22 feet; thence run North 06 degrees 26 minutes 36 seconds East for a distance of 133.28 feet; thence run South 89 degrees 57 minutes 28 seconds East for a distance of 60.38 feet; thence run South 06 degrees 26 minutes 36 seconds West for a distance of 140.01 feet; thence run South

71 degrees 39 minutes 25 seconds West for a distance of 290.31 feet; thence run South 19 degrees 11 minutes 03 seconds West for a distance of 236.79 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 23 degrees 41 minutes 45 seconds, a chord bearing of South 31 degrees 01 minutes 56 seconds West for a chord distance of 104.71 feet; thence run along arc of said curve for a distance of 105.46 feet; thence run South 42 degrees 52 minutes 49 seconds West for a distance of 240.25 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 42 degrees 27 minutes 01 seconds, a chord bearing of South 21 degrees 39 minutes 18 seconds West for a chord distance of 141.19 feet; thence run along arc of said curve for a distance of 144.47 feet; thence run South 00 degrees 25 minutes 48 seconds West for a distance of 273.87 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 61 degrees 12 minutes 58 seconds, a chord bearing of South 31 degrees 02 minutes 17 seconds West for a chord distance of 259.67 feet; thence run along arc of said curve for a distance of 272.45 feet; thence run South 61 degrees 38 minutes 46 seconds West for a distance of 93.49 feet to the point of commencement of a curve to the left, said curve having a radius of 2470.00 feet, a central angle of 09 degrees 28 minutes 09 seconds, a chord bearing of South 56 degrees 54 minutes 41 seconds West for a chord distance of 407.75 feet; thence run along arc of said curve for a distance of 408.21 feet; thence run South 52 degrees 10 minutes 37 seconds West for a distance of 587.98 feet to the point of commencement of a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 19 degrees 38 minutes 54 seconds, a chord bearing of South 62 degrees 00 minutes 04 seconds West for a chord distance of 351.49 feet; thence run along arc of said curve for a distance of 353.22 feet; thence run South 71 degrees 49 minutes 31 seconds West for 384.74; to the point of commencement of a curve to the left, said curve having a radius of 2470.00 feet, a central angle of 06 degrees 23 minutes 15 seconds, a chord bearing of South 69 degrees 16 minutes 05 seconds West for a chord distance of 220.41 feet; thence run along arc of said curve for a distance of 220.48 feet; thence run North 00 degrees 38 minutes 55 seconds West for a distance of 64.88 feet to the POINT OF BEGINNING. Said parcel contains 263,059 square feet or 6.04 acres more or less.

Also a temporary construction easement described as follows:

A strip of land 100 feet to each side of the centerline of River Road, located outside River Road right of way being located in Parcel 24-4-18-0-000-001.000 as shown on the attached tract sketch, situation in the North half of Section 18, Township 21 South, Range 4 West, Shelby County, Alabama containing 14.08 acres, more or less.

To the extent allowed by law, Shelby County agrees to indemnify, protect and hold harmless the University against any and all claims for damages by reason of Shelby County's entry, construction, operation and maintenance of its facilities; provided, however, nothing herein shall be construed as requiring Shelby County to indemnify and save the University harmless against any damage to the extent the same may be caused by the sole or concurrent acts of negligence of The University of Alabama, its employees or

agents.

This grant of right-of-way and easement is made and accepted upon the following conditions subsequent which shall be binding upon and enforceable against said Shelby County, its successors and assigns, and each of them as follows:

Shelby County, its successors or assigns, shall utilize the easement herein granted only for the purposes stated herein and shall not make a different or varying use other than said purpose. Nothing contained herein shall be construed or interpreted so as to require Shelby County to utilize the right-of-way and easement herein granted. Misuse, non-use, or abandonment of said easement shall constitute a breach of this condition subsequent. In the event of such a breach, (whether caused by legal or other inability of Shelby County, *its* successors or assigns) in performing any of the obligations herein set forth, and should Shelby County fail to remedy such condition within 90 days after written notice of a breach having occurred, then all right, title and interest in and to the easement or grant herein made, shall, at the option of the University, revert to and become the property of the University, or its successors in title who have an immediate right of entry thereon, and Shelby County, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and any and all of the tenements, hereditaments, and appurtenances thereunto belonging. Should the University fail to insist in any one or more instances upon complete performance of any of the said conditions, such failure shall not be construed as a waiver or relinquishment of the future performance of any such conditions, but the obligations of Shelby County with respect to such future performance shall continue in full force and effect. Further, the remedy of reentry upon breach shall not serve to bar or prevent any other remedy provided by law to the University upon the breach of such conditions.

Shelby County, by its acceptance of this easement, covenants and agrees for itself, its successors and assigns, and every successor in interest to the easement herein granted, or any part thereof, which covenant shall attach to and run with the easement and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the University, its successors or assigns, against Shelby County, its successors or assigns and every successor in interest, or any part thereof, that:

1. Upon abandonment or non-use of the easement, Shelby County will, at its own expense, and within a reasonable time after written request by the University to do so, remove its facilities placed upon said property and restore same to a reasonable condition; and quitclaim deed all interests herein granted back to The Board of Trustees of The University of Alabama.

2. The consideration recited hereinabove does include the timber now on the herein described right-of-way; however, should Shelby County hereafter desire to cut any danger trees along said easement under any authority granted in this instrument, Shelby County will prior to cutting any danger tree(s), give notice to the University (Office of Land Management, Box 870176, Tuscaloosa, Alabama, 35487-0176, or at such other address as may from time to time be suggested) of its intention to cut the said danger tree(s) not less than 90 days prior to the time the cutting will take place. The University shall have 60 days after receipt of the notice of intention to cut, during which it may elect to harvest the danger tree(s) itself or may notify Shelby County that it will not harvest said tree(s). In the event the University either elects not to harvest the danger trees or otherwise fails to communicate with Shelby County prior to the expiration of 60 days after notification of Shelby County's intention to cut, then Shelby County shall be entitled to cut and remove the danger tree(s). In any circumstance under which Shelby County cuts or removes a danger tree(s), it shall reimburse the University for the Current market value of the tree(s) cut according to its highest and best use, disregarding difficulties associated with the removal of said trees(s) for commercial purposes. Payment to the University to be made not later than 45 days following the cutting of said trees.

3. To the extent allowed by law, Shelby County agrees to protect and conserve the University's rights and interest in property involved in this easement and adjacent property through reasonable and judicious use and development of the rights granted herein and further agrees to ~~indemnify~~ and pay the University for any damages to such retained rights and interest caused by Shelby County's acts or omissions in its use of the rights conveyed herein. The following examples of loss or damage are some of the losses that can reasonably be expected to occur. The examples are descriptive only and are not intended to limit in any way the occasions or losses for which Shelby County may be liable under this or any other provision of this agreement: (a) overspray or drifting spray, which said spray was intended to keep easement clean of growth which damages growth on adjacent property; (b) leaving rubbish or other material on the easement or adjacent property that becomes infested with insects that move onto property of the University damaging standing timber or other vegetation.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, in duplicate, in their respective names by the appropriate officers and officials of each on this the 21st day of April, 2016.

ATTEST:

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, a corp.

By:

Lynda Gilbert
Lynda Gilbert
Vice President for Financial Affairs
and Treasurer
The University of Alabama
Tuscaloosa, Alabama

ATTEST:

SHELBY COUNTY

BY:

Scott Hally

ITS:

Chief Civil Engineer

STATE OF ALABAMA }
COUNTY OF TUSCALOOSA }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Lynda Gilbert, whose name as Vice-President for Financial Affairs and Treasurer of The University of Alabama, 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 this conveyance, she executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 12th day of April, 2016.

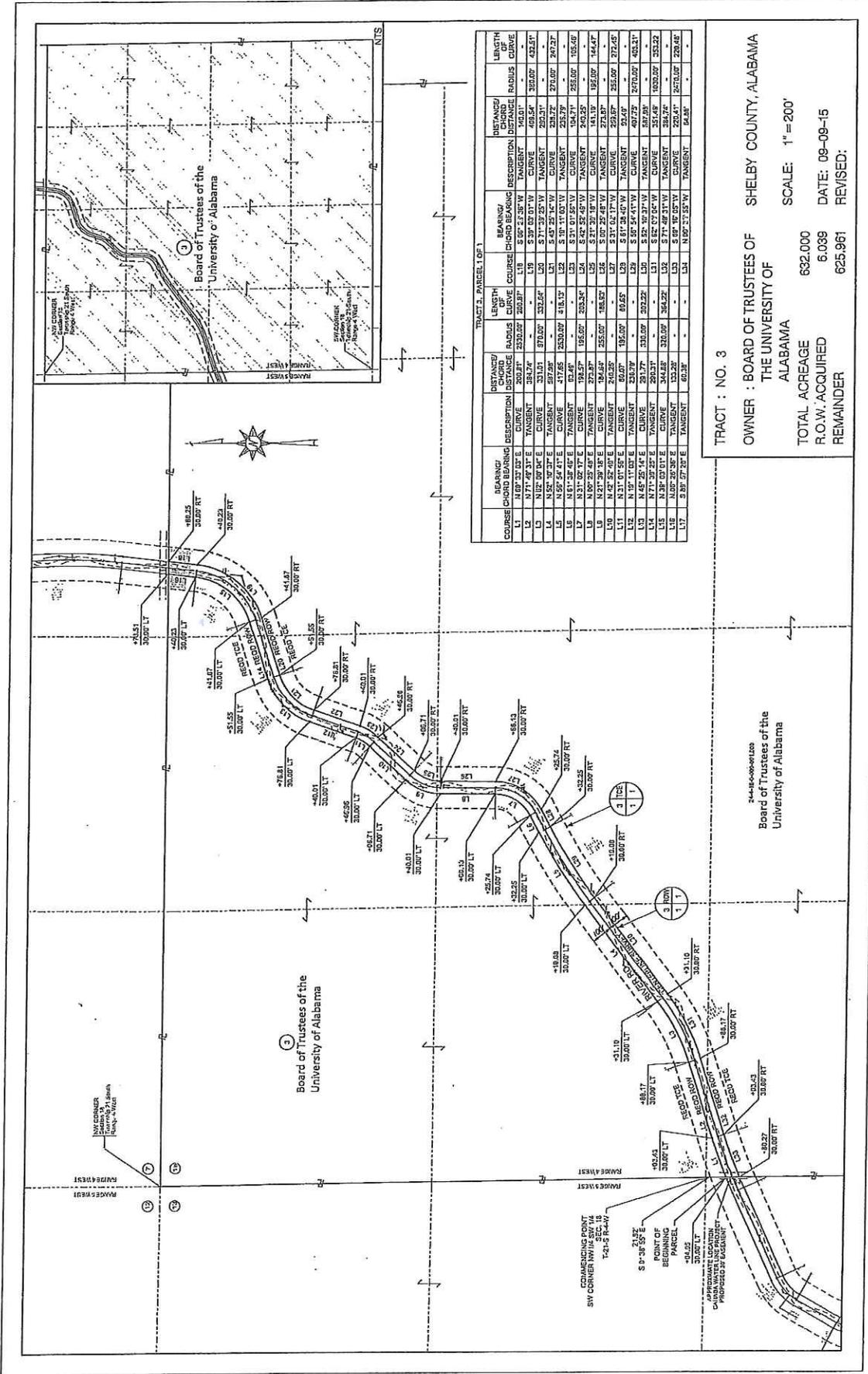
Kathy Hallaway
NOTARY PUBLIC
My Commission Expires: 5/31/2019

STATE OF ALABAMA }
COUNTY OF TUSCALOOSA }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Scott Holladay, whose name as Chief Civil Engineer of Shelby County, 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 this conveyance, he/she executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 22 day of April, 2016.

Regina DeCroy
NOTARY PUBLIC
My Commission Expires: 9/3/18



TRACT 3, PARCEL 1 OF 1

COURSE	BEARING	CHORD BEARING	CHORD DISTANCE	LENGTH OF CURVE	CHORD BEARING	CHORD DISTANCE	DESCRIPTION	BEARING	CHORD DISTANCE	DESCRIPTION	CHORD DISTANCE	LENGTH OF CURVE	RADIUS OF CURVE
L1	N 0° 33' 03" E	30.00°	30.00 FT	30.00 FT	S 89° 26' 57" W	30.00 FT	TANGENT	S 89° 26' 57" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L2	N 71° 49' 31" E	30.00°	30.00 FT	30.00 FT	S 18° 10' 29" W	30.00 FT	TANGENT	S 18° 10' 29" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L3	N 12° 09' 04" E	30.00°	30.00 FT	30.00 FT	S 77° 50' 56" W	30.00 FT	TANGENT	S 77° 50' 56" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L4	N 55° 39' 27" E	30.00°	30.00 FT	30.00 FT	S 34° 20' 33" W	30.00 FT	TANGENT	S 34° 20' 33" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L5	N 35° 54' 41" E	30.00°	30.00 FT	30.00 FT	S 54° 05' 19" W	30.00 FT	TANGENT	S 54° 05' 19" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L6	N 31° 02' 17" E	30.00°	30.00 FT	30.00 FT	S 58° 57' 43" W	30.00 FT	TANGENT	S 58° 57' 43" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L7	N 00° 25' 48" E	30.00°	30.00 FT	30.00 FT	S 89° 34' 12" W	30.00 FT	TANGENT	S 89° 34' 12" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L8	N 27° 39' 38" E	30.00°	30.00 FT	30.00 FT	S 62° 20' 22" W	30.00 FT	TANGENT	S 62° 20' 22" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L9	N 45° 25' 09" E	30.00°	30.00 FT	30.00 FT	S 44° 34' 51" W	30.00 FT	TANGENT	S 44° 34' 51" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L10	N 25° 25' 09" E	30.00°	30.00 FT	30.00 FT	S 64° 34' 51" W	30.00 FT	TANGENT	S 64° 34' 51" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L11	N 13° 11' 11" E	30.00°	30.00 FT	30.00 FT	S 76° 48' 49" W	30.00 FT	TANGENT	S 76° 48' 49" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L12	N 14° 25' 14" E	30.00°	30.00 FT	30.00 FT	S 75° 34' 46" W	30.00 FT	TANGENT	S 75° 34' 46" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L13	N 71° 39' 25" E	30.00°	30.00 FT	30.00 FT	S 18° 20' 33" W	30.00 FT	TANGENT	S 18° 20' 33" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L14	N 35° 07' 01" E	30.00°	30.00 FT	30.00 FT	S 54° 52' 59" W	30.00 FT	TANGENT	S 54° 52' 59" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L15	N 00° 25' 28" E	30.00°	30.00 FT	30.00 FT	S 89° 16' 05" W	30.00 FT	TANGENT	S 89° 16' 05" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT
L16	S 89° 57' 28" E	30.00°	30.00 FT	30.00 FT	N 00° 27' 55" W	30.00 FT	TANGENT	N 00° 27' 55" W	30.00 FT	TANGENT	30.00 FT	30.00 FT	30.00 FT

TRACT : NO. 3
 OWNER : BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
 TOTAL ACREAGE 632.000
 R.O.W. ACQUIRED 6.039
 REMAINDER 625.961
 SCALE: 1" = 200'
 DATE: 08-09-15
 REVISED:



MALOY AND COMPANY, INC.

Real Estate Appraisers & Consultants
2212 3rd Avenue, North
Birmingham, Alabama 35203
(205) 251-2185

January 19, 2016

The Board of Trustees of the University of Alabama
C/O Dr. Lynda Gilbert, PhD, CPA
Vice President for Financial Affairs and Treasurer
271 Rose Administration Building
Tuscaloosa, AL 35487

RE: **Appraisal Proposal**
Shelby County Road widening project
Tract 3 -632 acres+-
Taking: 6.039 acres+-
Temporary Construction Easement: 14.09 acres+-
Tax Parcel: 24-4-18-0-000-001.000

As requested, I have appraised the above referenced right of way acquisition proposed by The Shelby County Commission.

While The University of Alabama is not subject to eminent domain acquisition by a county, the appraisal complies with Title 18 of the Alabama Code, which sets forth the procedures for public acquisition projects. The appraisal was also prepared to be consistent with the Uniform Standards for Professional Appraisal Practice (USPAP).

Appraisals of this type require a valuation of the larger "before" tract prior to the acquisition, along with valuation of the remaining "after" tract which considers the permanent right of way needed, as well as the land encumbrance within the Temporary Construction Easement. The difference between the before and after valuations forms the basis of Just Compensation.

If I can provide any additional information, please contact me.

Respectfully submitted,

Richard A. Maloy, MAI, SRA, JD
State Certified General Real Estate Appraiser
Alabama Certificate # CG00199

attachment

RIGHT OF WAY ACQUISITION APPRAISAL

PROPERTY IDENTIFICATION

OWNER'S NAME	Board of Trustees of The University of Alabama
PROPERTY ADDRESS	River Road/County Highway
PROPERTY CITY/STATE	Helena, AL
CLIENT	Board of Trustees of The University of Alabama
FILE NUMBER	16C0003
PARCEL NO.	24-4-18-0-000-001,000
TRACT NO.	3
DATE OF VALUE	01/06/16
DATE OF REPORT	01/19/16

PREPARED BY
 MALOY AND COMPANY, INC.,
 2212 3RD AVENUE NORTH
 BIRMINGHAM, AL 35203
 PHONE 205.251.2185
 FAX 205.254.0070

X	ROW 1	VALUE SUMMARY
X	ROW 2	DAMAGE SUMMARY
X	ROW 3	ASSUMPTIONS/LIMITING CONDITIONS
X	ROW 4	SCOPE OF WORK
X	ROW 5	APPRAISAL CERTIFICATION
X	ROW 6	BEFORE VALUE DESCRIPTION
X	ROW 7	BEFORE VALUE LAND VALUATION
	ROW 8	MARSHALL & SWIFT COST ANALYSIS
	ROW 9	BEFORE VALUE COST APPROACH
X	ROW 10	BEFORE VALUE SALES COMPARISON APPROACH
X	ROW 11	AFTER VALUE--EFFECT OF THE ACQUISITION
X	ROW 12	TEMPORARY EASEMENT CALCULATIONS
X	ROW 13	AFTER VALUE LAND VALUATION
	ROW 14	AFTER VALUE COST APPROACH
	ROW 15	AFTER VALUE SALES COMPARISON APPROACH
X		APPENDIX
X		PHOTOS
X		SKETCH
X		LOCATION MAP
X		ACQUISITION MAP AND LEGAL DESCRIPTION
X		SALE LOCATION MAPS

ACQUISITION
SUMMARY

ROW 1

3

OWNER'S NAME	Board of Trustees of The University of Alabama
PROPERTY ADDRESS	County Highway 251
PROPERTY CITY/STATE	Helena, AL
CLIENT	Board of Trustees of The University of Alabama
FILE NUMBER	16C0003
PARCEL NO.	24-4-18-0-000-001.000
PROJECT	SHELBY COUNTY ROAD 251 WIDENING
TRACT NO.	3.00
DATE OF VALUE	1/6/16
DATE OF REPORT	1/19/16
INSP. BY	Richard Maloy
RIGHTS APPRAISED	Fee Simple
3 YEAR SALES HISTORY	NONE
LAST SALE PRICE	N/A
ZONING	NONE
HIGHEST AND BEST USE	FORESTRY
PROJECTED MARKETING TIME	12 -18 MONTHS
ESTIMATED EXPOSURE TIME	12 -18 MONTHS
	. SMALL PORTION AT CAHABA RIVER IN 100 YEAR FLOOD PLAIN MAP1117C0353E DATED 2/20/2013
IN FLOOD HAZARD AREA?	

		+AC.	+SF.
LAND SIZE			
<u>BEFORE</u>	TOTAL	632.0000	27,529,920
<u>AFTER--TOTAL</u>	TOTAL	625.9610	27,266,861
TAKING		6.0390	263,059
<u>TEMPORARY EASEMENT ACQUIRED (TCE)</u>		14.0900	613,760

TAX I.D.	LAND	IMP.	TOTAL	TAXES
24-4-18-0-000-001.000	\$ 1,137,600	\$ 0	\$ 1,137,600	exempt

IMPROVEMENTS	NONE	BEFORE	AFTER	DIFFERENCE
LAND VALUE INDICATION		\$ 1,042,800	\$ 1,032,800	\$ 10,000
COST APPROACH INDICATION	n/a		n/a	n/a
SALES COMPARISON INDICATION	n/a		n/a	n/a
INCOME VALUE INDICATION	n/a		n/a	n/a
RECONCILED VALUE		\$ 1,042,800	\$ 1,032,800	\$ 10,000
DIFFERENCE		\$ 10,000		

ACQUISITION AND DAMAGES	\$ 10,000
TEMPORARY EASEMENT ACQUIRED	\$ 665
TOTAL JUST COMPENSATION	\$ 10,665

SUMMARY OF TAKING AND DAMAGES

ROW 2

OWNER'S NAME	Board of Trustees of The University of Alabama		
PROPERTY ADDRESS	County Highway 251		
PROPERTY CITY/STATE	Helena, AL		
CLIENT	Board of Trustees of The University of Alabama		
TRACT NO.	3		
DATE OF VALUE	6-Jan-16		
<hr/>			
LAND SIZE			
BEFORE		632.000 +/-AC	
AFTER		625.961 +/-AC	
ACQUISITION		6.039	
HIGHEST AND BEST USE		FORESTRY	
<hr/>			
BEFORE VALUE		\$ 1,042,800	
AFTER VALUE		\$ 1,032,800	
DIFFERENCE		\$ 10,000	
<hr/>			
DIVIDED AS			
ACQUISITION			
FEE SIMPLE	6.04 SF @	\$ 1,650.00	\$ 9,964
DAMAGES TO REMAINDER			\$ 0
			\$ 0
			\$ 0
BENEFITS TO REMAINDER			
TOTAL ACQUISITION AND DAMAGES			<hr/> \$ 10,000
<hr/>			
TEMPORARY EASEMENT COMPENSATION			\$ 665
	14.090 ac.		
JUST COMPENSATION			\$ 10,665

ASSUMPTIONS AND LIMITING CONDITIONS

- 1 The legal description used in this report is assumed to be correct.
- 2 The appraiser has not surveyed the property. No responsibility is assumed by the appraiser for boundary line issues. It is assumed that utilization of the land and improvements is
- 3 The appraiser assumes no responsibility for matters of a legal nature. It is assumed that title to the property is marketable. The property is assumed to be under responsible ownership.
- 4 Unless previous arrangements have been made, the appraiser will not be required to give testimony or appear in court because of having made this appraisal.
- 5 The distribution of the total valuation in this report between land and improvements applies only to this appraisal. The separate valuations for land and building must not be in conjunction with any other appraisal and are invalid if so used.
- 6 All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report.
- 7 The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structures, which would make the property more or less valuable. I assume no responsibility for such conditions or for engineering which would be required to discover such factors. The appraiser does not warrant or guarantee the structural stability or the
- 8 The appraiser assumes that the property is in full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the report.
- 9 The appraiser assumes that applicable zoning, use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the report.
- 10 Sketches in this report are included to assist the reader in visualizing the property. The appraiser assumes no responsibility for their accuracy.
- 11 The information, estimates and opinions furnished to me and contained in this report were obtained from sources considered reliable and believed to be true and accurate. However, no responsibility for accuracy can be assumed by the appraiser.
- 12 This report is to be used in its entirety and only for the purpose for which it was prepared. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written qualification and only in its entirety.
- 13 The primary designated appraiser signing this report is a member and the associate appraiser may be a member or candidate for membership in The Appraisal Institute. The by-laws and regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate.
- 14 Financial forecasts and projections presented in this analysis are not guaranteed future occurrences. Using educated assumptions, the appraiser uses these projections to simulate the decision making process by which buyers and sellers determine price in the marketplace. Since these forecasts are based on assumptions and events that have not taken
- 15 Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as
- 16 The Americans with Disabilities Act (ADA) became effective on January 26, 1992. The appraiser has not made a specific compliance survey and analysis of the subject property to determine whether or not it is in compliance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed
- 17 This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth in Standard 2-2(C) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop

DEFINITION OF MARKET VALUE

In the 13th Edition of *The Appraisal of Real Estate*, published in 2008, the Appraisal Institute defines Market Value as:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is a consummation of a sale as of a specified date and the passing of title from

- 1 buyer and seller are typically motivated;
- 2 both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3 a reasonable time is allowed for exposure in the open market.
- 4 payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
- 5 the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Definition of Market Value for eminent domain purposes is: "The price the property would bring when offered for sale by a willing seller who is not forced to sell and which is sought by a willing buyer who is not required to buy, after due consideration of all the elements affecting value. (Code of Alabama §18-1A-172)"

VALUATION CERTIFICATE

ROW 5

OWNER'S NAME	Board of Trustees of The University of Alabama
PROPERTY ADDRESS	County Highway 251
PROPERTY CITY/STATE	Helena, AL
CLIENT	Board of Trustees of The University of Alabama
FILE NUMBER	16C0003
TRACT NO.	3

I (we) certify that to the best of my (our) knowledge and belief:

- 1 The statements of fact contained in this report are true and correct.
- 2 The reported analyses, opinions and conclusions are limited only by those assumptions and limiting conditions included in this report. These are my unbiased professional analyses, opinions and
- 3 I have no present or prospective personal interest or bias with respect to the subject property of this appraisal report and I have no personal interest or bias with respect to the parties involved.
- 4 My employment or compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value estimate, the attainment of a
- 5 **FIRREA CERTIFICATION** My employment or compensation is not based on the reporting of a requested minimum valuation, or based upon the approval of a loan.
- 6 My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics of the Appraisal Institute and the Standards of
- 7 The use of this report is subject to the requirements of the Appraisal Institute relating to review by their duly authorized representatives.
- 8 Signatories of this report holding the MAI and SRA designations are currently certified under the continuing education program of the Appraisal Institute.
- 9 This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board.
- 10 The primary appraiser certifies that he has the education and experience required to meet the competency provisions of USPAP and FIRREA, as regards the complexity of this assignment.
- 11 No one other than the undersigned provided significant assistance in preparation of the analyses, opinions and conclusions concerning real estate that are set forth in this appraisal report. Personal inspection of the subject property of this report was made by Richard Maloy.
- 12 The appraiser has not performed any real estate valuation services on the subject property in the past three years.



Richard A. Maloy MAI, SRA
State Certified General Real Property Appraiser
Alabama Certificate #G00199

BEFORE VALUE ANALYSIS

ROW 6

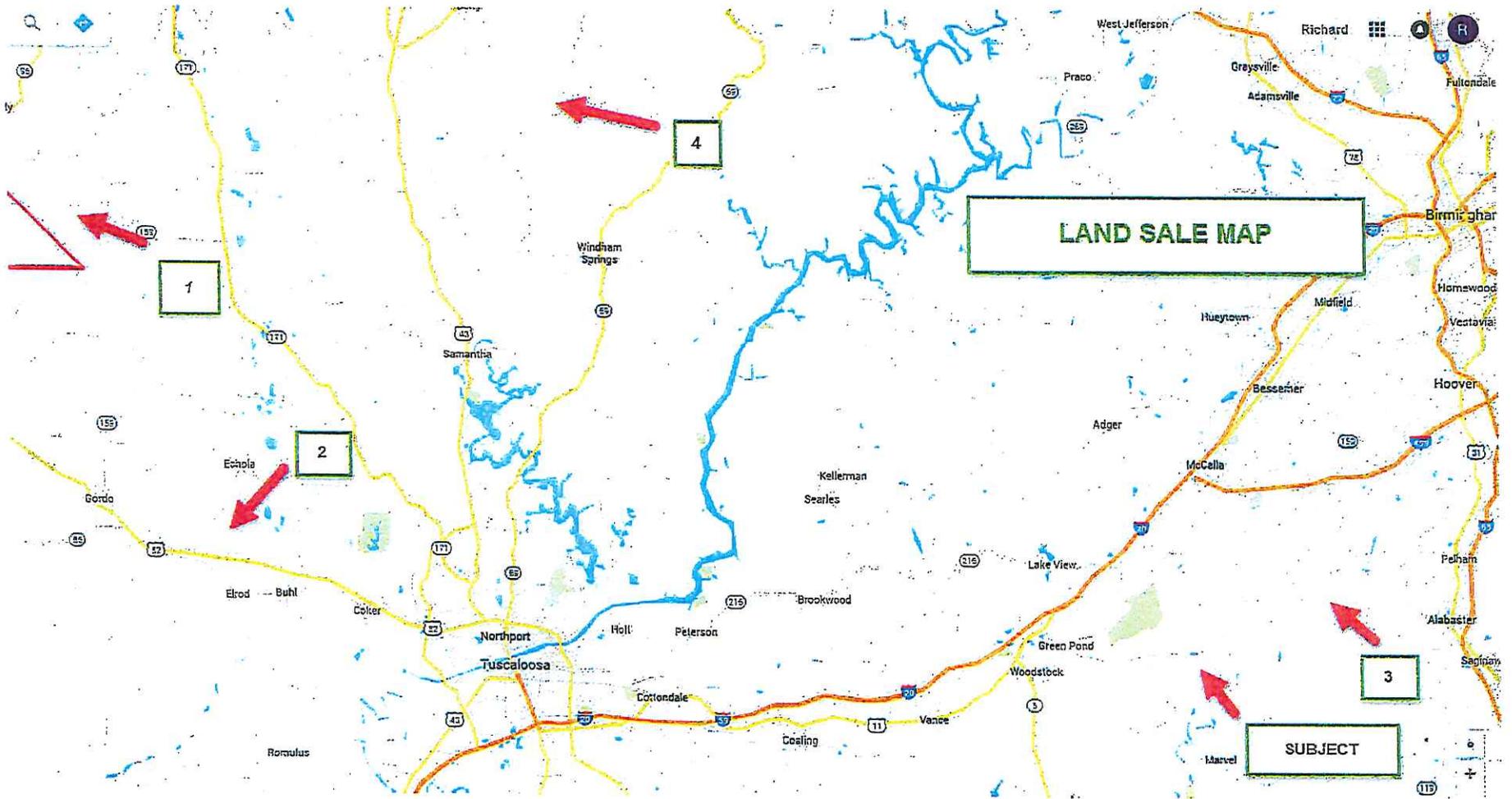
OWNER'S NAME	Board of Trustees of The University of Alabama
PROPERTY ADDRESS	County Highway 251
PROPERTY CITY/STATE	Helena, AL
CLIENT	Board of Trustees of The University of Alabama
FILE NUMBER	16C0003
PARCEL NO.	24-4-18-0-000-001.000
TRACT NO.	3

DESCRIPTION OF PROPERTY BEFORE ACQUISITION

The subject is a square mile tract with its SE corner fronting on the Cahaba River. Timber is mostly cut over and no timber value was assumed. County Road 251 is gravel. Power and telephone service is available in the area.

LAND SALE ANALYSIS

The subject was analyzed using recent larger timberland sales in Shelby and Tuscaloosa County. Sale 3 was adjusted for its timber value of \$1,250 per acre. Overall the underlying land value in the area exhibits a fairly narrow range of pricing. All of the other tracts held pre-merchantable or cut over timber inventories. The size component was adjusted using a statistical curve that produced the lowest coefficient of variance



LAND SALE MAP

SUBJECT

ADJUSTMENT OF LAND SALES

BEFORE VALUE

ROW 7

OUR FILE NO.: 16C0003
 PROPERTY: County Highway 251 Tract
 ADDRESS: County Highway 251
 Helena, AL
 CLIENT: Board of Trustees of The University of Alabama

3

LOCATION	Robertson Rd. Gordo	Hwy 82 No, Northport	Montevallo area Shelby Co	No Tuscaloosa Cty Sterling	
SELLER	E.F.&L. Trucking Co, Inc.	T. H. Robertson & Sons, Inc.	John Hancock	Regions Bank Trustee	
BUYER	RE Lillian AL LLC	Forever Wild	Cahaba Timberlands, LLC	Timber LLC	
TAX I.D.	17-04-18-0-000-001.000	18-06-14-0-000-003.001 + others	26-2-04-0-000-001.000	03-06-13-0-000-001	
DEED REFERENCE	2013/5896	2014/13487	2012120500046490	2015/10621	
	SUBJECT	Land Sale 1 adj.	Land Sale 2 adj.	Land Sale 3 adj.	Land Sale 4 adj.
Sales Price		\$ 800,000	\$ 2,457,000	\$ 1,795,745	\$ 1,686,200
Timber Adjustment		\$ 0	\$ 0	-\$ 760,000	\$ 0
Total AC. Sold	632.00	517.00	1890.000	608.0000	1,296.0000
Price Per AC		\$ 1,547.39	\$ 1,300.00	\$ 1,703.53	\$ 1,301.08
Date of Sale	1/6/2016	Dec-12	Aug-14	Jun-11	Jun-15
Time Adjustment Per Year	0.00%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Time Adjusted Price/SF		\$ 1,547.39	\$ 1,300.00	\$ 1,703.53	\$ 1,301.08
Location	Helena-Shelby Co.	Gordo Tusc. Co	Hwy 82 No, Northport	Montevallo area Shelby Co	No Tuscaloosa Cty Sterling
Access/Frontage	Good	Fair	Good	Good	Good
Physical Characteristics	Rolling	Rolling	Rolling	Level	Level
Zoning	None	None	None	None	None
Sub-Total Adjustments		\$ 154.74	\$ 0.00	\$ 0.00	\$ 0.00
Adjusted Price/AC.		\$ 1,702.13	\$ 1,300.00	\$ 1,703.53	\$ 1,301.08
Size Adjustment		0.9510	1.3150	0.9904	1.1967
ADJUSTED SALE PRICE/AC.		\$ 1,618.77	\$ 1,709.54	\$ 1,687.12	\$ 1,556.96

SIZE CURVE	USE:	0.7500 SIZE ADJUSTED	NON-SIZE ADJUSTED
		1 \$ 1,618.77	\$ 1,702.13
		2 \$ 1,709.54	\$ 1,300.00
		3 \$ 1,587.12	\$ 1,703.53
		4 \$ 1,556.96	\$ 1,301.08
	AVERAGE	\$ 1,643.10	\$ 1,501.68
	MEDIAN	\$ 1,652.95	\$ 1,501.60
	STD. DEVIATION	59.927	201.145
	COEFFICIENT OF VARIANCE	3.6472%	13.3946%

INDICATED VALUE OF THE SUBJECT

632.000 AC. @

\$ 1,650.00 /AC.=
Rounded

\$ 1,042,800.00
\$ 1,042,800

AFTER VALUE ANALYSIS

ROW 11

OWNER'S NAME	Board of Trustees of The University of Alabama
PROPERTY ADDRESS	County Highway 251
PROPERTY CITY/STATE	Helena, AL
CLIENT	Board of Trustees of The University of Alabama
FILE NUMBER	16C0003
PARCEL NO.	24-4-18-0-000-001.000
TRACT NO.	3

EFFECTS OF THE ACQUISITION

The acquisition includes a ROW widening which includes 6.039 Acres of permanent acquisition and a temporary work space of s a temporary work space of 14.09 Acres. The temporary work space is assumed to be active for three years from the date of acquisition. There is no damage of detrimental effect on the remaining land value. It is too early to tell whether increased traffic on the road will impact the highest and best use for timber production.

ADJUSTMENT OF LAND SALES

AFTER VALUE

OUR FILE NO.: 16C0003
 PROPERTY: County Highway 251 Tract 3 ROW 13
 ADDRESS: County Highway 251
 Helena, AL
 CLIENT: Board of Trustees of The University of Alabama

LOCATION	Robertson Rd. Gordo	Hwy 82 No, Northport	Montevallo area Shelby Co	No Tuscaloosa City Sterling
SELLER	E.F.&L. Trucking Co, Inc.	T. H. Robertson & Sons, Inc.	John Hancock	Regions Bank Trustee
BUYER	RE Lillian AL LLC	Forever Wild	Cahaba Timberlands, LLC	Timber LLC
TAX I.D.	17-04-18-0-000-001.000	18-06-14-0-000-003.001 + others	26-2-04-0-000-001.000	03-06-13-0-000-001
DEED REFERENCE	2013/5896	2014/13487	2012120500046490	2015/10621
SUBJECT	Land Sale 1	adj. Land Sale 2	adj. Land Sale 3	adj. Land Sale 4
Sales Price	\$ 800,000	\$ 2,457,000.00	\$ 1,795,745	\$ 1,686,200
Total AC. Sold	625.96	517.00	608.000	1296.000
Price Per AC	\$ 1,547.39	\$ 1,890.00	\$ 1,703.53	\$ 1,301.08
Date of Sale	1/6/2016	Dec-12	Aug-14	Jun-11
Time Adjustment Per Year	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
Time Adjusted Price/SF	\$ 1,547.39	\$ 1,300.00	\$ 1,703.53	\$ 1,301.08
Location	Helena-Shelby Co.	Gordo Tusc. Co	Hwy 82 No, Northport	Montevallo area Shelby Co
Access/Frontage	Good	Fair	Good	Good
Physical Characteristics	Rolling	Rolling	Rolling	Level
Zoning	None	None	None	None
Sub-Total Adjustments		\$ 154.74	\$ 0.00	\$ 0.00
Adjusted Price/AC.	\$ 1,702.13	\$ 1,300.00	\$ 1,703.53	\$ 1,301.08
Size Adjustment	0.9829	1.1046	0.9974	1.0677
ADJUSTED SALE PRICE/SF.	\$ 1,673.08	\$ 1,435.94	\$ 1,699.07	\$ 1,389.15

SIZE CURVE	USE:	0.9100	SIZE ADJUSTED	NON-SIZE ADJUSTED
		1	\$ 1,673.08	\$ 1,702.13
		2	\$ 1,435.94	\$ 1,300.00
		3	\$ 1,699.07	\$ 1,703.53
		4	\$ 1,389.15	\$ 1,301.08
	AVERAGE		\$ 1,549.31	\$ 1,501.68
	MEDIAN		\$ 1,554.51	\$ 1,501.60
	STD. DEVIATION		138.069	201.145
	COEFFICIENT OF VARIANCE		8.9116%	13.3946%

INDICATED VALUE OF THE SUBJECT AFTER TAKING

0.00%	625.961 AC. @	\$ 1,650.00 /AC.=	\$ 1,032,836
	6.039 SF. @	\$ 0.00 /SF.=	\$ 0

ROUNDED \$ 1,032,800

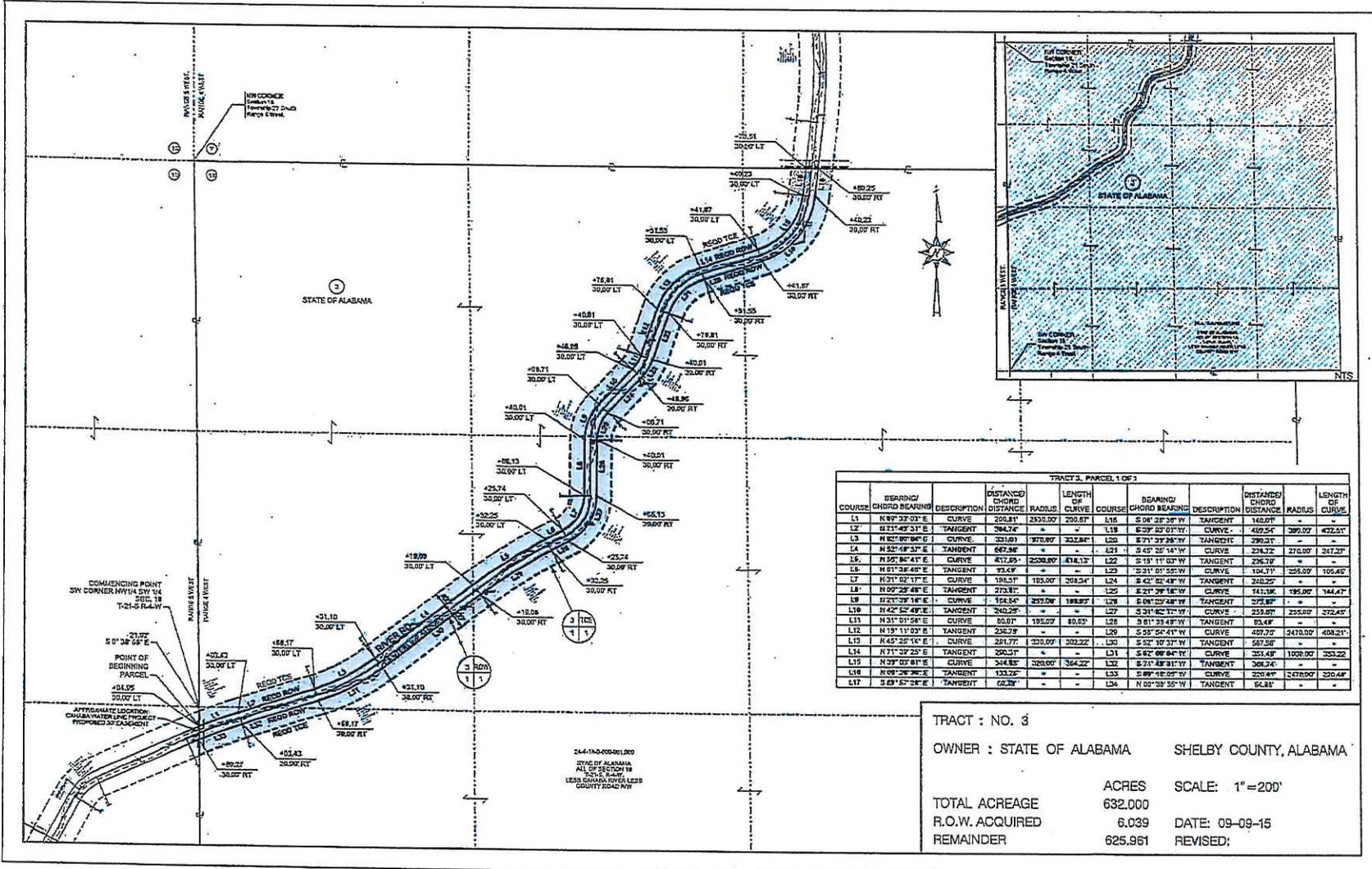
TEMPORARY EASEMENT CALCULATIONS

ROW 12

OUR FILE NO.: 16C0003
 PROPERTY: County Highway 251
 ADDRESS: County Highway 251
 Helena, AL
 TRACT 3

Value of Temporary Easement (s)

Annual Rent	<u>Easement Area</u> 14.090	Land Value \$1,650.00	23,248.50
			2,324.85
	Overall Real Estate yield rate		10.00%
	Annual Rent		\$232.49
	Present worth factor 3 years	5.00%	\$232.49 year 0
		0.952380952	\$ 221.41 year 1
		0.907029478	\$ 210.87 year 2
Just Compensation for Temporary Easement			\$664.77



TRACT 3, PARCEL 1 OF 3

COURSE	BEARING/CHORD BEARING	DESCRIPTION	DISTANCE/CHORD DISTANCE	RADIUS	LENGTH OF CURVE	BEARING/CHORD BEARING	DESCRIPTION	DISTANCE/CHORD DISTANCE	RADIUS	LENGTH OF CURVE
L1	N 89° 23' 03" E	CURVE	208.81	2530.00	709.87	L16	S 04° 28' 38" W	TANGENT	148.07	-
L2	S 11° 42' 31" E	TANGENT	384.78	-	-	L18	S 29° 52' 07" W	CURVE	409.54	389.00
L3	N 82° 07' 04" E	CURVE	351.03	970.89	332.84	L20	E 71° 28' 38" W	TANGENT	290.21	-
L4	N 52° 48' 37" E	TANGENT	647.98	-	-	L21	S 45° 20' 14" W	CURVE	234.72	274.00
L5	N 52° 48' 41" E	CURVE	437.85	2508.00	414.13	L22	S 19° 11' 03" W	TANGENT	206.79	-
L6	N 51° 26' 48" E	TANGENT	974.47	-	-	L23	S 21° 01' 25" W	CURVE	104.17	255.00
L7	N 21° 02' 17" E	CURVE	193.57	185.00	209.54	L24	S 42° 02' 48" W	TANGENT	248.25	-
L8	N 09° 22' 48" E	TANGENT	273.81	-	-	L25	E 21° 39' 18" W	CURVE	343.18	195.00
L9	S 21° 29' 14" E	CURVE	164.84	233.00	188.89	L26	S 09° 22' 48" W	TANGENT	275.87	-
L10	N 42° 52' 49" E	TANGENT	240.25	-	-	L27	S 31° 02' 17" W	CURVE	233.07	255.00
L11	N 31° 01' 58" E	CURVE	83.07	195.00	80.63	L28	S 61° 23' 48" W	TANGENT	93.48	-
L12	N 19° 11' 03" E	TANGENT	226.77	-	-	L29	S 55° 04' 41" W	CURVE	429.79	2470.00
L13	N 45° 25' 14" E	CURVE	281.77	230.00	302.22	L30	S 52° 10' 31" W	TANGENT	587.58	-
L14	N 71° 32' 25" E	TANGENT	280.37	-	-	L31	S 82° 09' 04" W	CURVE	351.49	1030.00
L15	N 29° 07' 01" E	CURVE	344.83	320.00	384.22	L32	S 74° 48' 31" W	TANGENT	308.24	-
L18	N 09° 22' 48" E	TANGENT	133.25	-	-	L33	S 89° 48' 05" W	CURVE	220.49	2470.00
L17	S 29° 52' 38" E	TANGENT	62.91	-	-	L34	N 09° 03' 35" W	TANGENT	64.81	-

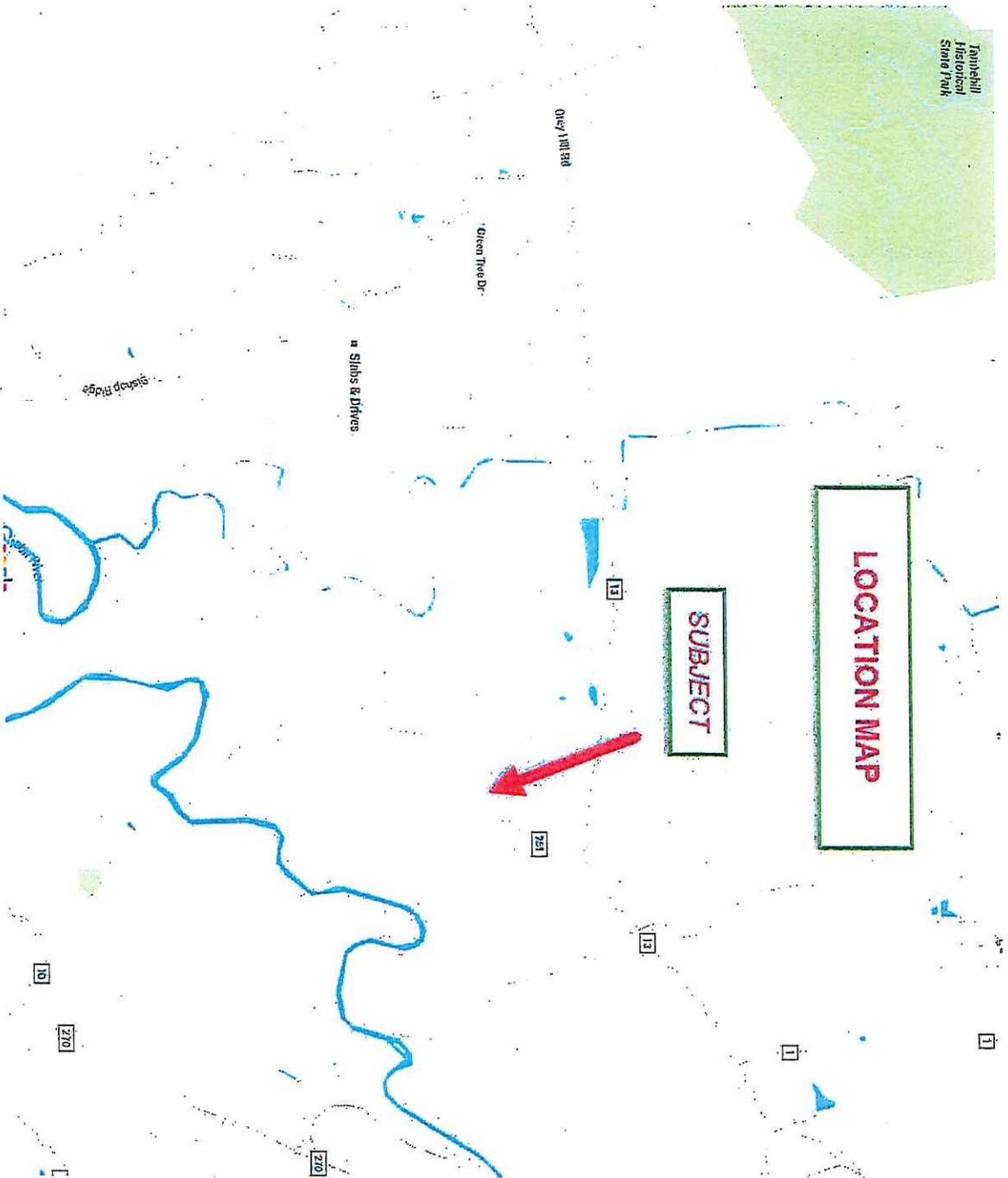
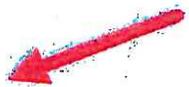
TRACT : NO. 3
 OWNER : STATE OF ALABAMA SHELBY COUNTY, ALABAMA

TOTAL ACREAGE 632.000 ACRES SCALE: 1"=200'
 R.O.W. ACQUIRED 6.039 DATE: 09-09-15
 REMAINDER 625.961 REVISED:

Emmett
Historical
State Park

LOCATION MAP

SUBJECT



Photographs



Eastern edge of property looking south along River Road



Photographs



Photographs



Utility access, north side of River Road

Photographs



Photographs



Photographs



Gated internal entry road looking east from River Road



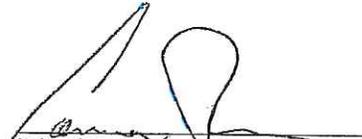
Access road, southeast from River Road

Tract #4

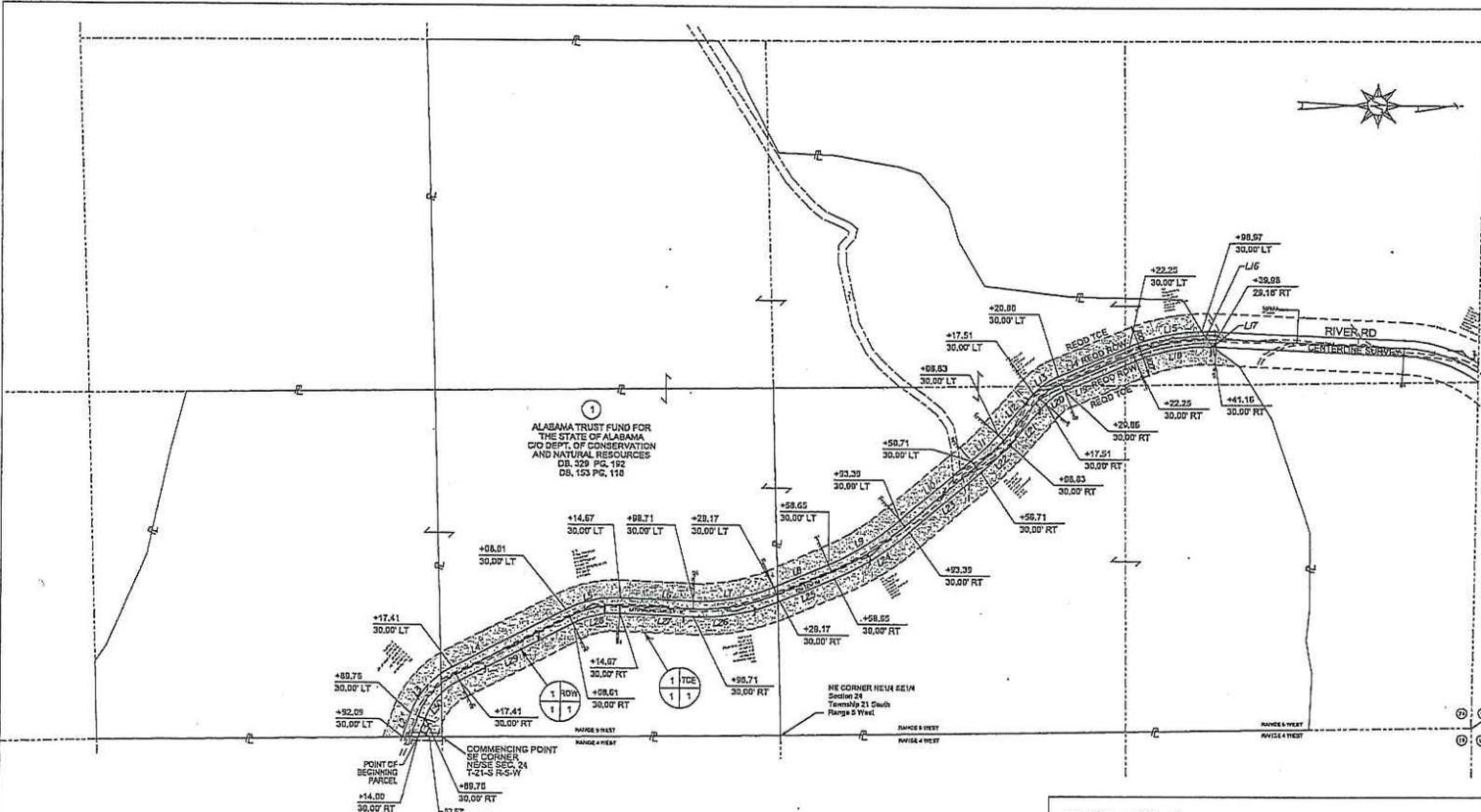
In witness whereof, I (we) have hereunto set my (our) hand(s) and seal this the 11th day of November, 2015.

Witness:





Printed Name: Connor Farmer
Title: Managing Member



ALABAMA TRUST FUND FOR THE STATE OF ALABAMA
 CO DEPT. OF CONSERVATION AND NATURAL RESOURCES
 DB. 329 PG. 192
 DB. 153 PG. 118

POINT OF BEGINNING PARCEL
 +14.00
 30.00 RT
 02.52
 S 60°45' 01" E

NE CORNER NEVA KEEM
 Section 24
 Township 21 South
 Range 5 West

SW CORNER
 Section 18
 Township 21 South
 Range 4 West

TRACT 1, PARCEL 1 OF 1

COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE	COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE	COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE
L1	S 80°14' 58" W	TANGENT	63.80'	-	-	L12	N 40° 04' 18" E	TANGENT	238.00'	-	-	L23	S 45° 37' 14" W	TANGENT	303.32'	-	-
L2	N 79°41' 28" W	TANGENT	97.87'	-	-	L13	N 54° 03' 52" E	CURVE	116.11'	236.00'	117.13'	L24	S 60° 20' 18" W	CURVE	342.55'	1130.00'	343.67'
L3	N 41° 02' 52" E	CURVE	244.43'	330.00'	250.41'	L14	N 87° 13' 25" E	TANGENT	301.30'	-	-	L25	S 67° 03' 23" W	TANGENT	229.40'	-	-
L4	N 27°12' 42" W	TANGENT	491.20'	-	-	L15	N 77° 42' 36" E	CURVE	286.15'	780.00'	287.78'	L26	S 78° 45' 44" W	CURVE	346.00'	760.00'	343.66'
L5	N 12°27' 22" W	CURVE	219.07'	430.00'	221.61'	L16	S 54° 48' 57" E	TANGENT	72.00'	-	-	L27	N 67° 41' 53" W	TANGENT	284.04'	-	-
L6	S 87° 41' 55" E	TANGENT	284.04'	-	-	L17	S 22° 47' 58" E	TANGENT	1.40'	-	-	L28	S 77° 22' 38" W	CURVE	166.60'	370.00'	190.00'
L7	N 78° 40' 44" E	CURVE	314.68'	720.00'	317.24'	L18	S 70° 24' 10" W	TANGENT	303.85'	720.00'	306.15'	L29	S 62° 47' 11" W	TANGENT	491.20'	-	-
L8	N 67° 03' 23" E	TANGENT	229.40'	-	-	L19	S 87° 13' 25" W	CURVE	301.30'	-	-	L30	S 41° 02' 02" W	CURVE	296.00'	278.00'	294.88'
L9	N 58° 20' 18" E	CURVE	324.30'	1070.00'	326.81'	L20	S 54° 03' 52" W	CURVE	68.79'	196.00'	69.57'	L31	S 19° 18' 32" W	TANGENT	75.78'	-	-
L10	N 48° 37' 14" E	TANGENT	363.32'	-	-	L21	S 40° 54' 18" W	TANGENT	298.00'	-	-						
L11	N 45° 19' 49" E	CURVE	147.41'	970.00'	147.33'	L22	S 45° 19' 45" W	CURVE	156.53'	1030.00'	156.68'						

TRACT : NO. 1

OWNER : ALABAMA TRUST FUND FOR THE STATE OF ALABAMA
 CO DEPT. OF CONSERVATION AND NATURAL RESOURCES
 SHELBY COUNTY, ALABAMA

TOTAL ACREAGE	202.862	ACRES	SCALE: 1"=200'
R.O.W. ACQUIRED	4.981	ACRES	DATE: 09-09-15
REMAINDER	197.881	ACRES	REVISED: 10-15-15

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT
BETWEEN THE STATE OF ALABAMA
AND
SHELBY COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Shelby County (FEIN 63-6001694), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the construction of a 3@60' AASHTO bridge replacement and approaches on CR-264 over Buck Creek.
BIN# 011015. Length – 0.548 miles
Project# ACBRAA59499-ATRP(006); SCP# 59-820-12U; ATRIP# 59-03-08

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under STATE law will be considered as part of the project cost and will be paid as provided herein. The STATE will not be liable for utility expenses that are not eligible for STATE reimbursement or payment under STATE law.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 3,068,768.00
County Funds	\$ <u>767,192.00</u>
Total (Including E & I)	\$ 3,835,960.00

- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.
- (17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

- (23) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- (24) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (25) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

SHELBY COUNTY, ALABAMA

Clerk (Signature)

BY: _____

Chairman (Signature)
Shelby County Commission

Print Name of Clerk

Print Name of Chairman

RECOMMENDED:

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

Innovative Programs Engineer
Steven E. Walker, P.E.

Chief Engineer
Don T. Arkle, P.E.

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON
THE _____ DAY OF _____, 20 _____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

Exhibit M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS:

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subjected to its provisions.



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



Robert Bentley
Governor

John R. Cooper
Transportation Director

September 12, 2016

Chair of County Commission
Shelby County Commission
P.O. Box 467
Columbiana, Alabama 35051-0467

RE: ACBRAA59499-ATRP(006)
SCP 59-820-12U
ATRIP 59-03-08
Shelby County

Dear Chair of County Commission:

Attached is the **original** Agreement between the Alabama Department of Transportation and Shelby County covering the listed project's financing costs for construction.

Please complete and return this **original** Agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

- **PLEASE DO NOT EXECUTE THE FAXED COPY OF THE AGREEMENT!**

Sincerely,

Steven E. Walker, P.E.
State Innovative Programs Bureau

SEW:mk

Attachment(s)

cc: DeJarvis Leonard, P.E. (East Central Region Engineer)
Geneva Brown (Asst. Region Engineer)
Clay McBrien, P.E. (Ms. Melva Bradford)
Randy Cole, P.E. (Shelby County Engineer)
File