

THIS INSTRUMENT PREPARED BY:

STATE OF ALABAMA)
COUNTY OF SHELBY) TRACT NO. 22

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum
of no/100----- (\$8,000.00)
Eight Thousand and/ dollars, cash in hand paid to the undersigned by the State
of Alabama, the receipt of which is hereby acknowledged, we (I) undersigned grantor(s)
Weatherly Investment Partnership, an Alabama General Partnership

have (has) this day bargained and sold, and by these presents do hereby grant, bargain,
sell and convey unto the Shelby County the following described property, lying and being
in SHELBY County, and being more particularly described as follows:

And as shown on the right-of-way map of Project No. STPBH-7132(003) of
record in the Alabama Department of Transportation a copy of which is also deposited in
the Office of the Judge of Probate of Shelby County, Alabama, as an aid to persons and
entities interested therein and as shown on the Property Plat attached hereto and made a
part hereof:

A part of the SE¼ of SE¼, Section 19, Township 20 South, Range 2 West
identified as Tract No. 22 on Project No. STPBH-7132(003), Shelby
County, Alabama and being more fully described as follows;

Commencing at the northwest corner of said SE¼ of SE¼; thence south
along the west line of said SE ¼ of SE ¼ for a distance of 540.12 to the
point of intersection with the present eastern right-of-way line of CR 11;
thence N37°06'16"E along said present right-of-way line for a distance of
283.94 to the point of intersection with the grantor's western property line
39.35 right of the CR 11 centerline of Project No. STPBH-7132(003)
station 16+32.22 being the point of beginning of the property herein to be
conveyed; thence N36°59'59"E along the present right-of-way line for a
distance of 64.73 feet to the point of intersection with the Grantor's
western property line 39.18 feet right of said centerline station 16+96.95;
thence S28°04'57"E along a chord for a distance of 35.42 feet along the
property having a radius of 85.00 feet to the point of intersection with the
required right-of-way line 71.34 feet right of said centerline station
16+82.11; thence S32°51'19"W along the required right-of-way line for a
distance of 113.33 feet to the point of intersection with the Grantor's
eastern property line 79.82 feet right of said centerline station 15+69.10;
thence N06°53'35"E along a chord for a distance of 45.51 feet along the
said property line having a radius of 120.00 feet; thence N0°45'35"E
along a chord for a distance of 29.58 feet along said property line having a
radius of 51.60 feet to the point of beginning. Containing 0.07 acre, more
or less.

TO HAVE AND TO HOLD, unto the State of Alabama, it's successors and assigns
in fee simple forever.

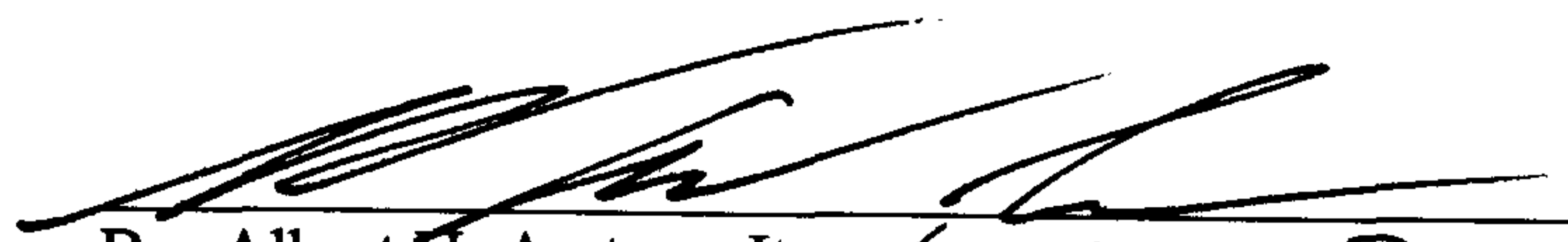
AND FOR THE CONSIDERATION AFORESTATED, we (I) do for ourselves (myself), for our (my) heirs, executors, administrators, successors and assigns covenant to and with the Shelby County that we (I) are (am) lawfully seized and possessed in fee simple title for said tract or parcel of land hereinabove described; that we (I) 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 ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor, and that we (I) 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(S), that the purchase price above stated is in full compensation to them (him-her) for this conveyance, and hereby release the Shelby County and all of it's employees and officers from any and all damages to their (his-her) remaining property 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, we (I) have hereunto set our (my) hand(s) and seal(s) this

8 day of April, 20 04.

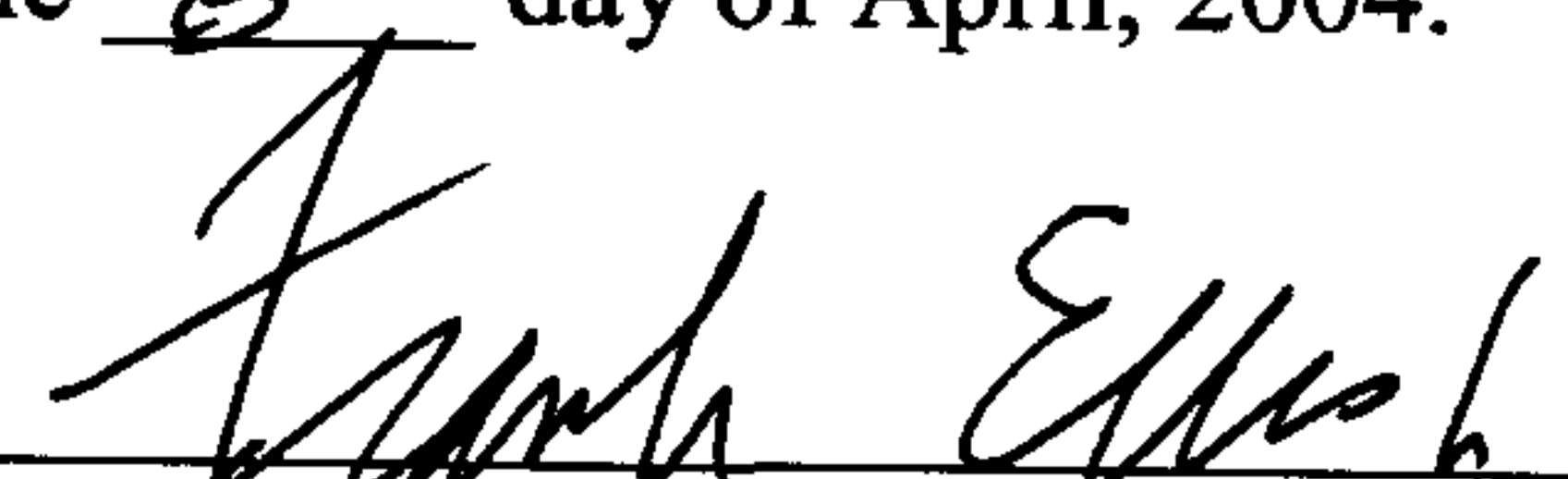
WEATHERLY INVESTMENT PARTNERSHIP,
an Alabama General Partnership


By: Albert H. Awtrey, Its GENERAL PARTNER

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Albert H. Awtrey, whose name as GENERAL for Weatherly Investment Partnership, an Alabama General Partnership, 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 said instrument, he, as such agent and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal the 8 day of April, 2004.


Notary Public

My Commission Expires: 9-9-2006