Form ROW-4

THIS INSTRUMENT PREPARED BY ______ Sharlack III. STATE OF ALABAMA HIGHWAY DEPARTMENT, BUREAU OF RIGHT OF WAY, MONTGOMERY, ALABAMA. 3610\$

STATE OF ALABAMA

SHELBY COUNTY OF___

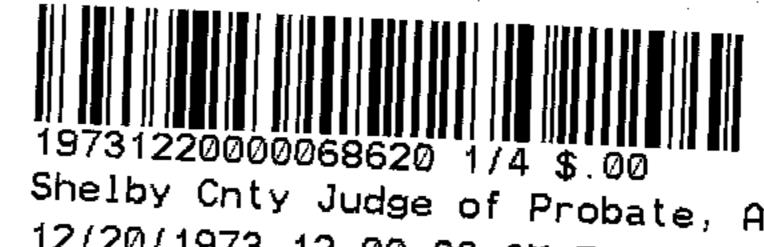
TRACT NO. 5

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of FLS dollars, cash in hand paid to the undersigned by the State of Alabama, the receipt of which is hereby acknowledged, we (I), the undersigned, grantor(s), MARUING AUTRY + WIFE PATSYH Author (has) this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property, lying and being Shelby ___ County, Alabama, and more particularly described as follows: and as shown on the right-of-way map of Project No. F-214(20) as recorded in the Office of the Judge of Probate of Shelby County, Alabama:

Commencing at the southeast corner of the NE% of SE%, Section 27, T-19-S, R-1-W; thence northerly along the east line of said NE% of SE%, a distance of 895 feet, more or less, to a point that is 150 feet southeasterly of and at right angles to the centerline of Project No. F-214(20); thence S 79° 37' 56" W, parallel to the centerline of said project, a distance of 38 feet, more or less to a point that is 150 feet southeasterly of and at right angles to the centerline of said project at Station 541+00; thence southwesterly along a straight line, a distance of 101 feet, more or less, to a point that is 160 feet southeasterly of and at right angles to the centerline of said project at Station 540+00; thence S 79° 37' 56" W, parallel to the centerline of said project, a distance of 100 feet; thence southwesterly along a straight line (which if extended would intersect a point that is 150 feet southeasterly of and at right angles to the centerline of said project at Station 534+50) a distance of 85 feet, more or less, to the center of Yellow Leaf Creek and the point of beginning of the property herein to be conveyed; thence meandering the center of said creek, a distance of 350 feet, more or less, to a point on a line which extends from a point that is 150 feet southeasterly of and at right angles to the centerline of said project at Station 534+50 to a point that is 160 feet southeasterly of and at right angles to the centerline of said project at Station 539+00; thence northeasterly along said line (which if extended would intersect said point that is 160 feet southeasterly of and at right angles to the centerline of said project at Station 539+00) a distance of 252 feet, more or less, to the point of beginning.

Said strip of land lying in the NE% of SE%, Section 27, T-19-S. R-1-W and containing 0.10 acres. more or less.



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Also an easement to a strip of land necessary for the construction and maintenance of a drainage ditch and being more fully described as follows: Commencing at the southeast corner of the NE% of SE%, Section 27, T-19-S, R-1-W; thence northerly along the east line of said NE% of SE%, a distance of 895 feet, more or less, to a point that is 150 feet southeasterly of and at right angles to the centerline of Project No. F-214(20); thence S 79° 37' 56" W, parallel to the centerline of said project, a distance of 38 feet, more or less, to a point that is 150 feet southeasterly of and at right angles to the centerline of said project at Station 541+00; thence southwesterly along a straight line, a distance of 101 feet, more or less, to a point that is 160 feet southeasterly of and at right angles to the centerline of said project at Station 540+ 00; thence S 79° 37' 56" W, parallel to the centerline of said project, a distance of 100 feet; thence southwesterly along a straight line (which if extended would intersect a point that is 150 feet southeasterly of and at right angles to the centerline of said project at Station 534+50) a distance of 85 feet, more or less, to the center of Yellow Leaf Creek and the point of beginning of the property herein to be conveyed; thence southwesterly along the center of said creek, a distance of 300 feet, more or less, to a point on a line which extends from a point that is 415 feet southeasterly of and at right angles to the centerline of said project at Station 536+60 to a point that is 235 feet southeasterly of and at right angles to the centerline of said project at Station 534+50; thence northwesterly along said line, a distance of 251 feet, more or less, to said point that is 235 feet southeasterly of and at right angles to the centerline of said project at Station 534+50; thence northwesterly along a straight line (which if extended would intersect a point that is 150 feet southeasterly of and at right angles to the centerline of said project at Station 534+50) a distance of 35 feet, more or less, to the center of Yellow Leaf Creek; thence northeasterly along the center of said creek, a distance of 125 feet, more or less, to a point on a line which extends from a point that is 150 feet southeasterly of and at right angles to the centerline of said project at Station 534+50 to a point that is 160 feet southeasterly of and at right angles to the centerline of said project at Station 539+00; thence northeasterly along said line (which if extended would intersect said point that is 160 feet southeasterly of and at right angles to the centerline of said project at Station 539+00) a distance of 252



Said strip of land lying in the NE% of SE%, Section 27, T-19-S, R-1-W and containing 1.19 acres, more or less.

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To Have and To Hold, unto the State of Alabama, its successors and assigns in fee simple forever.

And for the consideration, aforesaid, we (I) do for ourselves (myself), for our (my) heirs, executors, administrators, successors, and assigns covenant to and with the State of Alabama that we (I) are (am) lawfully seized and possessed in fee simple of 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 that the purchase price above-stated is in full compensation to them (him-her) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to their (his-her) 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, we (I) have hereunto set our (my) hand(s) and seal(s) this the 2nd day of Curst, 19_73.

> Marin D. Putery The J. Mily

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