

THIS INSTRUMENT PREPARED BY
EDLOW JOHNSTON
STATE OF ALABAMA HIGHWAY
DEPARTMENT, BUREAU OF RIGHT
OF WAY, MONTGOMERY, ALABAMA 36130

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 58 REV.

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Three Thousand

Seven Hundred Seventy Five ^(\$3,775.00) 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), CALERA SOUTHEAST, INC. have (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 in Shelby County, Alabama, and more particularly

described as follows: and as shown on the right-of-way map of Project No.
S-44-10 of record in the State of Alabama Highway Department, 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:

PARCEL NO. 1 OF 2: A part of Lots 13-21, Block 191, according to J. H.
Dunston's Map of the Town of Calera, Alabama, the map or plat of which is
recorded in the Office of the Judge of Probate of Shelby County, Alabama and
being more fully described as follows: Commencing at the southeast corner of
said Lot 13, Block 191; thence westerly along the south line of said lot and
the present north right-of-way line of Alabama Highway No. 25, a distance of
11 feet, more or less, to a point on said present north right-of-way line that
is northerly of and at right angles to the centerline of Project No. S-44-10
at Station 376+50 and the point of beginning of the property herein to be
conveyed; thence continuing westerly along said present north right-of-way
line and the south line of said Lots 13-21, Block 191, a distance of 400 feet;
thence northeasterly along a line, a distance of 51 feet, more or less, to a
point that is 50 feet northerly of and at right angles to the centerline of
said project at Station 373+00; thence easterly, parallel with the centerline
of said project, a distance of 300 feet; thence southeasterly along a line, a
distance of 51 feet, more or less, to the point of beginning and containing
0.100 acre, more or less.

PARCEL NO. 2 OF 2: A part of Lots 7-11, Block 200, according to J. H.
Dunston's Map of the Town of Calera, Alabama, the map or plat of which is
recorded in the Office of the Judge of Probate of Shelby County, Alabama and
being more fully described as follows: Commencing at the southeast corner of
said Lot 11, Block 200; thence northerly along the east line of said lot, a
distance of 129 feet, more or less, to a point on a line which extends from a
point that is 50 feet southerly of and at right angles to the centerline of
Project No. S-44-10 at Station 376+00 to a point on the present south
right-of-way line of Alabama Highway No. 25 that is southerly of and at right
angles to the centerline of said project at Station 376+50 and the point of
beginning of the property herein to be conveyed; thence southwesterly along
said line, a distance of 19 feet, more or less, to said point that is 50 feet
southerly of and at right angles to the centerline of said project at Station
376+00; thence westerly, parallel with the centerline of said project, a
distance of 200 feet; thence northwesterly along a line a distance of 30 feet,

Inst # 1993-05310

02/24/1993-05310
01:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 REC 17.30

James Jam
P.O. Box 370026
B'ham, AL 35237-0026

more or less, to a point on said present south right-of-way line that is southerly of and at right angles to said centerline at Station 373+75; thence easterly along said present south right-of-way line and the north line of said Lots 7-11, Block 200, a distance of 240 feet, more or less, to the east line of said Lot 11; thence southerly along the east line of said lot, a distance of 12 feet, more or less, to the point of beginning and containing 0.075 acre, more or less.

TEMPORARY DRAINAGE EASEMENT NO. 1 OF 2: A temporary easement to a strip of land necessary for drainage and being more fully described as follows: A part of Lots 15, 16, and 17, Block 191, according to J. H. Dunston's map of the town of Calera, Alabama, the map or plat of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama; Beginning at a point that is 50 feet northerly of and at right angles to the centerline of Project No. S-44-10 at Station 375+50; thence westerly along a line, parallel with the centerline of said project, a distance of 130 feet; thence turn an angle of 90° 00' to the right and run a distance of 50 feet; thence easterly along a line, parallel with the centerline of said project, a distance of 130 feet; thence turn an angle of 90° 00' to the right and run a distance of 50 feet to the point of beginning and containing 0.14 acre, more or less.

It is expressly understood that all rights, title and interest to the above described easement shall revert to the grantor upon completion of said project.

TEMPORARY DRAINAGE EASEMENT NO. 2 OF 2: A temporary easement to a strip of land necessary for drainage and being more fully described as follows: A part of Lots 8, 9, and 10, Block 200, according to J. H. Dunston's map of the town of Calera, Alabama, the map or plat of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama: Beginning at a point that is 100 feet southerly of and at right angles to the centerline of Project No. S-44-10 at Station 375+50; thence westerly along a line, parallel with the centerline of said project, a distance of 130 feet; thence turn an angle of 90° 00' to the right and run a distance of 50 feet; thence easterly along a line, parallel with the centerline of said project, a distance of 130 feet; thence turn an angle of 90° 00' to the right and run a distance of 50 feet to the point of beginning and containing 0.14 acre, more or less.

It is expressly understood that all rights, title and interest to the above described easement shall revert to the grantor upon completion of said project.

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 this the 19th day of FEBRUARY, 1993.

CALERA SOUTHEAST, INC.

BY: 
Its: President



My Commission Expires August 14, 1993

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

I, _____, a Notary Public, in and for said County in
said State, hereby certify that _____, whose name(s)
_____ signed to the foregoing conveyance,
and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of this conveyance,
_____ executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 19____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA
_____ SHELBY _____ County

I, PAULA D. SEALE, a Notary Public in and for said
County, in said State, hereby certify that MAURICE BIRD whose
name as PRESIDENT of the Calera Southeast, Inc. Company, a
corporation, 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, as such officer and with full authority, executed the
same voluntarily for and as the act of said corporation.

Given under my hand this 19TH day of FEBRUARY, A. D. 19 93.

Paula D. Seale

Official Title President

My Commission Expires August 14, 1993

to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said State
and County, hereby certify that the
within conveyance was filed in my office
at _____ o'clock _____ M., on the _____
day of _____ 19____, and duly
recorded in Deed Record _____
page _____. Dated _____ day of _____
19____.

Judge of Probate
_____ County, Alabama.

BLOCK 191



HIGHWAY

400

1149 25



BLOCK 200

TRACT NUMBER 58 STATE OF ALABAMA HIGHWAY DEPARTMENT
OWNER: CALERA S. E., INC. PROJ. NO. 5-44(10)
COUNTY: SHELBY
TOTAL ACREAGE: 8.706 SCALE: 1" = 100'
R/W REQUIRED: 0.175 DATE: 9-23-92
REMAINDER: 8.531 REVISED: 11-10-92