

THIS INSTRUMENT PREPARED BY:
 SUSAN R. GIRARDEY
 RUST ENVIRONMENT & INFRASTRUCTURE
 3535 GRANDVIEW PARKWAY, SUITE 325
 BIRMINGHAM, ALABAMA 35243

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 4 Rev 2

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of One Hundred Eighty-Eight Thousand Two Hundred 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), Mary C. Martin, a widow, Addie Smith, a widow, James T. Johnson, a married man, Rollin L. Johnson, a married man, and Jean C. Pryor, unmarried 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, and being more particularly described as follows:

And as shown on the right-of-way map of Project No. STPAA-7136(1) 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 SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West identified as Tract No. 4 on Project No. STPAA-7136(1) in Shelby County, Alabama and being more fully described as follows:

Commencing at the southeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence north along the east line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 830 feet, more or less, to a point on the present south right-of-way line of Alabama Highway 119; thence southwesterly along said right-of-way line a distance of 590 feet, more or less, to the northeast property line, and the point of beginning of the property herein to be conveyed; thence southeasterly along said northeast property line a distance of 30 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to the centerline of said project; thence southwesterly, parallel with said centerline, a distance of 108 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to said centerline at Station 18+00; thence southwesterly a distance of 402 feet, more or less, to the west property line; thence northerly along said property line a distance of 30 feet, more or less, to the south right-of-way line of Alabama Highway 119; thence northeasterly along said right-of-way line a

distance of 498 feet, more or less, to the point of

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 09:44 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
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beginning.

Containing 0.36 acre, more or less.

Also, a Permanent Drainage Easement more particularly described as follows: Beginning at a point that is 70 feet southerly of and at right angles to the centerline of Project No. STPAA-7136(1) at Station 14+66; thence southwesterly a distance of 200 feet, more or less, to a point that is 265.40 feet southerly of and at right angles to said centerline at Station 14+34.34; thence southwesterly a distance of 172 feet, more or less, to a point that is 432.69 feet southerly of and at right angles to said centerline at Station 14+11.46; thence southwesterly a distance of 272 feet, more or less, to a point on the southeast property line that is 703.77 feet southerly of and at right angles to said centerline at Station 13+89.30; thence southwesterly along said property line a distance of 86 feet, more or less, to the west property line; thence northerly along said property line a distance of 686 feet, more or less, to a point on a line which extends from a point that is 70 feet southerly of and at right angles to said centerline at Station 14+09.68 to a point that is 70 feet southerly of and at right angles to said centerline at Station 18+00; thence southeasterly a distance of 56 feet, more or less, to the point of beginning.

Containing 0.91 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 2:

Also, a temporary construction easement, more particularly described as follows: Beginning at a point that is 70 feet southerly of and at right angles to the centerline of Project No. STPAA-7136(1) at Station 18+00; thence southwesterly a distance of 105 feet, more or less, to a point that is 85 feet southerly of and at right angles to said centerline at Station 17+00; thence westerly a distance of 205 feet, more or less, to a point that is 85 feet southerly of and at right angles to said centerline at Station 15+00; thence northwesterly a distance of 36 feet, more or less, to a point that is 79 feet southerly of and at right angles to said centerline at Station 14+65; thence northerly a distance of 8 feet, more or less, to a point that is 70 feet southerly of and at right angles to said centerline at Station 14+66; thence northeasterly a distance of 345 feet, more or less, to the point of beginning.

Containing 0.10 acre, more or less.

TEMPORARY CONSTRUCTION NO. 2 OF 2:

Beginning at a point that is 70 feet southeasterly of and at right angles to the centerline of Project No. STPAA-7136(1) at Station 18+50; thence southeasterly a distance of 66 feet, more or less, to a point that is 130 feet southeasterly of and at right angles to said centerline at Station 18+80; thence northeasterly along a line which, if extended, would intersect a point that is 130 feet southeasterly of and at right angles to said centerline at Station 19+20 a distance of 30 feet, more or less, to the northeast property line; thence northwesterly along said property line a distance of 60 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to said centerline; thence southwesterly, along a curve to the right, concave northwesterly, having a radius of 1979.86 feet, parallel with said centerline, a distance of

53 feet, more or less, to the point of beginning.
Containing 0.06 acre, more or less.

TO HAVE AND TO HOLD said temporary construction easements for a period of 3 years, or until Project is completed.

The above described property does not constitute the homestead of the grantors herein.

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 State of Alabama 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 State of Alabama 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 the 30th day of January, 19 98.

Mary C. Martin L.S.

John C. Pryor - L.S.

John D. Johnson L.S.

James B. Johnson L.S.

Mary C. Martin John D. Johnson L.S.
As Power of Attorney for Addie Smith

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **Mary C. Martin, a widow**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, 1998.

August 5, 2000
My Commission Expires

Sammy Pope
Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **Mary C. Martin & Rollin L. Johnson, Jr., as Power of Attorney for Addie Smith**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, 1998.

August 5, 2000
My Commission Expires

Sammy Pope
Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **James T. Johnson, a married man**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, 1998.

August 5, 2000
My Commission Expires

Sammy Pope
Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **Rollin L. Johnson, a married man**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, 1998.

August 5, 2000
My Commission Expires

Sammy Pope
Notary Public

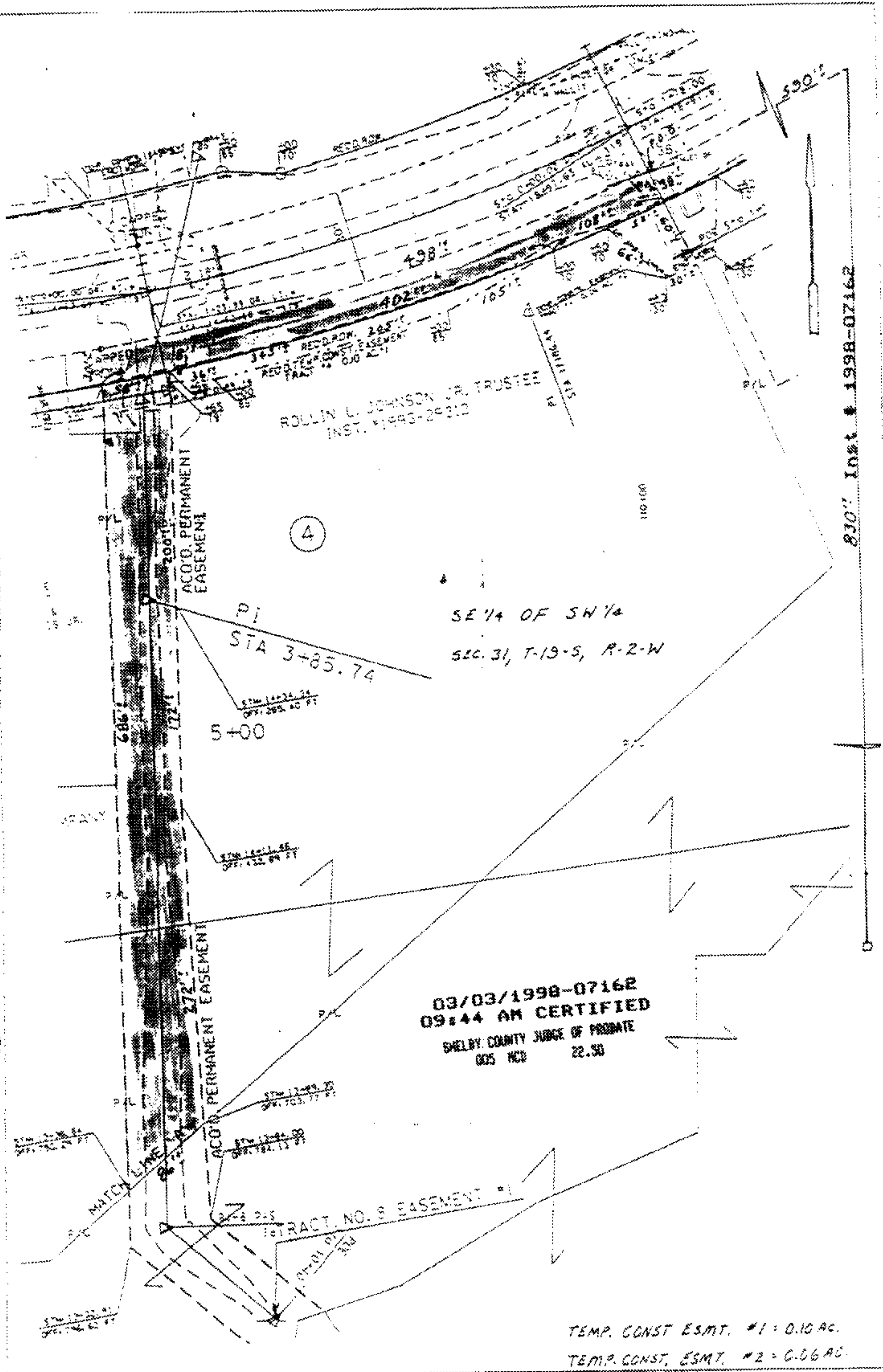
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **Jean C. Pryor, a widow**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, 1998.

August 5, 2000
My Commission Expires

Sammy Pope
Notary Public



TRACT NUMBER <u>4</u> ALABAMA DEPARTMENT OF TRANSPORTATION	
OWNER: <u>ROLLIN L. JOHNSON, ETAL</u>	PROJ. NO. <u>SIRAA-71346</u>
PERMANENT EASEMENT <u>2.91 AC.</u>	COUNTY: <u>SHELBY</u>
TOTAL ACREAGE: <u>7.10 AC.</u>	SCALE: <u>1" = 100'</u>
PAV. REQUIRED: <u>0.36 AC.</u>	DATE: <u>2-17-97</u>
DEVELOP. <u>5.83 AC.</u>	REVISION: <u> </u>
TEMP. CONST. EASEMENT <u>0.16 AC.</u>	