

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. 8 REV. 1

## FEE SIMPLE

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Sixty-six Thousand Two Hundred dollars, cash in hand paid and no/100 (\$66,200.00) to the undersigned by the State of Alabama, the receipt of which is hereby acknowledged, we (I) the undersigned grantor(s), Oak Mountain Amphitheatre, LLC 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 $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West identified as Tract No. 8 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 the present south right-of-way line of Alabama Highway 119 and the point of beginning of the property herein to be conveyed; thence northeasterly along said right of way line a distance of 168 feet, more or less, to the northeast property line; thence southeasterly along said property line a distance of 30 feet, more or less, to a point on a line which extends from a point that is 70 feet southwesterly of and at right angles to the centerline of said Project at P.T. Station 23+89.72 to a point that is 70 feet southwesterly of and at right angles to said centerline at Station 27+00; thence southwesterly, parallel with said centerline, a distance of 230 feet, more or less, to the west property line; thence northwesterly along said property line a distance of 30 feet, more or less, to the present south right of way line of Alabama Highway 119; thence northeasterly along said right of way line a distance of 68 feet, more or less, to the point of beginning.

Containing 0.16 acre, more or less.

04/14/1998-13245  
 10:42 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 007 MCD 24.50

PERMANENT EASEMENT NO. 1

Beginning at a point that is 750.29 feet southeasterly of and at right angles to the centerline of said project at Station 13+36.64, the north property line; thence southwesterly a distance of 48 feet, more or less, to a point that is 796.62 feet southeasterly of and at right angles to said centerline at Station 13+32.91; thence southeasterly a distance of 182 feet, more or less, to a point that is 933.57 feet southeasterly of and at right angles to said centerline at Station 14+15.39 said point being on the centerline of Cahaba Valley Creek; thence northeasterly along the centerline of said Cahaba Valley Creek a distance of 75 feet, more or less, to a point that is 879.85 feet southeasterly of and at right angles to the centerline of said project at Station 14+39.99; thence northwesterly a distance of 126 feet, more or less, to a point that is 784.13 feet southeasterly of and at right angles to said centerline at Station 13+84.00; thence northeasterly a distance of 80 feet, more or less, to a point that is 703.77 feet southeasterly of and at right angles to said centerline at Station 13+89.30, the north property line; thence southwesterly along said north property line a distance of 86 feet, more or less, to the point of beginning.

Containing 0.31 acre, more or less.

PERMANENT EASEMENT NO. 2

Commencing at a point where the northeast property line intersects the present south right of way line of Alabama Highway 119; thence southeasterly along said east property line a distance of 30 feet, more or less, to a point on a line which extends from a point that is 70 feet southwesterly of and at right angles to the centerline of said Project at P.T. Station 23+89.72 to a point that is 70 feet southwesterly of and at right angles to said centerline at Station 27+00 and the point of beginning of the property herein to be conveyed; thence continue southeasterly along said east property line a distance of 285 feet, more or less, to a point on a line which extends from a point that is 349.99 feet southeasterly of and at right angles to said centerline at Station 25+85.00 to a point that is 350 feet southeasterly of and at right angles to said centerline at Station 26+65; thence southwesterly a distance of 20 feet, more or less, to said point that is 349.99 feet southeasterly of and at right angles to said centerline at Station 25+85.00; thence northwesterly a distance of 250 feet, more or less, to a point that is 100 feet southeasterly of and at right angles to said centerline at Station 26+10; thence southwesterly a distance of 10 feet, more or less, to a point that is 100 feet southeasterly of and at right angles to said centerline at Station 26+00; thence northwesterly a distance of 30 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to said centerline at Station 26+00; thence northeasterly a

distance of 45 feet, more or less, to the point of beginning.

Containing 0.18 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 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 3rd day of March, 19 98.

Oak Mountain Amphitheatre, LLC

By:

Its:

[Signature] L.S.

[Signature] L.S.

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

Jefferson County

I, the undersigned authority, Notary Public  
in and for said County, in said State, hereby certify that Anthony Buffone  
\_\_\_\_\_, whose name as manager  
of the Wax Mountain Amphitheatre, LLC 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 the 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 3 day of March A. D. 1998.

James W. Hyche

Official Title Notary Public

MY COMMISSION  
EXPIRES JUNE 15, 2000

to

STATE OF ALABAMA

FEE SIMPLE  
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 fil-

ed in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on

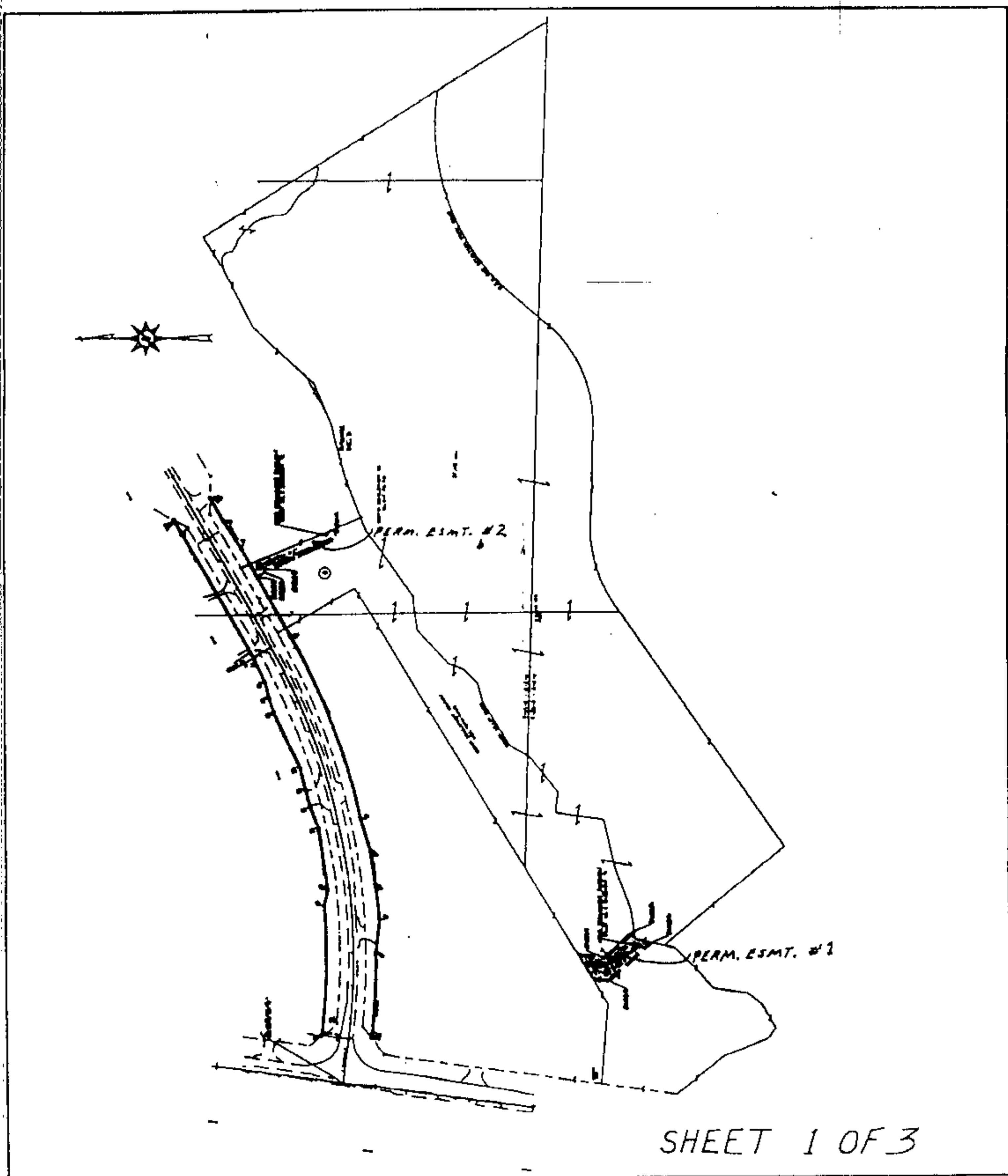
the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and duly

recorded in Deed Record \_\_\_\_\_ page \_\_\_\_\_

Dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Judge of Probate

County, Ala.



ALABAMA DEPARTMENT OF TRANSPORTATION  
SHELBY COUNTY  
PROJECT NO. STPAA-7136(1)  
SCALE: 1"=400'

TRACT NO. 8  
OWNER : DESTIN DEVELOPMENT CO.

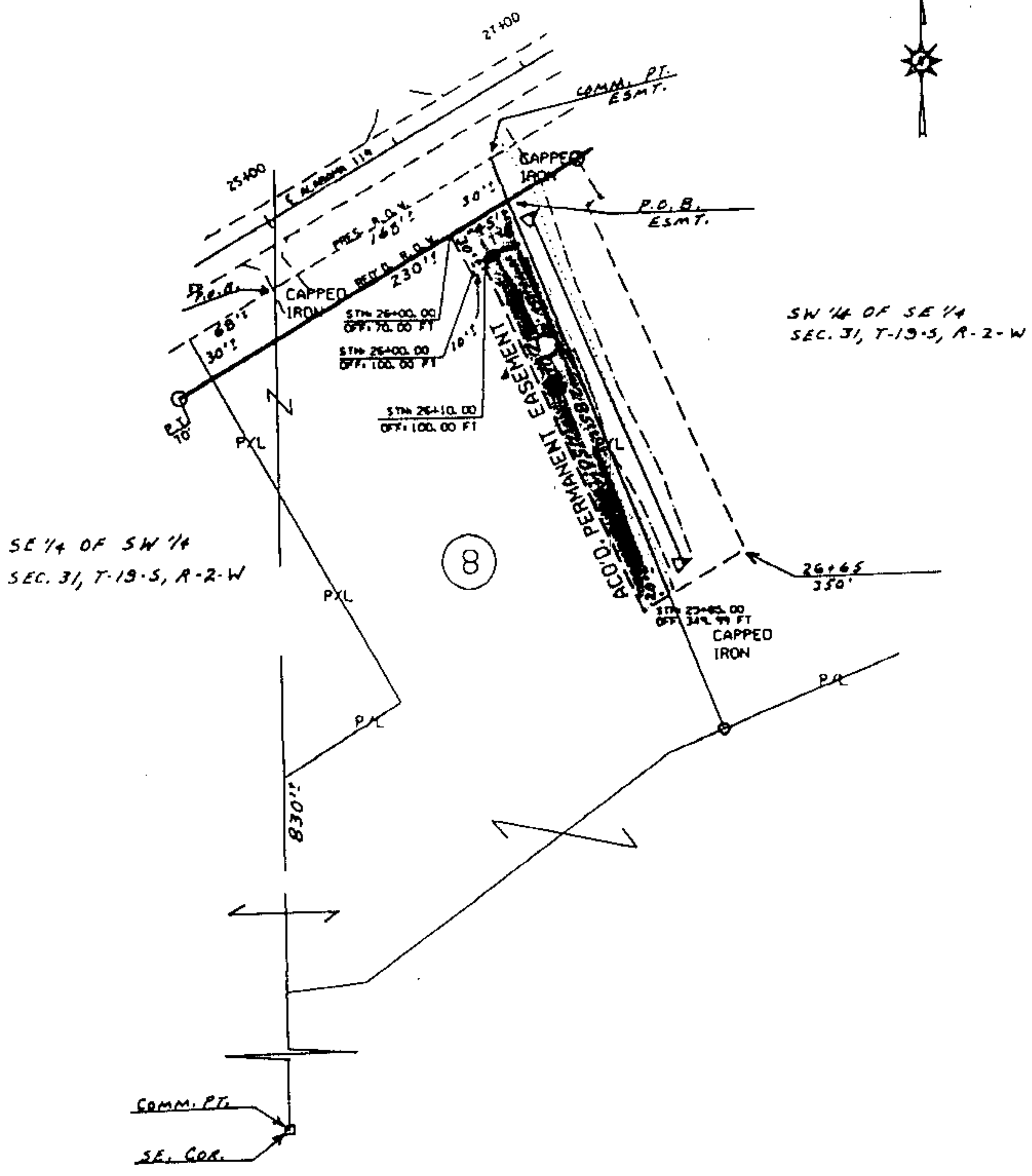
TOTAL ACRES: 49.10

REQ'D. R/W: 0.16

■ 1 PERMANENT EASMENT: 0.31

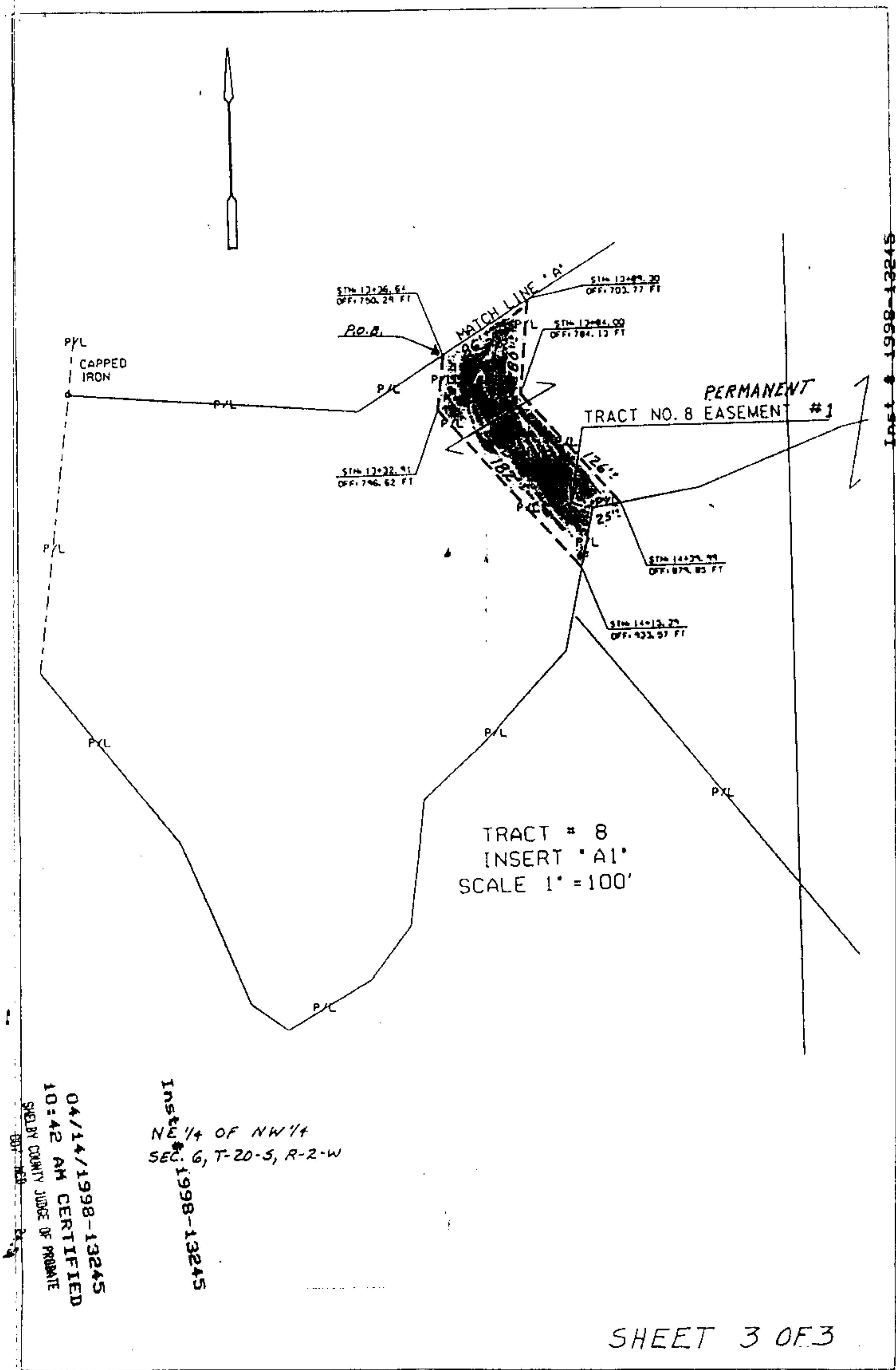
■ 2 PERMANENT EASMENT: 0.18

AC REMAINING: 48.41



SHEET 2 OF 3

TRACT NUMBER <u>8</u>	ALABAMA DEPARTMENT OF TRANSPORTATION
OWNER: _____	PROJ. NO. <u>STPAA-7136(1)</u>
_____	COUNTY: <u>SHELBY</u>
TOTAL ACREAGE: _____	SCALE: 1" = 100'
R/W REQUIRED: _____	DATE: <u>7-29-96</u>
REMAINDER: _____	REVISED: <u>9-2-96</u>



TRACT, NUMBER 8 ALABAMA DEPARTMENT OF TRANSPORTATION  
OWNER: \_\_\_\_\_ PROJ. NO. STPAA-7/36(1)  
COUNTY: SHELBY  
TOTAL ACREAGE: \_\_\_\_\_ SCALE: 1" = 100'  
R/W REQUIRED: \_\_\_\_\_ DATE: 1-29-94  
REMAINDER: \_\_\_\_\_ REVISED: 9-9-96