

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

STATE OF ALABAMA )  
COUNTY OF SHELBY )

TRACT NO. 7-REV.

FEE SIMPLE  
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of ~~Sixty-nine Thousand Two Hundred & No/100~~ 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), Shiva Properties, 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, 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. 7 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; thence southwesterly along said right of way line a distance of 68 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 property line a distance of 20 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to the centerline of said Project; thence southwesterly, parallel with said centerline, a distance of 25 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to said centerline at P.T. Station 23+89.72; thence southwesterly, along a curve to the right, concave northwesterly, having a radius of 1969.86 feet, parallel with said centerline, a distance of 276 feet, more or less, to the west Property line; thence northwesterly along said property line a distance of 20 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 295 feet, more or less, to the point of beginning. Containing 0.14 acre, more or less.

PERMANENT CONSTRUCTION EASEMENT:

Also, a Permanent Easement described as: Beginning at a point on the northeast property line that is 60 feet

02/02/1998-24999  
02:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DAV NEL 17:00

Inst # 1998-24999

southeasterly of and at right angles to the centerline of Project No. STPAA-7136(1); thence southeasterly along said property line a distance of 10 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to said centerline; thence southwesterly, parallel with said centerline, a distance of 25 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to said centerline at P.T. Station 23+89.72; thence southwesterly, along a curve to the right, concave northwesterly, having a radius of 1979.86 feet, parallel with said centerline, a distance of 277 feet, more or less, to the west property line; thence northwesterly along said property line a distance of 10 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to said centerline; thence northeasterly, along a curve to the left, concave northwesterly, having a radius of 1969.86 feet, parallel with said centerline, a distance of 276 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to said centerline at P.T. Station 23+89.72; thence northeasterly, parallel with said centerline, a distance of 25 feet, more or less, 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 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 13<sup>th</sup> day of April, 1999.

SHIVA PROPERTIES, INC.

BY: W. J. Hall

Its President

L.S.

L.S.

ACKNOWLEDGEMENT

STATE OF GA )  
Clayton COUNTY )

I, \_\_\_\_\_, a Notary Public, in and for said County and State, hereby certify that \_\_\_\_\_, whose name(s) is/are signed to the foregoing conveyance, and who is/are 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 13<sup>th</sup> day of April, 1998.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF GA )  
COUNTY OF Clayton )

I, John D. Ford, a Notary Public, in and for said County and State, hereby certify that Bilip R. Patel, whose name(s) as President of the Company, a corporation, is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, Mr. Patel as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 13<sup>th</sup> day of April, 1998.

John D. Ford  
NOTARY PUBLIC

4-13-98  
MY COMMISSION EXPIRES: July 10, 2001

