

Billy P. Gilliland  
 Rust Environment & Infrastructure  
 3535 Grandview Parkway, Suite 325  
 Birmingham, Alabama 35243

# RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA )

SHELBY COUNTY )

PROJECT NO. STPBH-7124(3)  
 TRACT NO. 19  
 10/08/1998-33411  
 11:31 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 JOE CR

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Johnny Busby, a married man, of the County and State aforesaid, in and for the consideration of Thirty Thousand and no/100 (\$30,000.00) Dollars, in hand paid by Shelby County, the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction or improvement of a public road through our lands, in Shelby County, do hereby give, grant, bargain, sell and convey to Shelby County, its successors or assigns, a Right-of-Way hereinafter described, over and across our said lands in Shelby County, Alabama, for a public road, said Right-of-Way herein conveyed being more particularly described as follows, and as shown on the sketch attached hereto and made a part hereof by reference, to-wit:

Commencing at the northwest corner of the northwest 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, thence east along the north line of Section 24 a distance of 2116.61 feet, thence southerly, at an angle to the right of 107° 00' 04", a distance of 100.77 feet, thence southerly, at an angle to the left of 1° 35' 00", a distance of 407.0 feet, thence southerly at an angle to the left of 4° 15' 00", a distance of 351.22 feet, thence southerly at an angle to the left of 0° 25' 28", a distance of 149.99 feet, thence southerly, at an angle to the right of 2° 31' 00", a distance of 359.47 feet to the point of beginning, said point being on the east right-of-way of County Road No. 33, thence continue southerly along said right-of-way a distance of 467.39 feet, thence southeasterly along said right-of-way, at an angle to the left of 20° 20' 23", a distance of 65.68 feet to the north right-of-way of County Road No. 52, thence northeasterly, at an interior angle of 48° 34' 23", a distance of 111.49 feet, thence northeasterly, at an angle to the right of 26° 40', a distance of 11.71 feet, thence northerly, at an angle to the left of 55° 50' 02", a distance of 89.65 feet, thence west, at an angle to left of 89° 45' 43", a distance of 55.0 feet, thence northerly, at an angle to the right of 90° 00' 00", a distance of 335.0 feet, thence west, at an angle to the left of 90° 00' 00", a distance of 24.49 feet to the point of beginning. Containing 0.48 plus or minus acres.

The above described property constitutes no part of the homestead of the Grantor or Grantor's spouse.  
 TO HAVE AND TO HOLD to the said Grantee, its successors, and assigns forever.

And we(I) do for myself and for my heirs, executors, and administrators covenant with the said Grantees, their successors, and assigns, that I(we) am(are) lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted, that I(we) have a good right to sell and convey the same as aforesaid, that I(we), my heirs, executors, and administrators shall warrant and defend the same to the said Grantees, their successors and assigns forever, against the lawful claims of all persons.

TO HAVE AND TO HOLD by Shelby County, or its Assigns, and for and in consideration of the benefits to our property by reason of the construction or improvement of said road, we hereby release the County aforesaid, and all of its employees and officers, and the State of Alabama and all its employees and officers from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. All agreements, covering the moving, relocation and/or changing of the building and/or structures located wholly or partially on the above described right-of-way shall be in writing and approved by the State Department of Transportation before same shall be valid and binding on the said State Department of Transportation. The grantor hereby grants permission with right of ingress and egress to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right-of-way.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this the 15 day of October, 1998.

WITNESSES:

[Signature]

Johnny Busby  
 Johnny Busby

STATE OF ALABAMA  
 SHELBY COUNTY

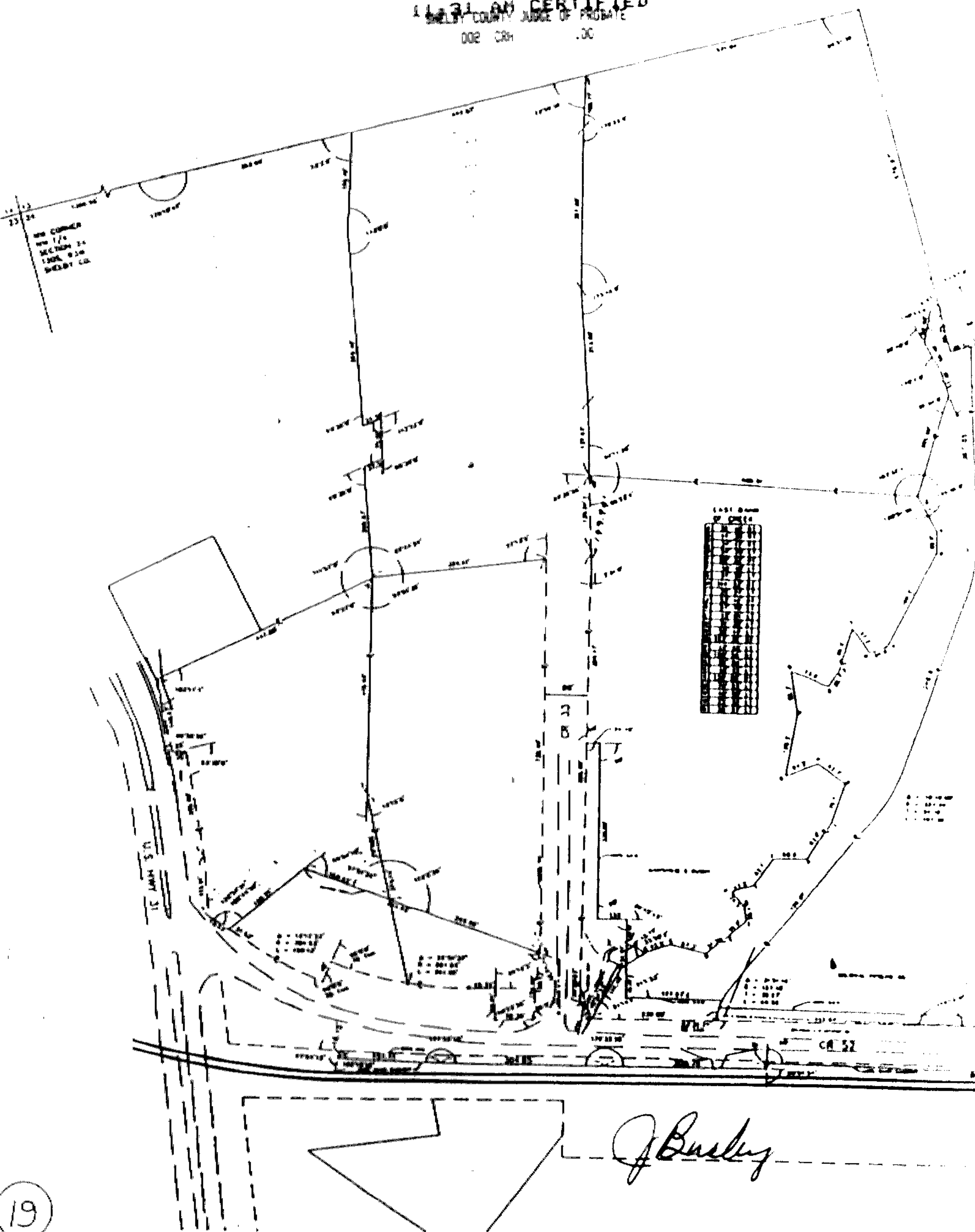
I, the undersigned authority, in and for said County, in said State, hereby certify that Johnny Busby, a married man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same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

Given under my hand and official seal this 15 day of October, 1998.

[Signature]  
 Notary Public

TRACT	BEFORE	ACQUIRED	REMAINING
19	9.56	0.48	9.08

Inst # 1998-39411

10/08/1998-39411  
11:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH .00SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST  
R.O.W. CONVEYANCE SKETCH  
(This is not a Survey)**LEGEND**

DATE: MAY 1997

DRAWN: WSB

CHECKED: PA

SHEET NO. 1 OF 1

JOHNNY BUSBY

PREPARED BY:

Cecil Jones & Associates, Inc.  
A NEEL-SCHAFER COMPANY  
CONSULTING ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS— E — EXISTING PROPERTY LINE  
— — — — — PROPERTY LINE (REQUIRED)