

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. 12

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Fifty five Thousand 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), Patricia A. Gingo 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-458(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 NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 14, Township 21 South, Range 3 West, identified as Tract No. 12, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully described as follows:

Commence at the southeast corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence west along the south line of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 530 feet, more or less, to the present northeast right of way line of Alabama Highway 119; thence northeasterly along said right of way line a distance of 718 feet, more or less, to the south property line and the point of beginning of the property herein to be conveyed; thence continue southeasterly along said right of way line a distance of 122 feet, more or less, to the north property line; thence westerly along said property line a distance of 25 feet, more or less, to a point on a line which extends from a point that is 80 feet northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1) at Station 461+25 to a point that is 85 feet northwesterly of and at right angles to the centerline of said Project at Station 461+75; thence southwesterly a distance of 15 feet, more or less, to said point that is 80 feet northwesterly of and at right angles to said centerline at Station 461+25; thence southwesterly along a line which, if extended, would intersect a point that is 90 feet northwesterly of and at right angles to said centerline at P.T. Station 455+90.39 a distance of 105 feet, more or less, to the south property line; thence easterly along said property line a distance of 26 feet, more or less, to the point of beginning. Containing 0.063 acre, more or less.

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PERMANENT DRAINAGE EASEMENT:

Beginning at a point that is 80 feet northwesterly of and at right angles to the centerline of said Project at Station 461+25; thence northwesterly along a line which, if extended, would intersect a point that is 400 feet northwesterly of and at right angles to said centerline at Station 461+25 a distance of 37 feet, more or less, to the north property line; thence easterly along said property line a distance of 37 feet, more or less, to a point on a line which extends from a point that is 80 feet northwesterly of and at right angles to said centerline at Station 461+25 to a point that is 85 feet northwesterly of and at right angles to said centerline at Station 461+75; thence southwesterly a distance of 15 feet, more or less, to the point of beginning. Containing 0.007 acre, more or less.

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 28th day of July, 1999.

Patricia A. Gingo L.S.

L.S.

ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, QUEEN M. NUNN, a Notary Public, in and for said County and State, hereby certify that PATRICIA A. GINGO whose name is signed to the foregoing conveyance, and who is known to me, acknowledge before me this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of July, 1999.

Queen M. Nunn
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: APRIL 21, 2001

MY COMMISSION EXPIRES: _____

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