

FORM ROW-4

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. 25-Rev. 2

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of
the sum of Thirty-one Thousand four hundred thirty-nine and 00/100
(\$31,439.00) 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), BBNC, L.L.C. Burnie A. Higginbotham, President have
& CEO of BBNC, L. L. C and Burnie A. Higginbotham, III Secretary BBNC, L
L. L. C.
(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 NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 11, Township 21 South, Range 3 West, identified as Tract No. 25, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully described as follows:

Commence at the southwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence east along the south line of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 660 feet, more or less, to the present northwest right of way line of Alabama Highway 119; thence northeasterly along said right of way line a distance of 675 feet, more or less, to the southeast property corner and the point of beginning of the property herein to be conveyed; thence continue northeasterly along said right of way line a distance of 208 feet, more or less, to the north property line; thence westerly along said north property line a distance of 14 feet, more or less, to a point that is 75 feet northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1); thence southwesterly, parallel with said centerline, along a curve to the right (concave northwesterly) a distance of 227 feet, more or less, to the southeast property line; thence northeasterly along said property line, along a curve to the left, having a radius of 25 feet, a distance of 30 feet, more or less, to the point of beginning. Containing 0.085 acre, more or less.

TO HAVE AND TO HOLD, unto the State of Alabama,
its successors and assigns in fee simple forever.

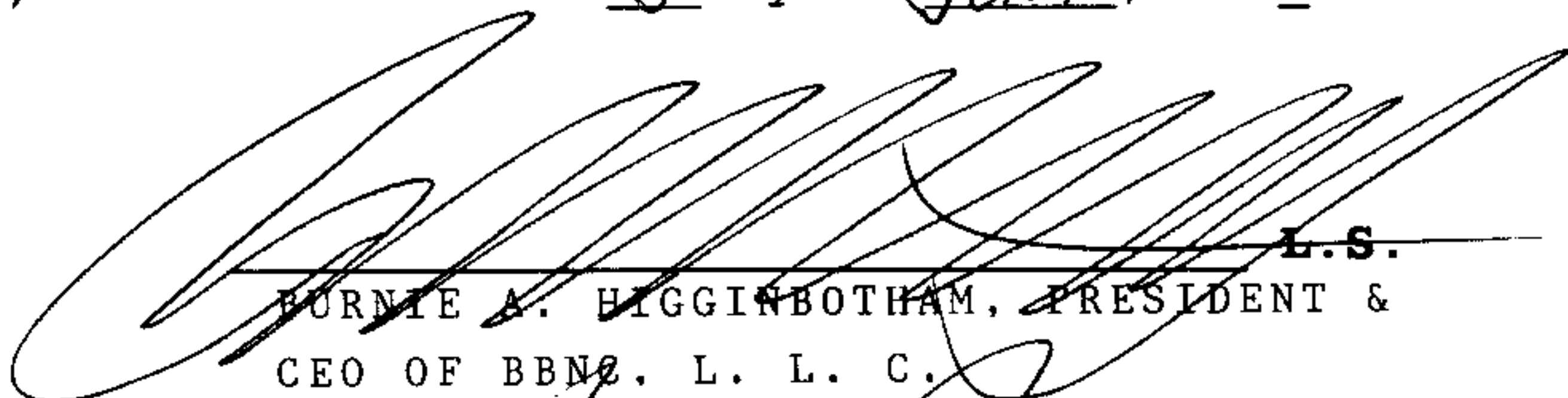
02/01/2001-03637
01:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 21.00

02/01/2001-03637
01:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 21.00


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 5 day of June, ~~XXX~~ 2000.



BURNIE A. HIGGINBOTHAM, PRESIDENT &
CEO OF BBNC, L. L. C.



BURNIE A. HIGGINBOTHAM, III
SECRETARY OF BBNC, L. L. C.

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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
_____ day of _____, 19____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF ALABAMA _____)

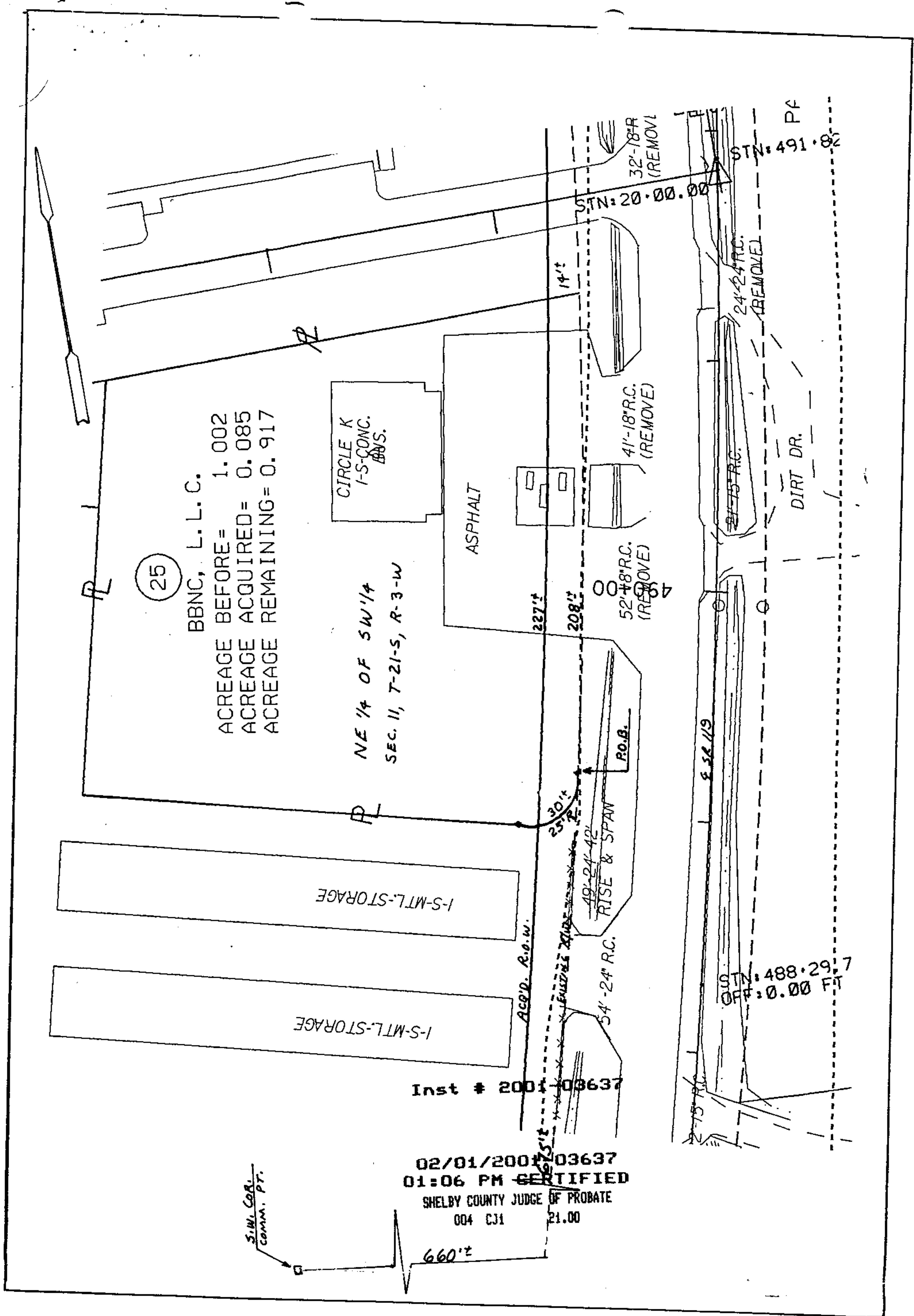
COUNTY OF JEFFERSON _____)

I, Ayn Traylor-Sadberry, a Notary Public, in
and for said County and State, hereby certify that Burnie A.
Higginbotham, President & CEO of BBNC, L. L. C. and Burnie A.
Higginbotham, III Secretary of BBNC, L. L. C. whose
name(s) as officers 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, they as such officers 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
5 day of June, 2000

Ayn Traylor-Sadberry
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/02/01



TRACT NUMBER 25 ALABAMA DEPARTMENT OF TRANSPORTATION
 OWNER: BBNC, L.L.C. PROJECT NO. STPAA-458(1)
 TOTAL ACREAGE: 1.002 SHELBY COUNTY
 R/W REQUIRED: 0.085 SCALE: 1" = 50'
 REMAINDER: 0.917 DATE: 12-12-97
 REVISED: 7-31-98, 9-11-98