

FORM ROW-4

THIS INSTRUMENT PREPARED BY:
CHARLES R. RYAN
RUST ENVIRONMENT & INFRASTRUCTURE
3535 GRANDVIEW PARKWAY, SUITE 300
BIRMINGHAM, ALABAMA 35243

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 24-Rev.

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration
the sum of Eighty -six Thousand and 00/100 dollars, cash in
(\$86,000.00)
hand paid to the undersigned by the State of Alabama, the receipt
of which is hereby acknowledged, we (I) the undersigned
grantor(s), DONALD M. BOTTA 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 NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 11, Township 21 South, Range 3 West, identified as Tract No. 24, 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 357 feet, more or less, to the center of Buck Creek, the south property line and the point of beginning of the property herein to be conveyed; thence continue northeasterly along said right of way line a distance of 318 feet, more or less, to the northeast property corner; thence southwesterly along the north property line, along a curve to the right, having a radius of 25 feet, a distance of 30 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 193 feet, more or less, to a point that is 75 feet northwesterly of and at right angles to the centerline of said Project at Station 487+00; 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 Station 485+00 a distance of 112 feet, more or less, to the center of Buck Creek, the southwest property line; thence easterly along said property line a distance of 21 feet, more or less, to the point of beginning. Containing 0.107 acre, more or less.

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

07/17/2001-29508
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 21.00

07/17/2001-29508
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 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 9 day of July, ~~1999~~ 2001.

Donald M. Botta L.S.
DONALD M. BOTTA

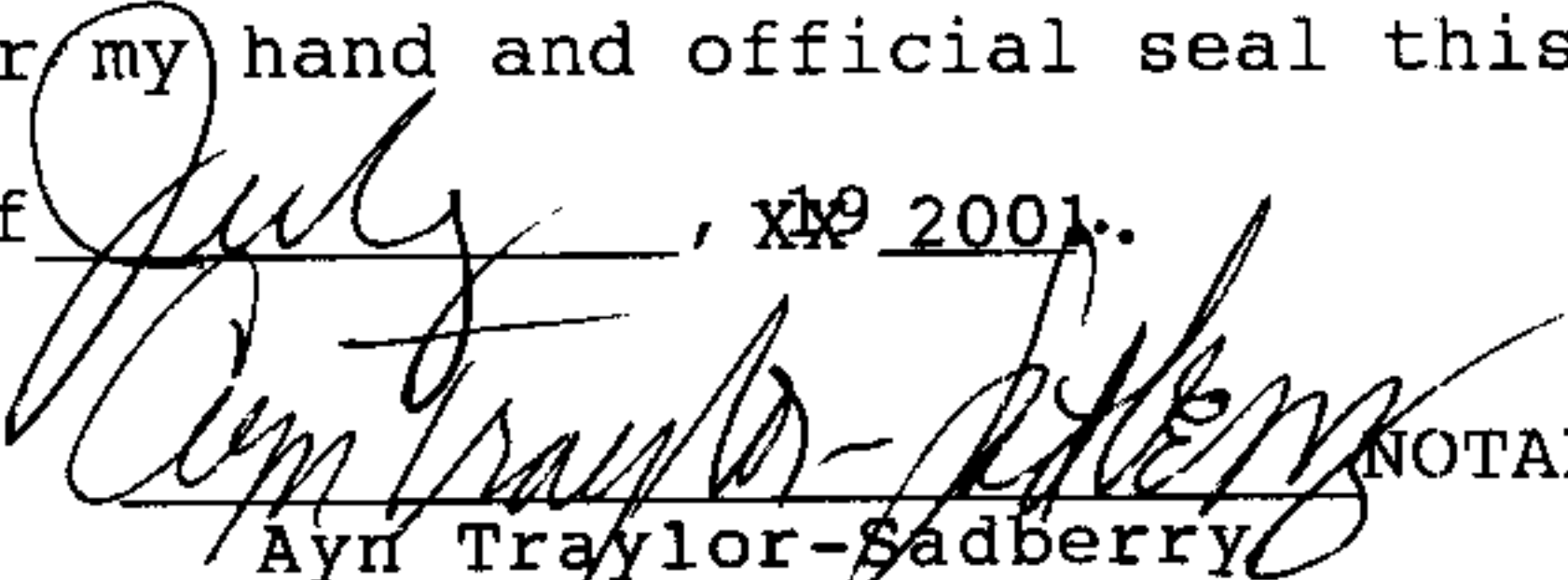
L.S.

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Ayn Traylor-Sadberry, a Notary Public, in
and for said County and State, hereby certify that _____
DONALD M. BOTTA, 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, he executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this
9 day of July, ~~19~~ 2001.

Ayn Traylor-Sadberry NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/02/01

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public, in
and for said County and State, hereby certify that _____
_____ whose
name(s) as _____ 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, _____ 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
_____ day of _____, 19____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CH 400

TRACT NUMBER 24 ALABAMA DEPARTMENT OF TRANSPORTATION
OWNER: DONALD M. BOTTA PROJECT NO. STPAA-458(1)
SHELBY COUNTY
TOTAL ACREAGE: 2.690 SCALE: 1" = 100'
R/W REQUIRED: 0.107 DATE: 12-12-97
REMAINDER: 2.583 REVISED: 7-31-98, 9-11-98