

THIS INSTRUMENT PREPARED BY:

ALABAMA DEPARTMENT OF TRANSPORTATION  
THIRD DIVISION  
BIRMINGHAM, ALABAMA 35203

STATE OF ALABAMA )

COUNTY OF SHELBY )

TRACT NO. 11

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Eleven Thousand and no/100(\$11,000.00) 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), Donald W. Hogue, Jr. and Victoria Hogue 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. 11, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully described as follows:

Commence at the northeast corner of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; thence south along the east line of said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  a distance of 97 feet, more or less, to the present northwest right of way line of Alabama Highway 119; thence southwesterly along said right of way line a distance of 612 feet, more or less, to the north property line and the point of beginning of the property herein to be conveyed; thence continue southwesterly along said right of way line a distance of 11 feet, more or less, to the south property line; thence westerly along said property line a distance of 28 feet, more or less, to a point on a line which extends from a point that is 90 feet northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1) at P.T. Station 455+90.39 to a point that is 80 feet northwesterly of and at right angles to said centerline at Station 461+25; thence northeasterly along a line which, if extended, would intersect said point that is 80 feet northwesterly of and at right angles to said centerline at Station 461+25 a distance of 12 feet, more or less, to the north property line; thence easterly along said property line a distance of 27 feet, more or less, to the point of beginning. Containing 0.006 acre, more or less.

PERMANENT DRAINAGE EASEMENT:

Commence 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

Inst # 2001-55944

12/20/2001-55944  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOUG WEL 27.00

angles to said centerline at Station 461+25 a distance of 117 feet, more or less, to the southeast property line, and the point of beginning of the property herein to be conveyed; thence continue northwesterly a distance of 203 feet, more or less, to said point that is 400 feet northwesterly of and at right angles to said centerline at Station 461+25; thence northeasterly, parallel with said centerline, a distance of 50 feet to a point that is 400 feet northwesterly of and at right angles to said centerline at Station 461+75; thence southeasterly along a line which, if extended, would intersect a point that is 85 feet northwesterly of and at right angles to said centerline at Station 461+75 a distance of 203 feet, more or less, to the southeast property line; thence southwesterly along said property line a distance of 50 feet, more or less, to the point of beginning. Containing 0.233 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 December 4, ~~199~~ 2001.

Donald W Hogue Jr. L.S.  
DONALD W. HOGUE, JR.

Victoria Hogue L.S.  
VICTORIA HOGUE

ACKNOWLEDGEMENT

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Ayn Traylor-Sadberry, a Notary Public, in and for said County and State,  
hereby certify that <sup>Donald W. Hogue, Jr.</sup> & Victoria Hogue, 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, they executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal this 4<sup>th</sup> day of Dec., 2001.

Ayn Traylor-Sadberry NOTARY PUBLIC  
MY COMMISSION EXPIRES: 9/02/05

ACKNOWLEDGEMENT FOR CORPORATION

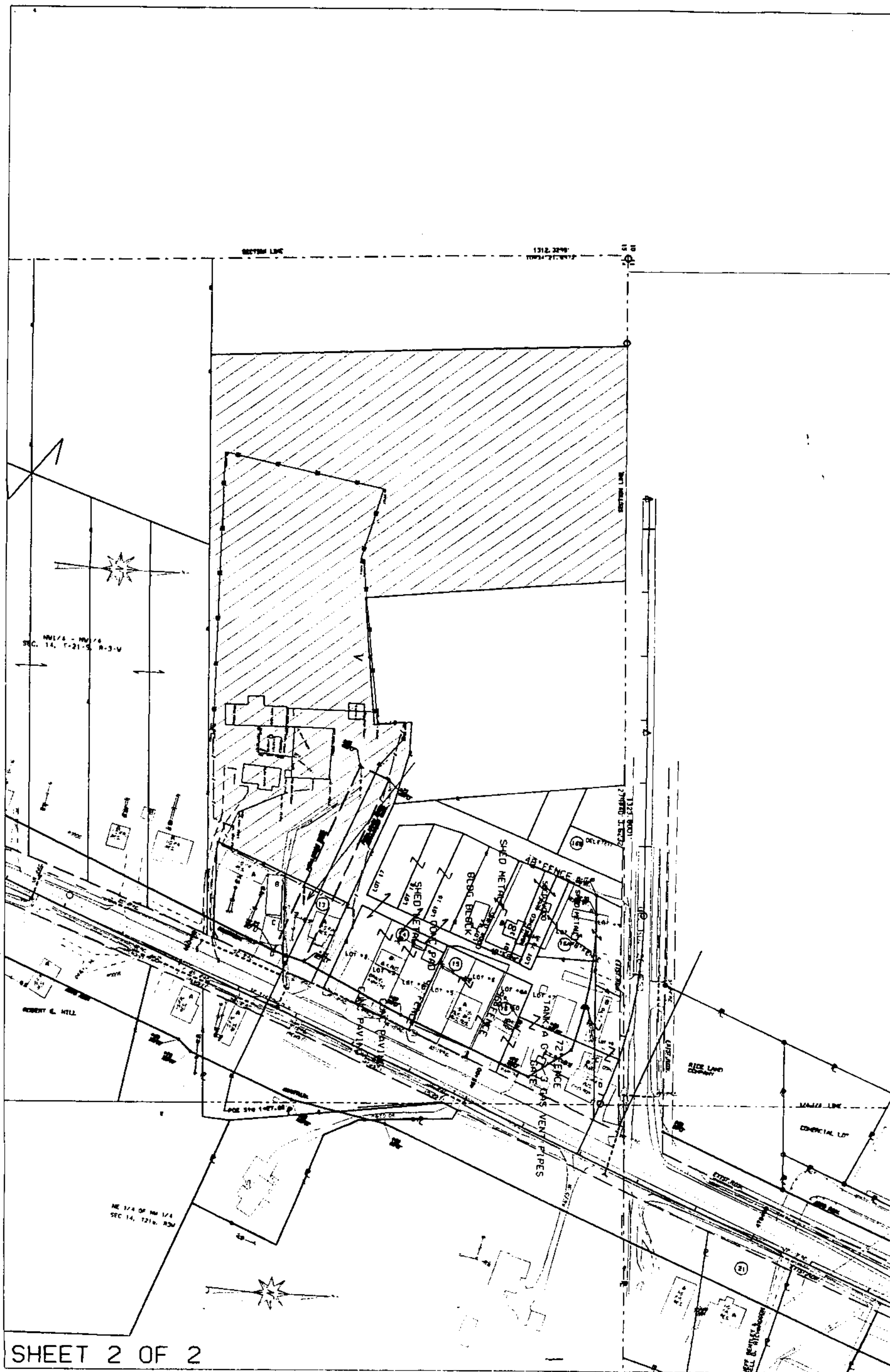
STATE OF \_\_\_\_\_ )

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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_



SHEET 2 OF 2

TRACT NUMBER 11  
 OWNER: DONALD W. &  
VICTORIA HOGUE  
 TOTAL ACREAGE: 8.900  
 R/W REQUIRED: 0.239  
 REMAINDER: 8.661

ALABAMA DEPT. OF TRANSPORTATION  
 PROJ. NO. STPAA-458(1)  
 COUNTY: SHELBY  
 SCALE: 1" = 200'  
 DATE: 04-17-01  
 REVISED:



