

FORM ROW-4

THIS INSTRUMENT PREPARED BY:

ALABAMA DEPARTMENT OF TRANSPORTATION  
THIRD DIVISION  
BIRMINGHAM, ALABAMA 35203

STATE OF ALABAMA )

COUNTY OF SHELBY )

TRACT NO. 2

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of \$ 0 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), City of Montevallo 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. BR-458(6) 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 NE  $\frac{1}{4}$ , Section 4, Township 24 North, Range 12 East, identified as Tract No. 2, Project No. BR-458(6), Shelby County, Alabama, and being more fully described as follows:

Commencing at the northeast corner of said NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; thence west along the north line of said NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  a distance of 232.77 feet, more or less, to the existing west right of way line of State Route 119, and the point of beginning of the property herein to be conveyed; thence southerly along said existing west right of way line a distance of 84.84 feet to the south property line; thence west along said south property line a distance of 15.54 feet to a point that is 40 feet westerly of and at right angles to the centerline of said State Route 119 at Station 12+33.66; thence northerly a distance of 70.89 feet to a point that is 65 feet westerly of and at right angles to said centerline at Station 13+00; thence northerly, parallel with said centerline, a distance of 66.55 feet to a point that is 65 feet westerly of and at right angles to said centerline at Station 13+66.55; thence continue northerly,

ALSO: A temporary easement necessary for construction of drainage and being more fully described as follows:

Beginning at a point that is 46 feet westerly of and at right angles to the centerline of said Project at Station 12+50.00; thence westerly a distance of 29 feet, more or less, to a point that is 75 feet westerly of and at right angles to said centerline at Station 12+50.00; thence north a distance of 150 feet, more or less, to a point that is 76 feet westerly of and at right angles to said centerline at Station 14+00; thence easterly a distance of 11 feet, more or less, to a point that is 65 feet westerly of and at right angles to said centerline at Station 14+00; thence southerly a distance of 100 feet to a point that is 65 feet westerly of and at right angles to said centerline at Station 13+00; thence southeasterly a distance of 53 feet, more or less, to the point of beginning. Containing 0.045 acre, more or less.

The temporary easement described above will revert to the grantor upon completion of the Project.

The grantors, the successors and assigns of said grantors herein, hereby reserves the mineral rights to the property hereby conveyed to the State of Alabama, but it is understood and agreed by and between the parties to this conveyance that the rights so reserved will in no way affect or interfere with maintenance of public roads and highways on the property herein conveyed.

**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

IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal  
this the 13 day of March, 2002.

Bruce R. Forber Sr. L.S.  
Mayor

Shirley D. Webb L.S.  
City Clerk

ACKNOWLEDGEMENT

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Janet L. Anderson, a Notary Public, in and for said County and State,  
hereby certify that Grady R. Parker, Mayor  
Steven D. Gibbs, Clerk, 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 13th day of March, 2002

Janet L. Anderson NOTARY PUBLIC  
MY COMMISSION EXPIRES: 11-8-2004

ACKNOWLEDGEMENT FOR CORPORATION

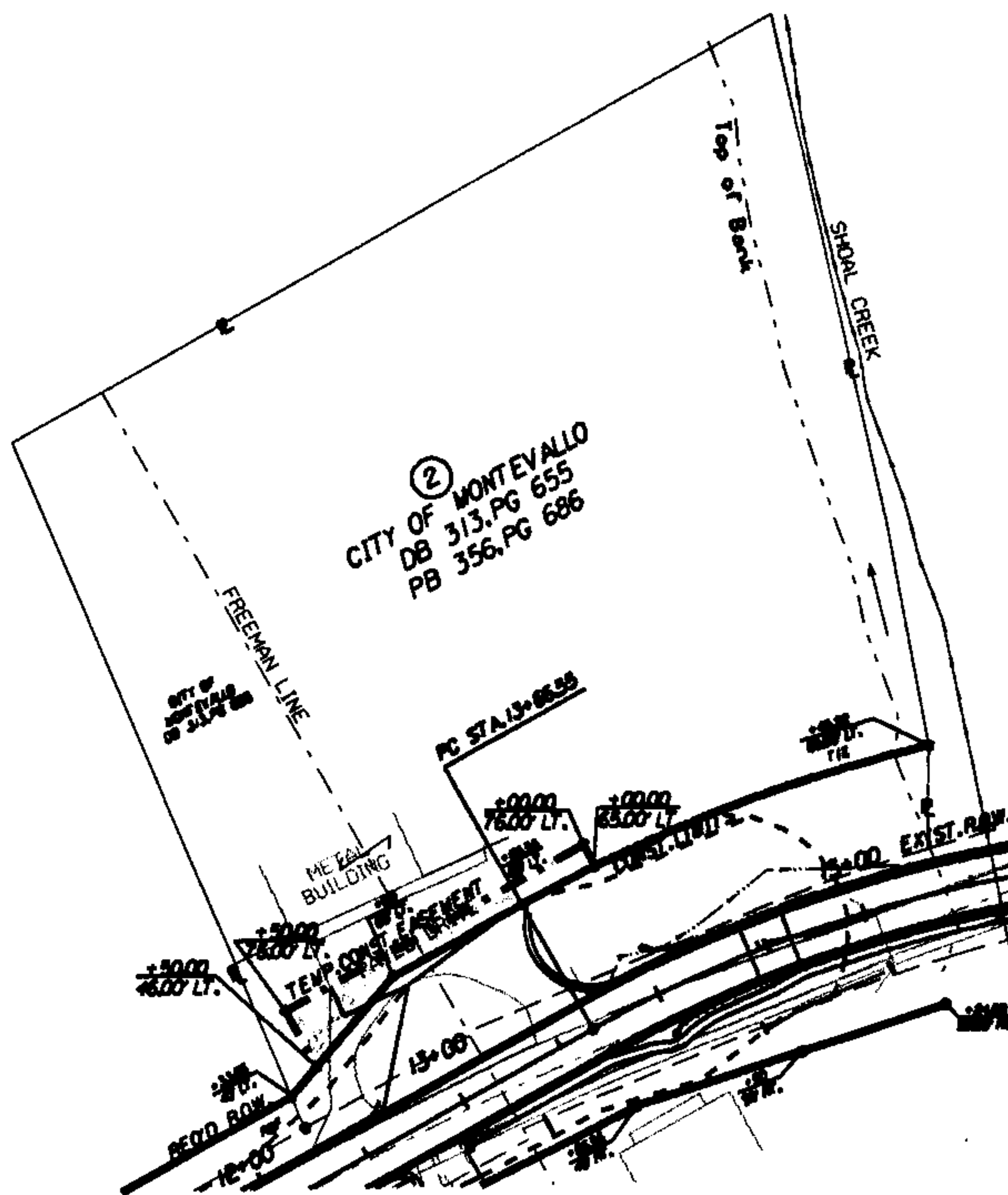
STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Janet L. Anderson, a Notary Public, in and for said County and State,  
hereby certify that Grady R. Parker, Mayor  
Steven D. Gibbs, Clerk, whose name(s) as  
Mayor and City Clerk 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 13th day of March, 2002.

Janet L. Anderson NOTARY PUBLIC







04/19/2002-18334  
01:57 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 MSB 27.00



232.77'

FREEMAN LINE

NE 1/4 OF NE 1/4  
SEC. 4  
T-24-N, R-12-E

②

CITY OF MONTEVALLO  
DB 313, PG 655  
PB 356, PG 686

ACREAGE BEFORE- 28208  
ACREAGE ACQUIRED- 0.3051  
ACREAGE REMAINING- 25157  
TEMP. CONST EASMT 0.045