

THIS INSTRUMENT PREPARED BY:

ALABAMA DEPARTMENT OF TRANSPORTATION
BIRMINGHAM, ALABAMA 35202

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 6

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of
One Thousand Eight Hundred ^{Forty-five and no/100 (Dollars)} dollars, cash in hand paid to the undersigned
(\$1,845.00)
by the State of Alabama, the receipt of which is hereby acknowledged, we (I) the
undersigned grantor(s), Thursie M. Creek by RAY Fields have (has)
her Attorney in Fact
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, Alabama and being more particularly described as follows:

AND AS SHOWN ON THE RIGHT-OF-WAY MAP OF PROJECT NO. STPBH-9802(98) of record
with 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:

Part of the NW¼ of SE¼, Section 21, T-22-S, R-3-W, identified as Tract No.
6 on Project No. STPBH-9802(98) in Shelby County, Alabama and being more
fully described as follows:

Commencing at the Northwest Corner of said NW¼ of SE¼, thence easterly
along the north line of said NW¼ of SE¼ a distance of 1.577 meters to the
existing east right of way line of said State Route 119; thence southerly
along said right of way line a distance of 37.171 meters, more or less, to
a point that is 11.3 meters easterly of and at right angles to the
centerline of State Road 119 at Station 12+70 and the point of beginning of
the property herein to be conveyed; thence continue southerly along the
existing east right of way line of State Road 119 a distance of 20.719
meters, more or less, to the existing north right of way line of Pineview
Road; thence easterly along said right of way line a distance of 10.313
meters to a point that is 22 meters easterly of and at right angles to the
centerline of State Road 119 at Station 12+49; thence northerly, parallel
with said centerline, a distance of 20.763 meters, more or less, to a point
that is 22 meters easterly of and at right angles to said centerline at
Station 12+70; thence westerly a distance of 10.702 meters to the point of
beginning. Containing 0.022 hectare, more or less.

ALSO: A temporary Easement necessary for construction and being more fully
described as follows:

Beginning at the Northwest Corner of the NW¼ of SE¼; thence south along the
west line of said NW¼ of SE¼ a distance of 10.896 meters; thence easterly a
distance of 1.577 meters to the existing east right of way line of State
Route 119, the north property line, and the point of beginning; thence
continue easterly along said north property line a distance of 2.27 meters,
more or less, to a point on a line that extends from a point that is 18
meters easterly of and at right angles to the centerline of State Road 119
at Station 12+70 to a point on the existing east right of way line of said
State Road 119 that is 10.84 meters easterly of and at right angles to said
centerline at Station 13+10; thence southeasterly a distance of 26.67
meters, more or less, to said point that is 18 meters easterly of and at
right angles to said centerline at Station 12+70; thence westerly a
distance of 6.53 meters, more or less, to a point on the existing east
right of way line of State Road 119 that is at right angles to said
centerline at Station 12+70; thence northerly along said right of way line
a distance of 26.265 meters, more or less, to the point of beginning.

Containing 0.012 hectare, more or less.

The Grantor's, 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 any maintenance of public roads and highways on the property herein conveyed.

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

AND FOR THE CONSIDERATION AFORESTATED, 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 title for 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(S), that the purchase price above stated is full compensation to them (him-her) for this conveyance, and hereby release the State of Alabama and all of it's employees and officers from any and all damages to their (his-her) remaining property 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(s) this the 6th day of May, 2002.

Ray Fields L.S.
Ray Fields Attorney in Fact for
THURSIE M. CREEK

L.S.

ACKNOWLEDGEMENT

STATE OF Alabama)
Jackson COUNTY)

I, Ray D. Bradford, a Notary Public, in and for said County and State, hereby certify that Ray Fields, attorney in fact for Thursie M. Creek, 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 6th day of May, 2002.

Ray D. Bradford NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires 4-12-2006

ACKNOWLEDGEMENT FOR CORPORATION

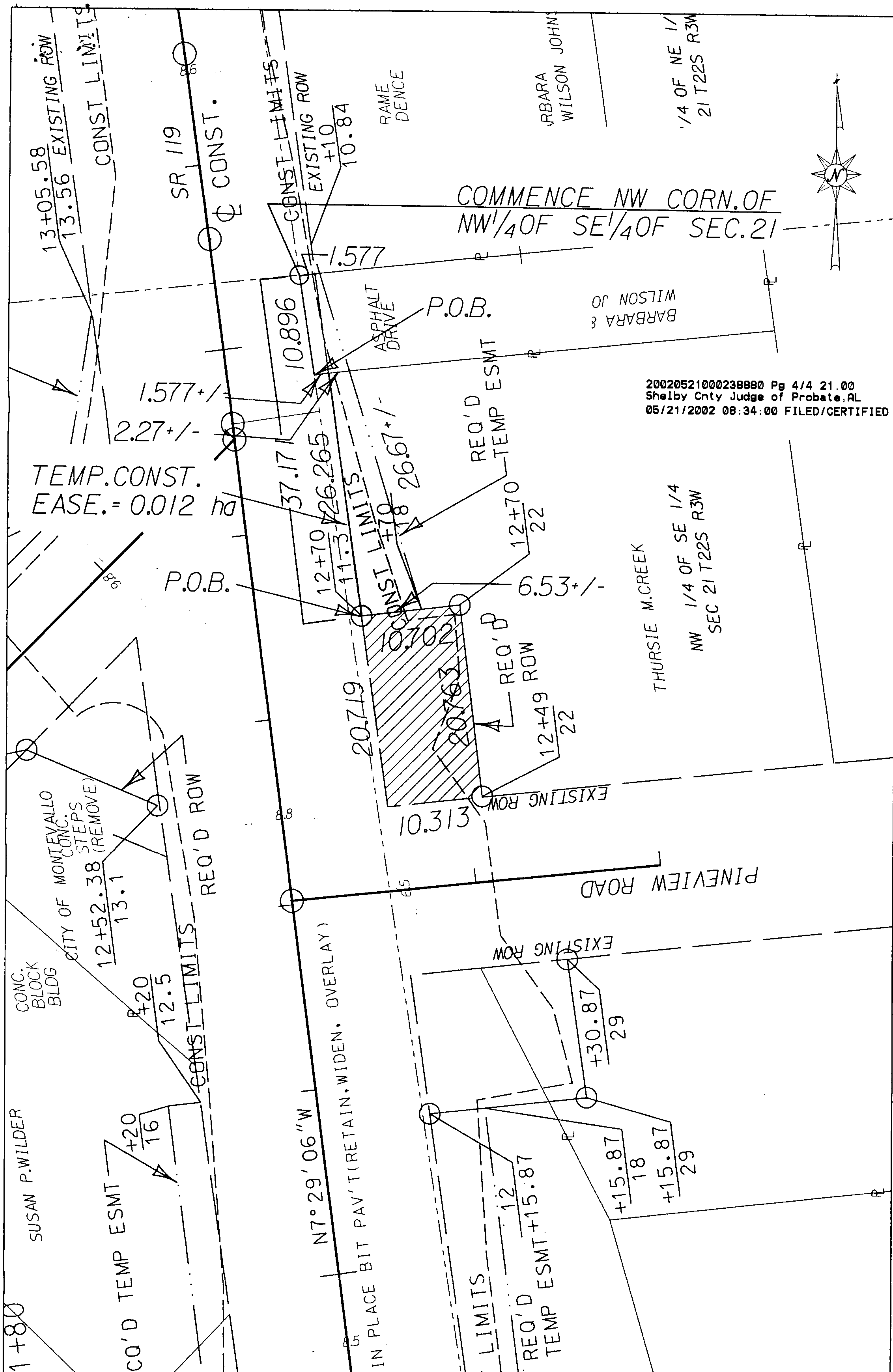
STATE OF _____)
COUNTY OF _____)

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: _____



ALABAMA DEPARTMENT OF TRANSPORTATION

TRACT NUMBER 6
OWNER: THURSIE CREEK

TOTAL HECTARES 0.227
REQUIRED ROW 0.022
REMAINDER 0.205

PROJECT NO. STPBH-9802(98)

COUNTY: SHELBY

SCALE : 1: 500

DATE: 12-19-2000

Revised 08-22-01

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