

THIS INSTRUMENT PREPARED BY:

ALABAMA DEPARTMENT OF TRANSPORTATION
BIRMINGHAM, ALABAMA 35202

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 5

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Five Thousand and 00/100 (\$5,000.00) 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), Bennie D. and Laurie Middaugh 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, Alabama and being more particularly described as follows:

AND AS SHOWN ON THE RIGHT-OF-WAY MAP OF PROJECT NO. BR-458(6) 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 NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 4, T-24-N, R-12-E, and part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 28, T-22-S, R-3-W, identified as Tract No. 5 on Project No. BR-458(6) in 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 170.22 feet to a point on a line (which extends from a point that is 35 feet easterly of and at right angles to the centerline of said project at Station 12+50 to a point that is 40 feet easterly of and at right angles to said centerline at Station 13+66.55) and the point of beginning of the property herein to be conveyed; thence southerly along said line (which, if extended, would intersect said point that is 35 feet easterly of and at right angles to said centerline at Station 12+50) a distance of 40.10 feet to the south property line; thence westerly along said south property line a distance of 7.19 feet to the existing east right of way line of State Route 119; thence northerly along said right of way line a distance of 40.00 feet to the beginning of a right of way offset; thence westerly along said right of way offset a distance of 5.11 feet; thence continue northerly along said right of way line a distance of 202.57 feet to the north property line; thence easterly along said property line a distance of 20.15 feet to a point that is 50 feet easterly of and at right angles to the centerline of said project at Station 15+24.50; thence southerly a distance of 68.49 feet to a point that is 50 feet easterly of and at right angles to said centerline at Station 14+50; thence southerly, a distance of 78.04 feet to a point that is 40 feet easterly of and at right angles to said centerline at Station 13+66.55; thence southerly distance of 49.79 feet to the point of beginning. Containing 0.0768 acre, more or less.


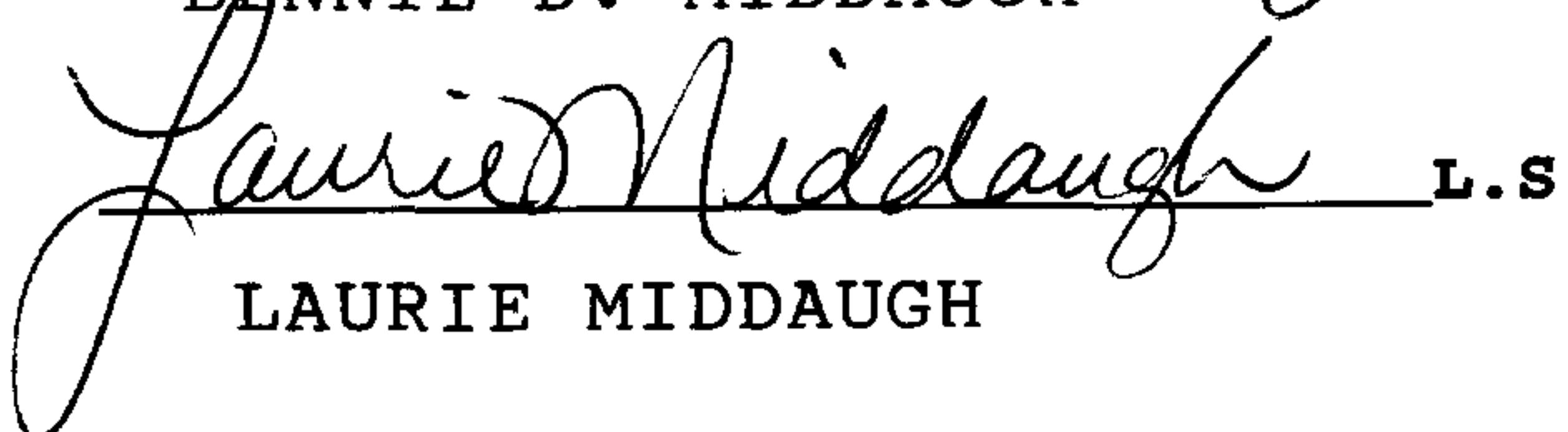
The Grantor's, the Successors and Assigns of said Grantors herein, hereby reserves the mineral rights to the property hereby conveyed to the State of Alabama, but it is understood and agreed by and between the Parties to this conveyance that the rights so reserved will in no way affect or interfere with 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 25th day of June, 2002.


BENNIE D. MIDDAGH

LAURIE MIDDAGH

ACKNOWLEDGEMENT

STATE OF Alabama)

COUNTY OF Shelby)

I, Connie S. Jeffery, a Notary Public, in and for said County and State,
hereby certify that Bennie D. and Laurie Middaugh, 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 the 25th day of June,

2002.

Connie S. Jeffery
Notary Public

Notary Public, Alabama, State at Large
My Commission Expires February 13, 2005

My Commission Expires: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF Alabama)

COUNTY OF Shelby)

I, Connie S. Jeffery, a Notary Public, in and for said County and
State, hereby certify that B, 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

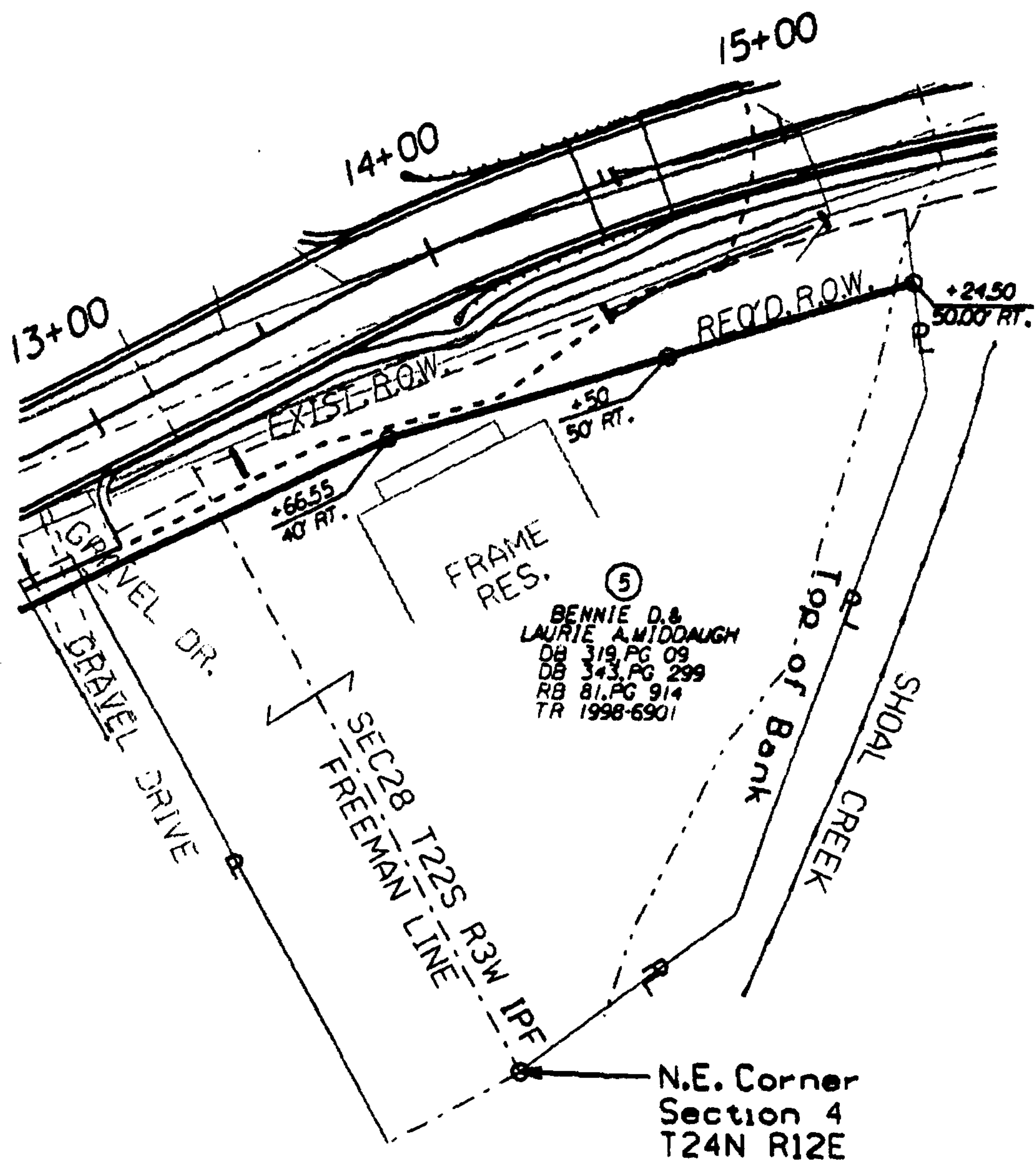
the same bears date.

Given under my hand and official seal this the _____ day of _____,

200____.

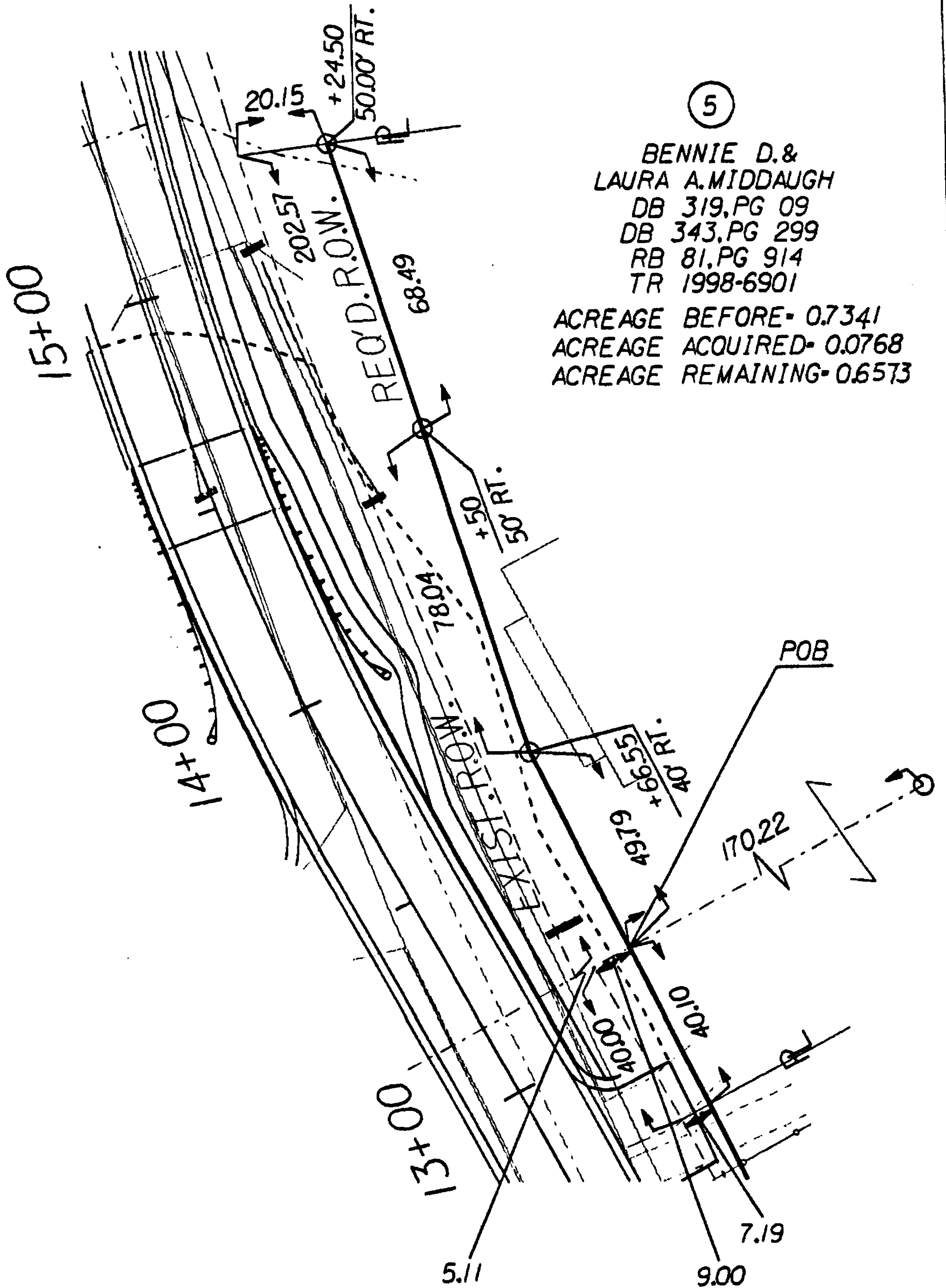
Notary Public

My Commission Expires: _____



SHEET 1 OF 2

TRACT NUMBER <u>5</u>	ALABAMA DEPT. OF TRANSPORTATION
OWNER: <u>BENNIE D. &</u>	PROJ. NO. <u>BR-458(6)</u>
<u>LAURA A. MIDDAGH</u>	COUNTY: <u>SHELBY</u>
TOTAL ACREAGE: <u>0.7341</u>	SCALE: 1" = <u>50'</u>
R/W REQUIRED: <u>0.0768</u>	DATE: <u> </u>
REMAINDER: <u>0.6573</u>	REVISED: <u> </u>



SHEET 2 OF 2

TRACT NUMBER <u>5</u>	ALABAMA DEPT. OF TRANSPORTATION
OWNER: <u>BENNIE D. &</u>	PROJ. NO. <u>BR-458(6)</u>
<u>LAURA A. MIDDAUGH</u>	COUNTY: <u>SHELBY</u>
TOTAL ACREAGE: <u>0.7341</u>	SCALE: 1" = <u>30'</u>
R/W REQUIRED: <u>0.0768</u>	DATE: <u> </u>
REMAINDER: <u>0.6573</u>	REVISED: <u> </u>