

FORM ROW-4

THIS INSTRUMENT PREPARED BY:

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 14

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum
and no/100 (\$85,000.00)
of Eighty Five Thousand/ dollars, cash in hand paid to the undersigned by the State
of Alabama, the receipt of which is hereby acknowledged, we (I) undersigned grantor(s)
Wayne M. Ellison, and wife, Edna L. Ellison

have (has) this day bargained and sold, and by these presents do hereby grant, bargain,
sell and convey unto Shelby County 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. STPBH-7280(600) 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:

Parcel 1: A part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section
19, Township 20 South, Range 2 West identified as Tract No. 14 on
Project No. STPBH-7280(600), Shelby County, Alabama and being more
fully described as follows;

Commencing at the southwest corner of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$; thence north
along the west line of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 147.78 feet to the
point of intersection with the northern present right-of-way line of CR 52;
thence N79°05'01"W along said present right-of-way line for a distance of
31.03 feet to the point of intersection with the Grantor's western property
line being the point of beginning of the property herein to be conveyed;
thence north along said property line for a distance of 55.75 feet to the
point of intersection with the required right-of-way line; thence
S73°13'35"E for a distance of 74.85 feet to a point 70.00 feet left of the
CR 52 centerline of Project No. STPBH-7280(600) station 57+61.42;
thence S81°14'14"E for a distance of 238.63 feet to a point 75.00 feet left
of said centerline station 59+00.00; thence S78°36'16"E for a distance of
160.32 feet to the point of intersection with the Grantor's eastern property
line; thence S0°36'38"E along the Grantor's eastern property line for a
distance of 43.24 feet to the point of intersection with the present northern
right-of-way line of CR 52; thence N80°55'41"W along said present right-
of-way line for a distance of 381.53 feet; thence N79°05'01"W along the
present right-of-way line for a distance of 31.03 feet to the point of
beginning. Containing 0.52 acre, more or less.

Parcel 2: A part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 19, Township 20 South,
Range 2 West identified as Tract No. 14 on Project No. STPBH-
7280(600), Shelby County, Alabama and being more fully described as
follows;

Wayne M. Ellison

Commencing at the southeast corner of said NE¼ of SW¼; thence north along the east line of said NE ¼ of SW ¼ for a distance of 100.86 feet to the point of intersection with the present northern right-of-way line of CR 52 being the point of beginning of the property herein to be conveyed; thence S74°41'05"W along the present right-of-way line for a distance of 210.09 feet; thence N11°01'30"W along the present right-of-way line for a distance of 10.00 feet; thence S81°07'19"W along the present right-of-way line for a distance of 103.53 feet to the point of intersection with the Grantor's western property line; thence N02°06'40"W along the said property line for a distance of 59.80 feet to the point of intersection with the required right-of-way line 94.61 feet left of the CR 52 centerline of Project NO. STPBH-7280(600) station 67+09.42; thence N66°40'46"E along the required right-of-way line for a distance of 133.82 feet to a point 125.00 feet left of said centerline station 68+50.00; thence S79°47'28"E for a distance of 91.70 feet to a point 85.00 feet left of said centerline station 69+40.00; thence N65°12'43"E for a distance of 100.50 feet to the point of intersection with the Grantor's eastern property line; thence south along the Grantor's eastern property line for a distance of 77.74 feet to the point of beginning. Containing 0.55 acre, more or less.

TEMP. CONSTRUCTION EASEMENT NO.1: A temporary easement, necessary for construction, more fully described as follows: Beginning at a point 71.54 feet left of the CR 52 centerline of Project No. STPBH-7280(600) station 57+35.00; thence N09°57'48"E for a distance of 6.46 feet to a point 78.00 feet left of said centerline station 57+35.00; thence S80°02'12"E for a distance of 21.00 feet to a point 78.00 feet left of said centerline station 57+56.00; thence S09°57'48"W for a distance of 6.02 feet to the point of intersection with the required right-of-way line 71.98 feet left of said centerline station 57+56.00; thence N81°14'15"W along the required right-of-way line for a distance of 21.00 feet to the point of beginning.

TEMP. CONSTRUCTION EASEMENT NO.2: A temporary easement, necessary for construction, more fully described as follows: Beginning at a point 89.17 feet left of the CR 52 centerline of Project No. STPBH-7280(600) station 69+75.00; thence N0°21'55"W for a distance of 202.35 feet to a point 280.00 feet left of said centerline station 70+52.00; thence S88°18'48"E for a distance of 61.63 feet to the point of intersection with the Grantor's eastern property line; thence south along said property line for a distance of 171.70 feet to the point of intersection with the required right-of-way line of CR 52; thence S65°14'02"W along the required right-of-way line for a distance of 68.86 feet to the point of beginning.

Both easements containing 0.28 acre, more or less.

Upon completion of said project, all right, title and interest to said temporary easement shall cease and the grantee hereby relinquishes same.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR OR HIS SPOUSE.

Wesley M. Ellison

TO HAVE AND TO HOLD, unto Shelby County, 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 Shelby County 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 in full compensation to them (him-her) for this conveyance, and hereby release Shelby County 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 24th day of February, 20 04.

Wayne M. Ellison L.S.
Wayne M. Ellison

Edna L. Ellison L.S.
Edna L. Ellison

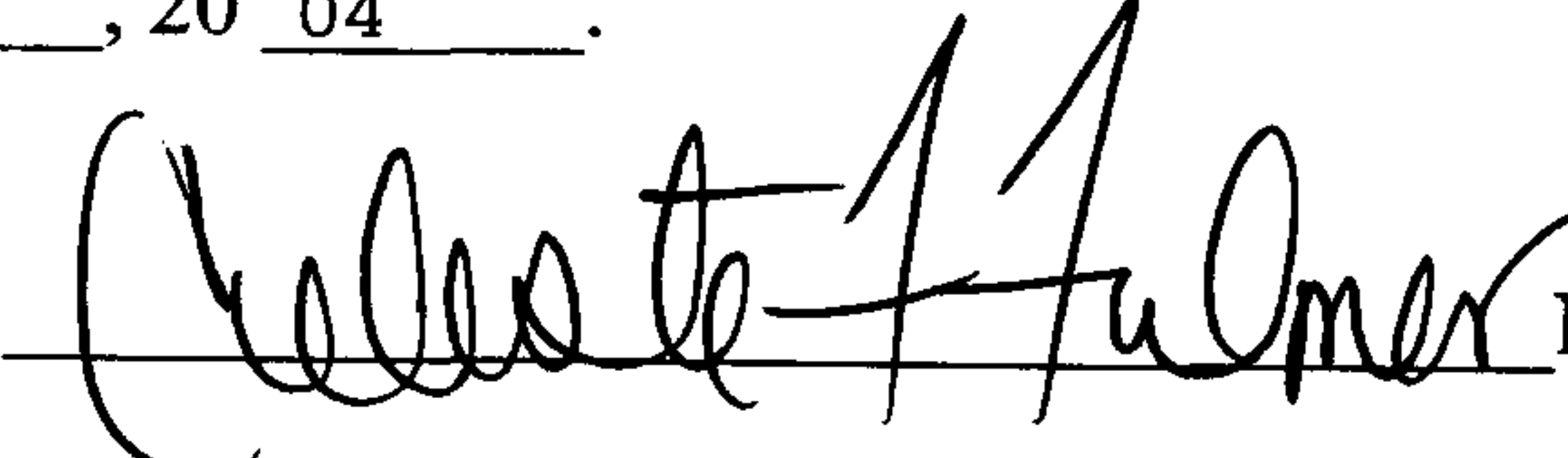
ACKNOWLEDGEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, A Notary Public, in and for said
County and State, hereby certify that
Wayne M. Ellison and Edna L. Ellison, 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 24th day
of February, 20 04.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/06/04

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: _____