

FORM ROW-4

THIS INSTRUMENT PREPARED BY:  
SHELBY COUNTY HIGHWAY DEPT.  
506 HIGHWAY 70  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA )

COUNTY OF SHELBY )

TRACT NO. 15

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum  
00/100 (\$64,000.00)  
of SIXTY FOUR 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)

FLOSSIE MOTES, an unmarried woman

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. STPBH-7132(003) 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 SW $\frac{1}{4}$ , Section 19, Township 20 South, Range 2  
West identified as Tract No. 15 on Project No. STPBH-7132(003), Shelby  
County, Alabama and being more fully described as follows;

PARCEL NO.1: 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  
147.76 feet to the point of intersection with the present northern right-of-  
way line of CR 52; thence S80°45'57"E for a distance of 440.43 feet to  
the point of intersection with the western property line of the Grantor's  
Parcel No.1 being the point of beginning of the property herein to be  
conveyed; thence N0°36'38"W along said property line for a distance of  
43.25 feet to the point of intersection with the required right-of-way line  
71.00 feet left of the CR 52 centerline of Project No. STPBH-7132(003)  
station 60+60.27; thence S78°36'16"E along the required right-of-way  
line for a distance of 39.74 feet to a point 70.00 feet left of said centerline  
station 61+00.00; thence S68°43'36"E for a distance of 43.53 feet to the  
point of intersection with the eastern property line of Parcel No.1; thence  
S0°36'38"E along said property line for a distance of 32.29 feet to the  
point of intersection with the present northern right-of-way line; thence  
N80°55'41"W along the present right-of-way line for a distance of 80.41  
feet to the point of beginning. Containing 0.07 acre, more or less.

PARCEL NO.2: 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  
147.76 feet to the point of intersection with the present northern right-of-

Walter, Edie

way line of CR 52; thence S80°49'23"E for a distance of 680.10 feet to the point of intersection with the western property line of Grantor's property line, Parcel No. 2 being the point of beginning of the property herein to be conveyed; thence N0°36'38"W along said property line for a distance of 29.38 feet to the point of intersection with the required right-of-way line 60.46 feet left of the CR 52 centerline of Project No. STPBH-7132(003) station 63+04.28; thence S81°31'29"E for a distance of 77.49 feet to a point 60.00 feet left of said centerline station 63+80.00; thence N89°50'25"E for a distance of 105.24 feet to the point of intersection with the eastern property line of Parcel No.2; thence S02°06'37"E for a distance of 35.56 feet along said property line to the point of intersection with the northern present right-of-way line of CR 52; thence N84°36'00"W along said present right-of-way line for a distance of 183.70 feet to the point of beginning. Containing 0.13 acre, more or less.

ALSO: A temporary easement, necessary for construction, being more fully described as follows: Beginning at a point 60.00 feet left of the CR 52 centerline of Project No. STPBH-7132(003) station 63+84.00; thence N06°08'30"E for a distance of 15.00 feet to a point 75.00 feet left of said centerline station 63+84.00; thence S84°25'53"E for a distance of 27.50 feet to a point 75.00 feet left of said centerline station 64+13.00; thence S04°59'45"W for a distance 12.10 feet to a point 61.00 feet left of said centerline station 64+13.00 being the point of intersection with the required right-of-way line; thence S89°35'50"W along the required right-of-way line for a distance of 27.92 feet to the point of beginning. Containing 0.01 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.

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 in 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

19 day of March, 20 04.

Flossie Motes by Earl Motes L.S.  
Flossie Motes by Earl Motes, Attorney  
in Fact under Power of Attorney recorded  
as Instrument #20040217000080990 in  
the Probate Office of Shelby County, Alabama

\_\_\_\_\_  
L.S.

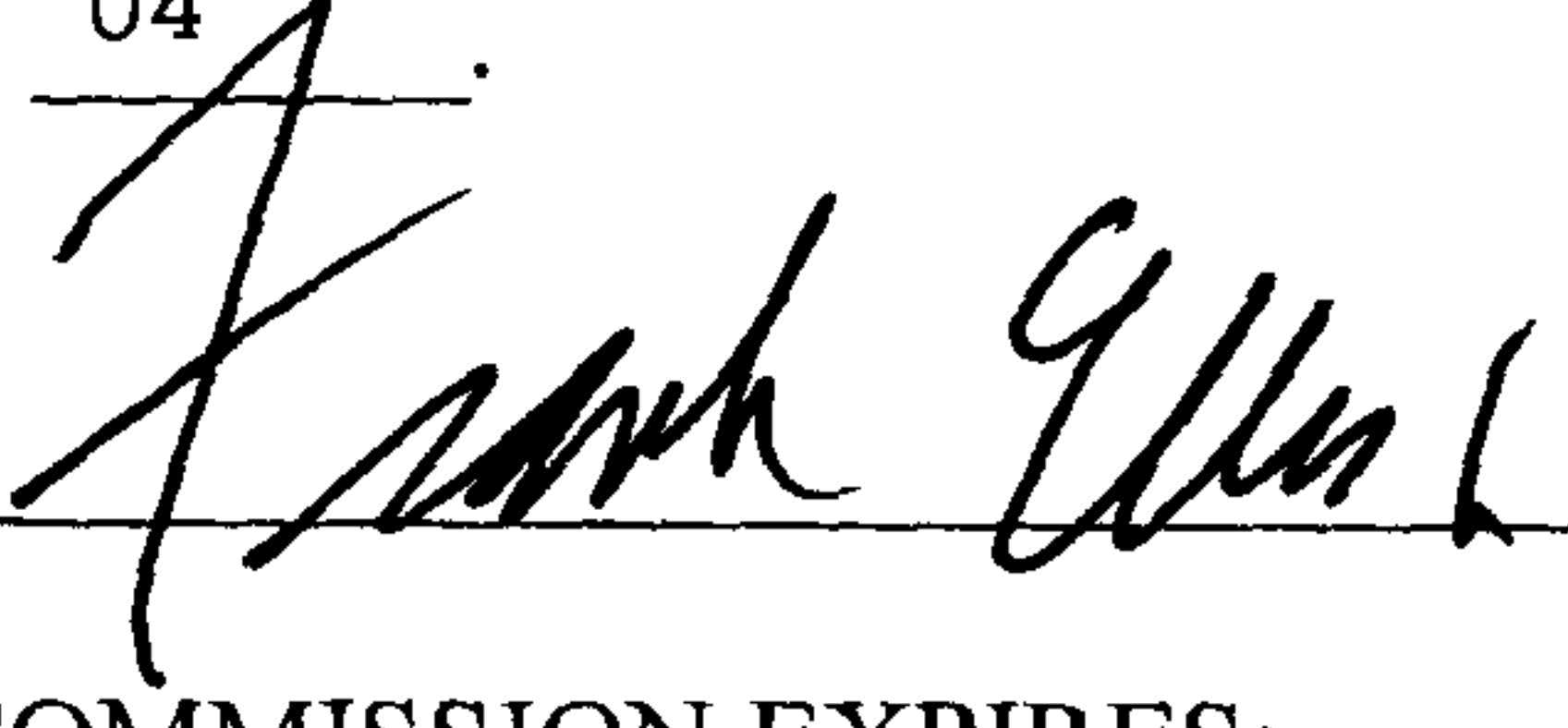
ACKNOWLEDGEMENT

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, A Notary Public, in and for said  
County and State, hereby certify that Earl Motes as Attorney in Fact for Flossie Motes  
, 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, in his capacity as Attorney in Fact.

Given under my hand and official seal this 19 day  
of March, 20 04.

 NOTARY PUBLIC  
MY COMMISSION EXPIRES: 9-9-06

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: \_\_\_\_\_