

FORM ROW-4

THIS INSTRUMENT PREPARED BY:

STATE OF ALABAMA )

COUNTY OF SHELBY )

TRACT NO. 7

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of One and no/100 dollars, cash in hand paid to the undersigned Shelby County, the receipt of which is hereby acknowledged, we (I) undersigned grantor(s) City of Pelham

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-7132(003) of record with the Shelby County Public Works Department 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 SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 19, Township 20 South, Range 2 West identified as Tract No. 7 on Project No. STPBH-7132(003), Shelby County, Alabama and being more fully described as follows;

Commencing at the northwest corner of said SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ; thence easterly along the north line of said SE $\frac{1}{4}$  of SW $\frac{1}{4}$  a distance of 407.31 feet, more or less, to a point on the existing Right-of-Way line being southerly of the centerline of project STPBH-7132(003); thence easterly along the said existing Right-of-Way line for a distance of 157.50 feet, more or less, to the point of intersection of the existing Right-of-Way line easterly of Applegate Circle, being the point of beginning of the property herein to be conveyed; thence southerly along the said existing Right-of-Way line easterly of Applegate Circle a distance of 42.99 feet, more or less; thence southerly along the said existing Right-of-Way line easterly of Applegate Circle a distance of 15.30 feet, more or less, to a point 98 feet, more or less, southerly of and at a right angle to said centerline at station 61+87.20; thence northerly and easterly along a line to point 53 feet, more or less, southerly of and at a right angle to said centerline at station 62+21.96 for a distance of 56.75 feet, more or less; thence easterly along a line to a point 58 feet, more or less, southerly of and at a right angle to said centerline at station 63+75 for a distance of 157.48 feet, more or less; thence southerly and easterly along a line to a point 87 feet, more or less, southerly of and at a right angle to said centerline at station 64+05 for a distance of 42.81 feet, more or less; thence easterly along a line to a point on the easterly existing property line 88.79 feet, more or less, southerly of

and at a right angle to said centerline a distance of 52.69 feet, more or less; thence northerly along easterly existing property line a distance of 38.70 feet, more or less; thence westerly along said existing Right-of-Way line a distance of 258.95 feet, more or less, to the point of beginning. Containing 0.10 acre, more or less.

ALSO: Two temporary easements, necessary for construction, and being more fully described as follows: Easement 1 begins at a point of beginning that is 164.63 feet, more or less, southerly of and at a right angle to centerline of said project at station 62+18.51; thence northerly and easterly along a line to a point that is 158.81 feet, more or less, southerly of and at a right angle to said centerline at station 62+25 for a distance of 8.72 feet, more or less; thence northerly along a line to a point that is 76.1 feet, more or less, southerly of and at a right angle to said centerline at station 62+04 for a distance of 85.33 feet, more or less; thence southerly and westerly along a line to a point that is 98 feet, more or less, southerly of and at a right angle to said centerline at station 61+98 for a distance of 27.49 feet, more or less; thence along said existing Right-of-Way line easterly of Applegate Circle for a distance of 74.53 feet, more or less, to the point of beginning. Containing 0.03 acre, more or less.

Easement 2 begins at a point of beginning that is 53 feet, more or less, southerly of and at a right angle to centerline of said project at station 62+21.96; thence S79°54'50"E along the required right-of-way line for a distance of 157.48 feet to a point 58 feet right of said centerline station 63+75.00; thence S42°30'12"E along the required right-of-way line to a point 68.90 feet right of said centerline station 63+87.13; thence N80°02'12"W for a distance of 178.27 feet to the point of intersection with the required right-of-way line 56 feet right of said centerline station 62+19.63; thence N47°49'52"E along said required right-of-way line for a distance of 12.93 feet to the point of beginning. Containing 0.01 acre more or less.

To have and to hold, the said easements and right of way unto Shelby County and unto its successors and assigns for a period of 3 years , or until the completion of Project No. STPBH-7132(003), whichever is later.

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

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  
25 day of August, 20 03.

Bobby Hayes, Mayor L.S.

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



ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ COUNTY )

I, \_\_\_\_\_, A Notary Public, in and for said  
County and State, hereby certify that

\_\_\_\_\_, 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,  
\_\_\_\_\_ executed the same voluntarily on the day the  
same bears date.

Given under my hand and official seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_ NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF Alabama )

COUNTY OF Shelby )

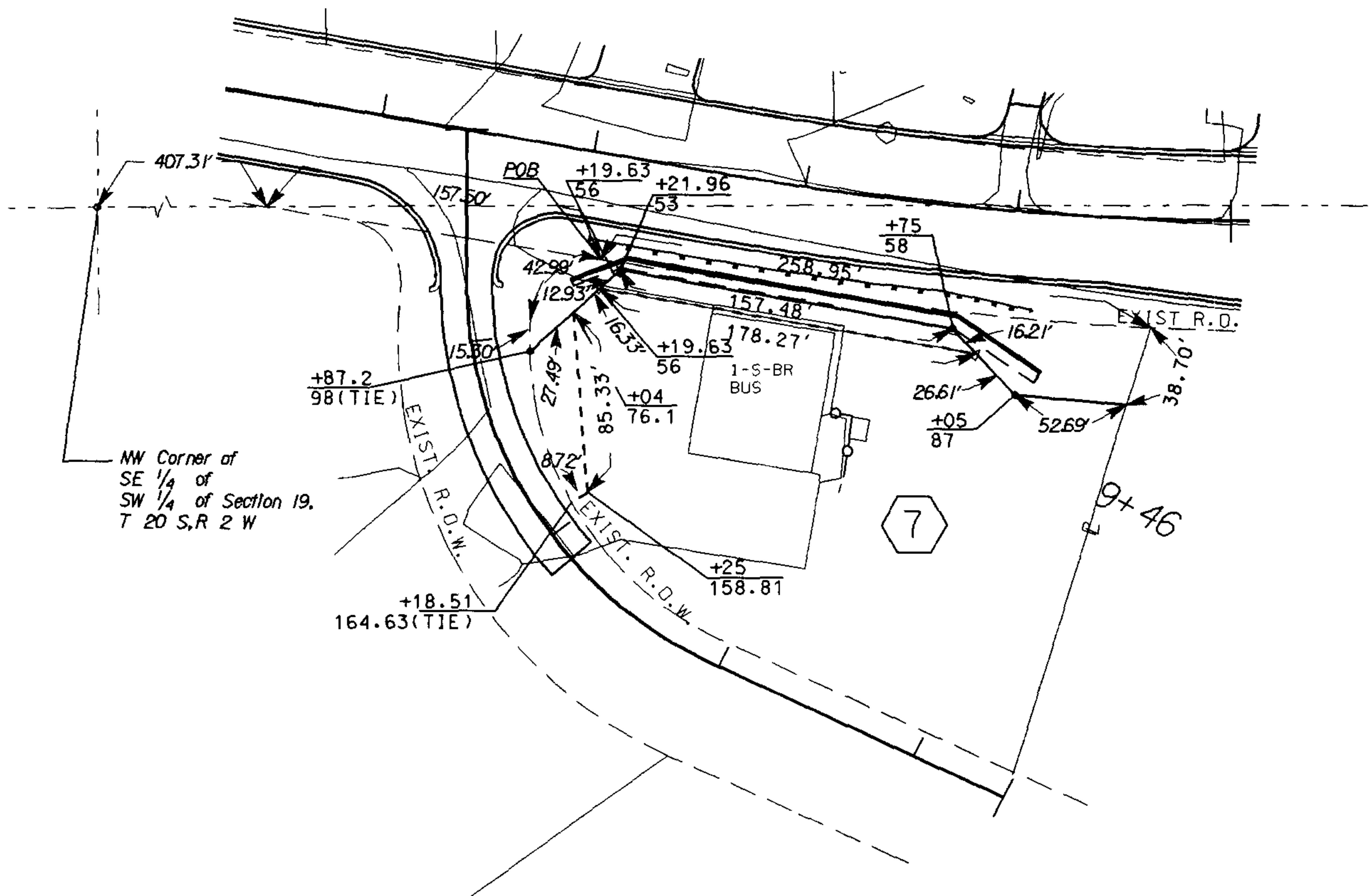
I, Scott Holladay, a Notary Public, in and for  
said County and State, hereby certify that Bobby Hayes  
whose name (s) as Mayor <sup>City of Pellam</sup> of the ~~Company~~, a

*municipal* 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, he 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 25<sup>th</sup> day of  
August, 20 03

Scott Holladay NOTARY PUBLIC

MY COMMISSION EXPIRES: March 18, 2004



Sec 19  
T20S-R2W

TRACT NUMBER 7  
OWNER: CITY  
OF PELHAM  
TOTAL ACREAGE: 1.04  
R/W REQ'D: 0.10  
REMAINDER: 0.94  
TEMP. CONST. ESMT: 0.03

ALABAMA DEPT. OF TRANSPORTATION  
PROJ. NO. STPBH-7132(003)  
COUNTY: SHELBY  
SCALE: 1" = 100'  
DATE: 2-4-03  
REVISED: