

FORM ROW-4

THIS INSTRUMENT PREPARED BY:

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 5

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum
of Fifty Four Thousand / Three Hundred Twenty Five and no/100----- (\$54,325.00)
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)
OAK MOUNTAIN BUSINESS PARK, LLC

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:

A part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 19, Township
20 South, Range 2 West identified as Tract No. 5 on Project No. STPBH-
7280(600), Shelby County, Alabama and being more fully described as
follows;

PARCEL NO.1: Commencing at the northeast corner of said SE $\frac{1}{4}$ of SW
 $\frac{1}{4}$; thence west along the north line of said Se $\frac{1}{4}$ of SW $\frac{1}{4}$ for a distance of
52.73 feet to the point of intersection with the present southern right-of-
way line of CR 52; thence S79°49'13"W along said present right-of-way
line for a distance of 318.77 feet to the point of intersection of said CR 52
present right-of-way line and the Grantor's eastern property line being the
point of beginning of the property herein to be conveyed; thence
S49°49'03"E for a distance of 61.60 feet along the chord ^{of the 40 foot} ~~for the radius of~~
the Grantor's eastern property line; thence S05°41'39"E along the
Grantor's eastern property line for a distance of 8.53 feet to a point 102.40
feet right of the CR 52 centerline of Project No. STPBH-7280(600) station
66+70.13; thence S87°32'09"W for a distance of 48.34 feet to a point
100.00 feet right of said centerline station 66+25.00; thence N53°14'31"W
for a distance of 32.87 feet to a point 78.56 feet right of said centerline
station 66+01.53; thence S81°23'17"W for a distance of 108.32 feet to a
point 92.00 feet right of said centerline station 65+00.00; thence
N84°46'07"W for a distance of 48.26 feet to a point of intersection with
the Grantor's western property line; thence N17°06'50"E along the
Grantor's western property line for a distance of 38.72 feet to the point of
intersection with the southern present right-of-way line of CR 52; thence
east along the said present right-of-way line for a distance of 174.96 feet
to the point of beginning. Containing 0.18 acre, more or less.

PARCEL NO.2: Commencing at the northeast corner of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$; thence north along the Grantor's eastern property line for a distance of 16.63 feet to the point of intersection with the present southern right-of-way line of CR 52; thence S72°08'47"W along said present right-of-way line for a distance of 43.47 feet to the point of intersection with the required right-of-way line located 57.98 feet right of the CR 52 centerline of Project No. STPBH-7280(600) station 69+51.57; thence S17°03'58"E along said required right-of-way line for a distance of 37.22 feet to a point 95 feet right of said centerline station 69+51.41; thence S73°31'34"W for a distance of 31.96 feet to a point 95 feet right of said centerline station 69+21.42; thence N15°52'53"W for a distance of 37.51 feet to the point of intersection with the present right-of-way line; thence N74°03'36"E along the present right-of-way line for a distance of 31.19 feet to the point of beginning. Containing 0.03 acre, more or less.

TEMP. CONSTRUCTION EASEMENT: A temporary easement, necessary for construction, being more fully described as follows: Beginning at a point 50.31 left of the Applegate Parkway centerline of Project No. STPBH-7280(600) station 5+75.98; thence S65°7'55"E for a distance of 10.11 feet to a point 58.97 feet left of said centerline station 5+81.20; thence S22°43'14"W for a distance of 15.01 feet to a point 51.70 feet left of said centerline 5+94.33; thence N65°7'55"W for a distance of 10.01 feet to the point of intersection with the present right-of-way line; thence N22°20'17"E along the present right-of-way line for a distance of 15.05 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 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 25th day of May, 20 04.

OAK MOUNTAIN BUSINESS PARK, LLC

W. Larry Clayton ^{Its} Manager L.S.
By: W. Larry Clayton, Managing Member

L.S.


ACKNOWLEDGMENT

STATE OF ALABAMA

SHELBY COUNTY

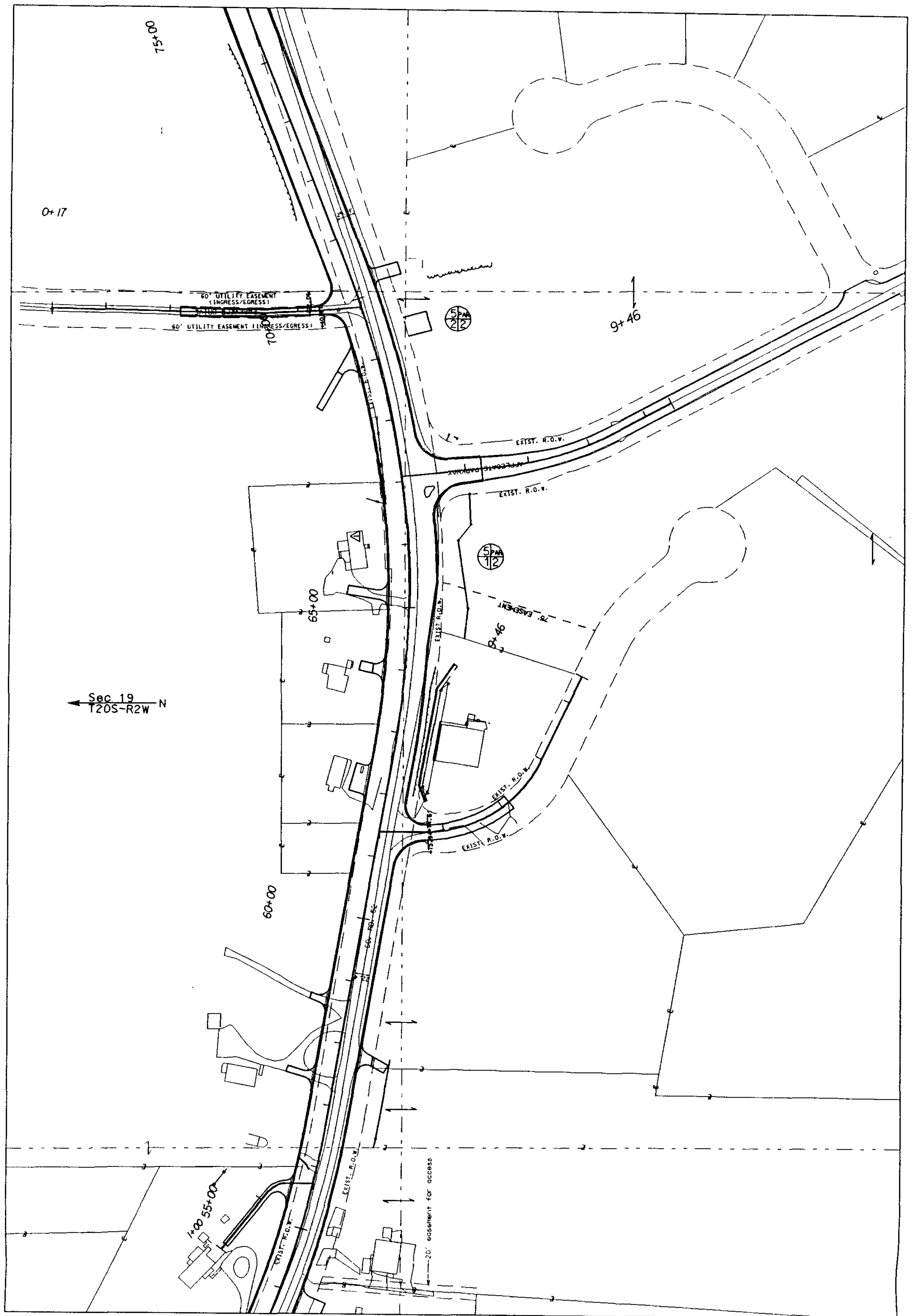
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. Larry Clayton, as managing member for Oak Mountain Business Park, LLC, a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Agent and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

Given under my hand and official seal, this the 25th day of May, 2004.



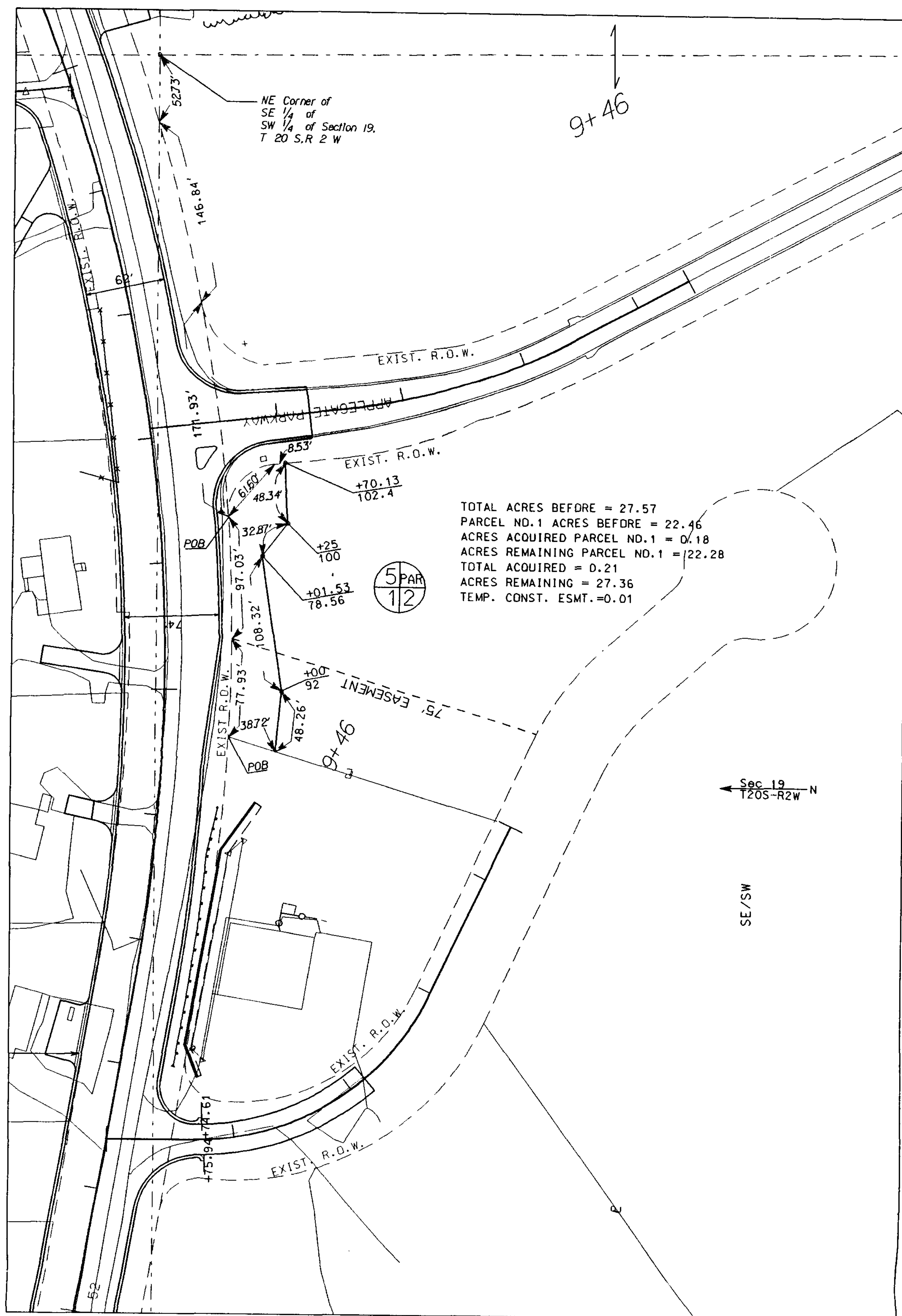
Notary Public

My Commission Expires: 10-6-04



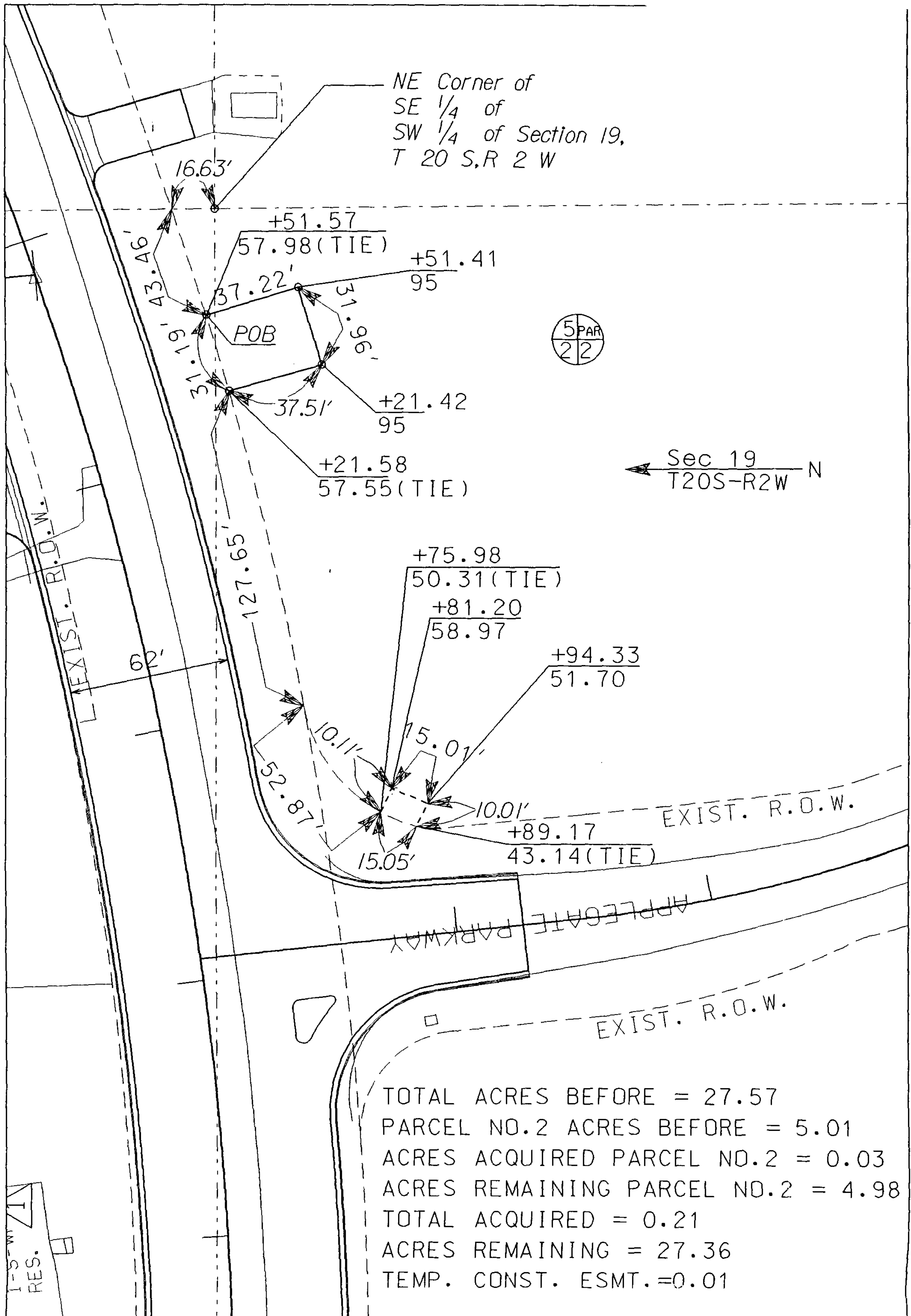
TRACT NUMBER 5
 OWNER: OAK MTN.
 BUSINESS PARK, LLC.
 TOTAL ACREAGE: 27.57
 R/W REQ'D: 0.21
 REMAINDER: 27.36
 TEMP. CONST. ESMT: 0.01

ALABAMA DEPT. OF TRANSPORTATION
 PROJ. NO. STPBH-7280(600)
 COUNTY: SHELBY
 SCALE: 1" = 200'
 DATE: 2-4-03
 REVISED: 10-15-03
 SHEET 1 of 3



TRACT NUMBER 5 AL
OWNER: OAK MTN.
BUSINESS PARK, LLC.
TOTAL ACREAGE: 27.57
R/W REQ'D: 0.21
REMAINDER: 27.36
TEMP. CONST. ESMT: 0.01

ALABAMA DEPT. OF TRANSPORTATION
PROJ. NO. STPBH-7280(600)
COUNTY: SHELBY
SCALE: 1" = 100'
DATE: 2-4-03
REVISED: 10-15-03
01 SHEET 2 of 3



TRACT NUMBER 5
OWNER: OAK MTN.
BUSINESS PARK, LLC.
TOTAL ACREAGE: 27.57
R/W REQ'D: 0.21
REMAINDER: 27.36
TEMP. CONST. ESMT: 0.01

ALABAMA DEPT. OF TRANSPORTATION
PROJ. NO. STPBH-7280(600)
COUNTY: SHELBY
SCALE: 1" = 50'
DATE: 2-4-03
REVISED: 10-15-03
SHEET 3 of 3