

FORM ROW-4

THIS INSTRUMENT PREPARED BY:

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 23

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Sixteen Thousand/ ^{Five Hundred and no/100-----} (\$16,500.00) 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)

KENNETH M. GRAVES, ^{HE} ~~is~~ MARRIED man

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 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 SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 19, Township 20 South, Range 2 West identified as Tract No. 23 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 SE $\frac{1}{4}$; thence east and easterly along the north line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 414.88 feet to the point of intersection with the present eastern right-of-way line of CR 11; thence S37°05'05"W along said present right-of-way line for a distance of 154.19 feet to the point of intersection with the Grantor's eastern property line being the point of beginning of the property herein to be conveyed; thence S73°31'25"E along said property line for a distance of 38.80 feet to the point of intersection with required right-of-way line 75.30 feet right of the CR 11 centerline of Project No. STPBH-7132(003) station 18+83.90; thence S38°47'48"W along the required right-of-way line for a distance of 183.98 feet to a point 70.00 feet right of said centerline station 18+00.00; thence S32°51'19"W for a distance of 17.94 feet to the point of intersection with the Grantor's western property line 71.34 feet right of said centerline station 16+82.11; thence N28°04'57"W along a chord of said property line having radius of 85.00 feet for a distance 35.42 feet to the point of intersection with the present right-of-way line of CR 11; thence N37°05'04"E along said present right-of-way line for a distance of 173.25 feet to the point of beginning. Containing 0.13 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.~~ *ACE* *10/1*

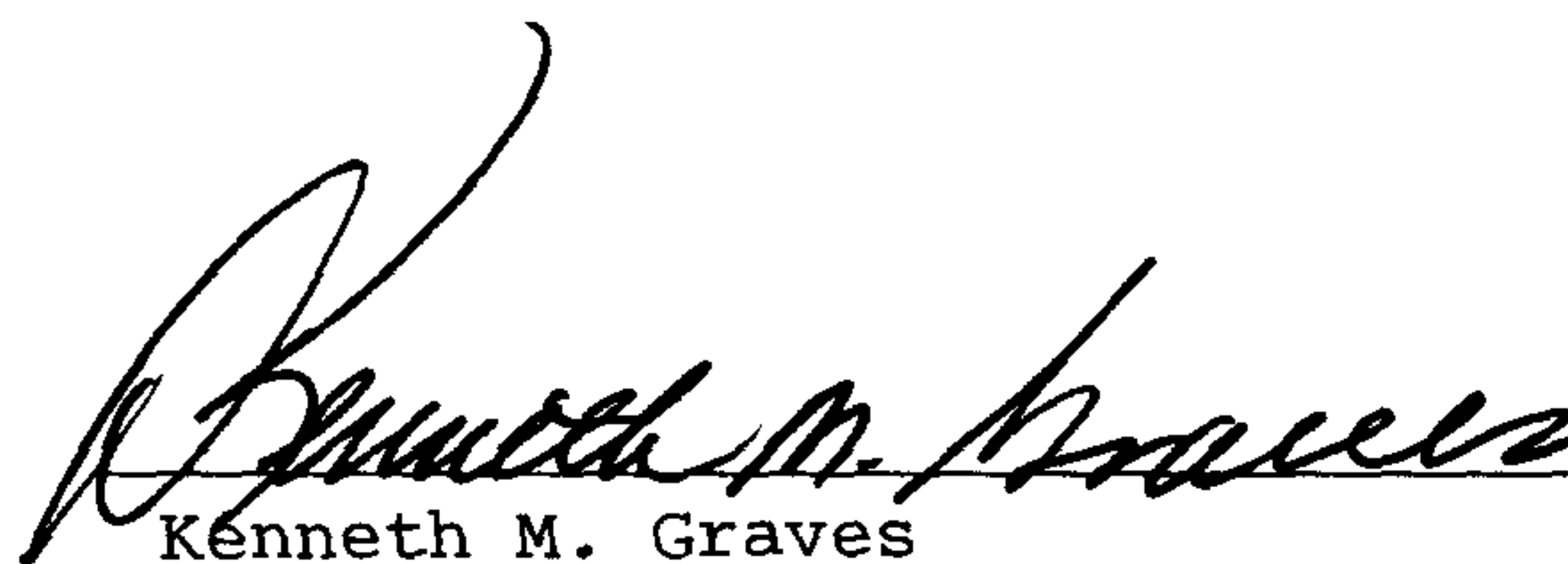
This property constitutes no part of the homestead of the grantor or his respective spouse.

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
29th day of September, 20 04.


Kenneth M. Graves L.S.

L.S.

ACKNOWLEDGEMENT

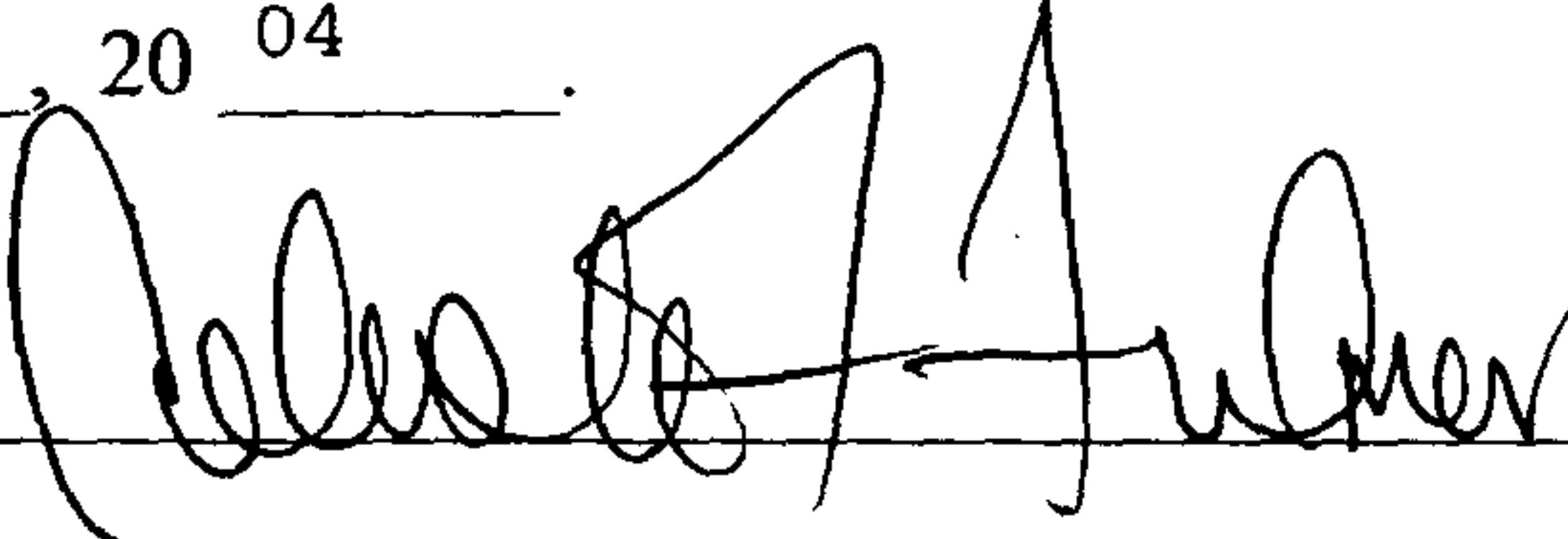
STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that

Kenneth M. Graves, 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.

Given under my hand and official seal this 29th day of September, 20 04.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/6/04

ACKNOWLEDGEMENT FOR CORPORATION

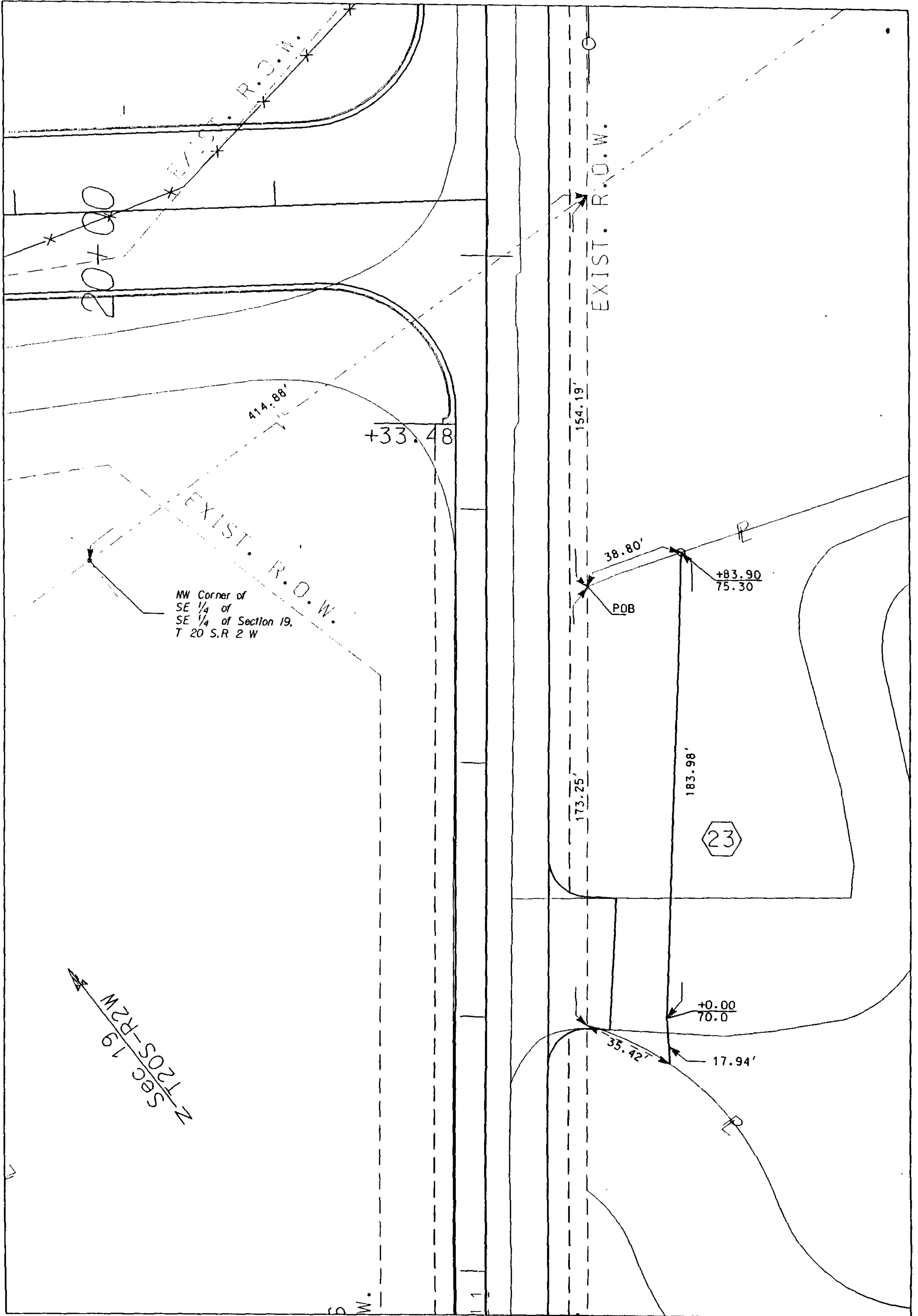
STATE OF _____)

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: _____



TRACT NUMBER 23
OWNER: MAINLINE
HEATING & AIR
CONDITIONING, INC. (KENNETH
GRAVES)
TOTAL ACREAGE: 3.44
R/W REQ'D: 0.13
REMAINDER: 3.31
TEMP. CONST. ESMT: 0.00

ALABAMA DEPT. OF TRANSPORTATION
PROJ. NO. STPBH-7132(003)
COUNTY: SHELBY
SCALE: 1" = 50'
DATE: 2-4-03
REVISED: