


This instrument was prepared by:
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420 North 20th Street, Suite 3100
Birmingham, Alabama 35203


20051102000570770 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
11/02/2005 03:10:40PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor, **STATE OF ALABAMA, ALABAMA DEPARTMENT OF TRANSPORTATION** (f/k/a State of Alabama Highway Department) ("Grantor"), in hand paid by **INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CALERA** ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee all of its right, title and interest in and to that certain real estate (the "Property") situated in Shelby County, Alabama, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by reference.

Subject, however, to the permitted exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

If Grantor determines that the property labeled "AREA RETAINED FOR RIGHT OF WAY AND EXCLUDED FROM THIS CONVEYANCE" on the plat attached hereto as Exhibit "C" (the "Right of Way Property") is not needed for right of way purposes and it wishes to dispose of it, Grantor agrees that the Right of Way Property will first be offered for sale to Grantee, or its successors and assigns as owners of the Property that adjoins the Right of Way Property, at its current value, subject to governing laws, regulations and procedures at the time of disposal. Grantor may, however, transfer title or relinquish its rights to the Right of Way Property to other governing bodies of the State of Alabama for the sole purpose of constructing and/or maintaining a highway facility for continued public use.

This conveyance is also subject to Section 9-15-82 of the *Code of Alabama 1975*. The Property shall not be resold, leased or otherwise transferred in whole or in part to any private person, firm or corporation without compliance with the provisions of the above law. If the Property is proposed to be sold within five (5) years from the date in which it was acquired by Grantee pursuant to this deed, the State of Alabama shall have the right to re-purchase the property at the original sales price paid by the Grantee, with proper notice being given to the Lands Division of the Department of Conservation and Natural Resources at least thirty (30) days before the closing of the transaction.

Grantor covenants that Grantor is lawfully seized in fee simple of the Property conveyed and has good right to sell and convey the same as aforesaid; and that Grantor will so warrant and defend

the same to Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor.

TO HAVE AND TO HOLD such property unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantors have executed this deed on this 1st day of November, 2005.

GRANTOR:

STATE OF ALABAMA HIGHWAY
DEPARTMENT

By: [Signature]
D.J. McInnes
Director, Alabama Department of
Transportation

By: [Signature]
Bob Riley
Governor of the State of Alabama

ATTEST:

By: [Signature]
Nancy Worley
Secretary of State of
the State of Alabama

APPROVED AS TO LEGAL FORM:

[Signature]
Jim R. Ippolito, Jr.
Legal Counsel

STATE OF ALABAMA)
COUNTY OF Montgomery)

I, Rebecca Brennan, a Notary Public in and for said County in said State, hereby certify that D.J. MCINNES, whose name as Transportation Director of THE STATE OF ALABAMA, ALABAMA DEPARTMENT OF TRANSPORTATION is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such director and with full authority, executed the same voluntarily for and as the act of said Department of Transportation.

Given under my hand and seal, this 18 day of Oct, 2005.

[Signature]
NOTARY PUBLIC

[SEAL]

My Commission Expires: 8/2/09

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STATE OF ALABAMA)

COUNTY OF Montgomery)

I, Kathy Faulk, a Notary Public in and for said County in said State, hereby certify that BOB RILEY, whose name as Governor of the State of Alabama is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as the Governor and with full authority, executed the same voluntarily for and as the act of the State of Alabama.

Given under my hand and seal, this 22nd day of October, 2005.

Kathy Faulk
NOTARY PUBLIC

[SEAL]

My Commission Expires: 10/23/06

CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

20051102000570770 4/7 \$30.00
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TO: Honorable Bob Riley, Governor of the State of Alabama:

I, D. J. McInnes, Director of the Alabama Department of Transportation, do hereby certify that the Alabama Department of Transportation, acting by and through the powers vested in it by law, has obtained and negotiated with the Industrial Development Board of the City of Calera in the Statutory Warranty Deed hereto attached, for the release of certain lands by the State of Alabama, which lands are located in Shelby County, Alabama, and which said lands are better described in said Statutory Warranty Deed, and do further certify that all requirements of law with respect to such sale have been complied with.

This the 18th day of Oct. 2005.



D. J. McINNES
TRANSPORTATION DIRECTOR

EXHIBIT "A"
TO STATUTORY WARRANTY DEED

Property Description

A parcel of land situated in Section 4, Township 22 South, Range 2 West, being more particularly described as follows:

Beginning at an iron pin located at the NE Corner of the NE 1/4 of the SE 1/4, Sec. 4, T-22-S, R-2-W, said point being the POINT of BEGINNING of the property being conveyed, thence S 0° 0' 1" W and along the east line of said 1/4 1/4 a distance of 367.37 feet, more or less, to a found open top iron; thence S 88° 30' 50" W and along a line a distance of 1350.08 feet, more or less; thence N 5° 51' 0" E and along a line a distance of 91.93 feet, more or less, to a point; thence N 7° 1' 28" E and continuing along said line a distance of 451.28 feet more or less, to a point on the south R/W line of a Dirt Road with a R/W of unknown width thence S 89° 28' 10" E and along said R/W a distance of 666.23 feet, more or less, to a point; thence S 88° 25' 30" E and continuing along said R/W line a distance of 619.11 feet, more or less, to a set iron pin on the 1/4 1/4 line of Section 4; thence S 0° 0' 0" W and along said 1/4 1/4 line a distance of 113.74 feet, more or less, to the point and place of Beginning.

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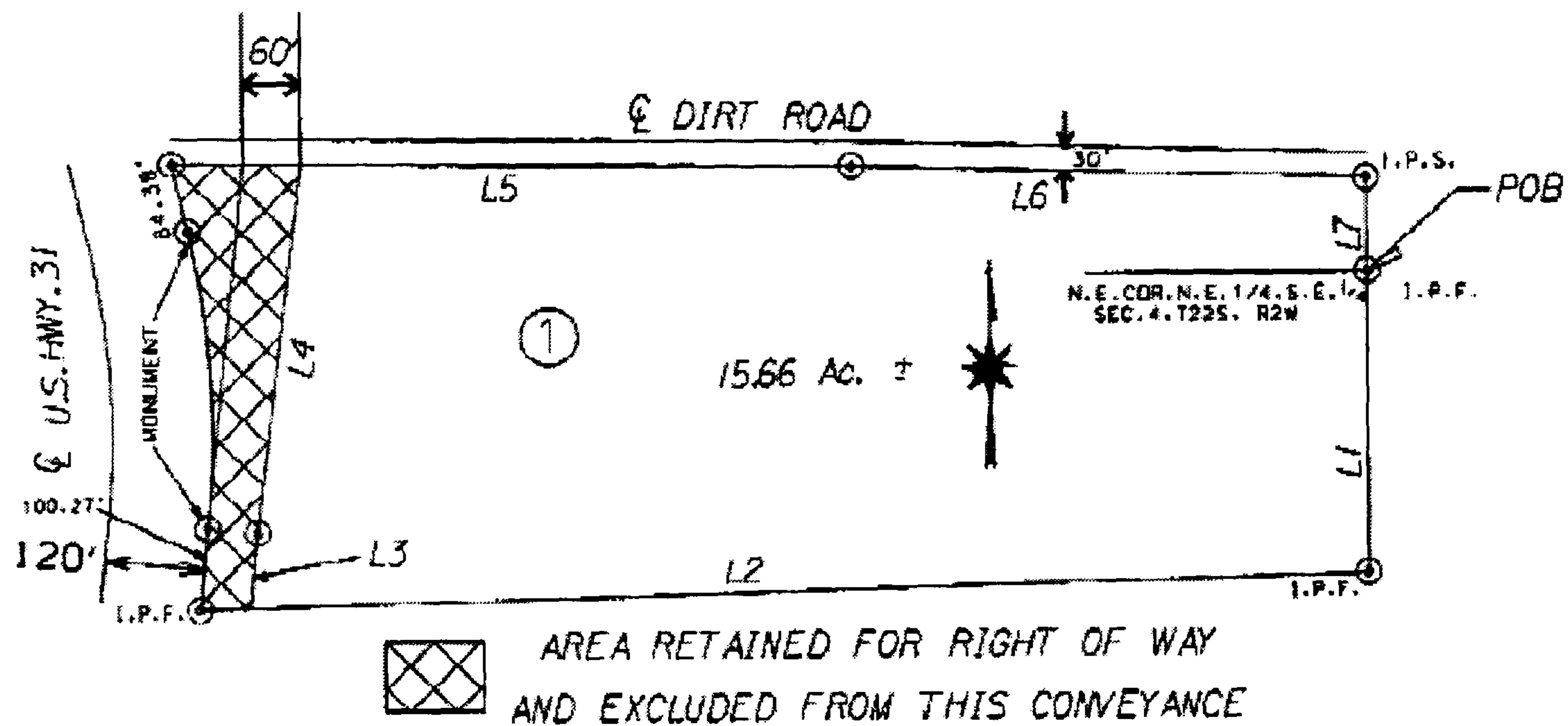
EXHIBIT "B"
TO STATUTORY WARRANTY DEED

Permitted Exceptions

1. Ad valorem taxes due October 1, 2006, and ad valorem taxes for all subsequent years which are not yet due and payable.
2. All covenants, conditions, easements and restrictions of record.
3. Right of way for public road as recorded in Book 286, Page 338.
4. Right of way granted to the State of Alabama recorded in Book 198, Page 63.
5. Right of way granted to Shelby County, recorded in Deed Book 49, Page 274.
6. Mineral and mining rights not owned by Grantor.

EXHIBIT C
Right of Way Property

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TRACT 1, PAR 1 OF 1 AREA = 15.66 ac. (682149.60 sqft)				
	COURSE	BEARING	DISTANCE	RADIUS
✱	L1	S0° 0' 1" W	367.37	
	L2	S88° 30' 50" W	1350.08	
	L3	N5° 51' 0" E	91.93	
	L4	N7° 1' 28" E	451.28	
	L5	S89° 28' 10" E	666.23	
✱	L6	S88° 25' 30" E	619.11	
✱	L7	S0° 0' 0" W	113.74	

✱ DISTANCES TAKEN FROM A BOUNDARY SURVEY BY
GOSS ENGINEERING DATED 2-18-74.