

THIS INSTRUMENT PREPARED BY

VALUE: \$5.00

STATE OF ALABAMA

)



20111222000388750 1/5 \$24.50
Shelby Cnty Judge of Probate, AL
12/22/2011 04:06:32 PM FILED/CERT

COUNTY OF SHELBY

)

TRACT NO. 5

RIGHT OF WAY DEED FOR PUBLIC ROAD

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ONE AND 00/100 dollar(s) (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, as I (we), the undersigned grantor(s), WEATHERLY COMMERCIAL CENTER LLC have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama a permanent easement and right of way including all right, title and interest in and to all timber growing or at any time located within the right of way and easement limits, upon the land hereinafter described, together with the right to locate or relocate utilities, and to enter upon such described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across such right of way easement situated and lying in the County of SHELBY, State of Alabama and more particularly described as follows:

A parcel of land as shown on the right of way map of Project Number BR-7118(601) 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:

Parcel 5:

A part of Section 30, T-20-S, R-2-W identified as Tract No. 5 of Project BR-7118(601) in Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, T-20-S, R-2-W and run North along West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 880 feet, more or less, to the southwesterly right-of-way of CSX Railroad (formerly known as Atlantic Coast Line Railroad); thence run southeasterly along southwesterly right-of-way for a distance of 920 feet, more or less, to the intersection with the northwesterly right-of-way of Shelby County Highway No. 11; thence run southwesterly along said road right-of-

way for a distance of 594 feet, more or less, to a point at the intersection with South line of NW ¼ of the SW ¼ of Section 30, said point being 38.31 feet left of construction centerline station 106+11.56 according to Project Number BR – 7118 () and Point of Beginning;


Thence run in a westerly direction along the South line of ¼ - ¼ section a distance of 16.95 feet to a point on a curve to the left having a radius of 2241.70 feet, delta angle of 07°31'27" and a chord of 294.17 feet, said point being 50.00 feet left of construction centerline station 05+99.05; thence deflect right 132°46'37" to the chord of said curve and run northeasterly along the arc of said curve a distance of 294.38 feet to a point being 50.00 feet left of construction centerline station 109+00.00; thence deflect right 86°14'17" from the chord of said curve and run in a southeasterly direction a distance of 12.12 feet to a point on the northwesterly right-of-way of Shelby County Highway No. 11, said point being on a curve to the right having a radius of 2251.70 feet, delta angle of 07°13'03" and a chord of 283.45 feet, said point being 37.88 feet left of station 109+00.00; thence deflect right 93°41'30" to the chord and run southwesterly along the arc of said curve and right-of-way a distance of 283.64 feet to the point of beginning, and containing 3,440 Square Feet or 0.08 Acre, more or less.

To have and to hold the said temporary construction easement unto the State of Alabama and unto its successors and assigns for a period of three (3) years, or until the completion of Project Number BR-7118(601), whichever is later.

And the said grantor(s) hereby covenant(s) with the State of Alabama that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the purchase price, above stated, I (we) hereby release the state of Alabama, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress to and egress from, grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.


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In witness whereof I (we) have hereunto set my (our) hand(s) and seal(s) this the

6 day of July, 20 11.

James L. Thompson (LS)

____ (LS)



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ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name (s) _____, signed to the foregoing conveyance, and who _____ 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 _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

SHELBY County

I, THOMAS G. GRIMES, a NOTARY PUBLIC STATE AT-LARGE in and for said County, in said State, hereby certify that JAMES R. THOMPSON whose name as PRESIDENT / CEO / MANAGING PARTNER of the WATERBURY COMMERCIAL CENTER LLC Company, a corporation, 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 this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 6TH day of JULY, A.D. 20 11.

Official Title NOTARY PUBLIC

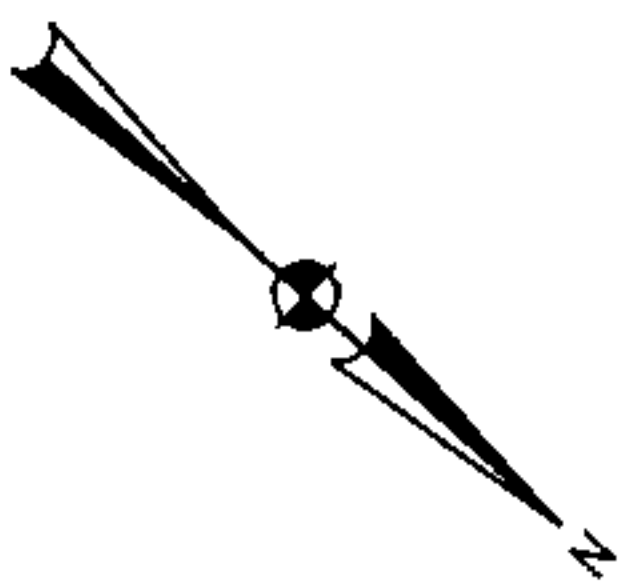
My Commission Expires 03-18-2012



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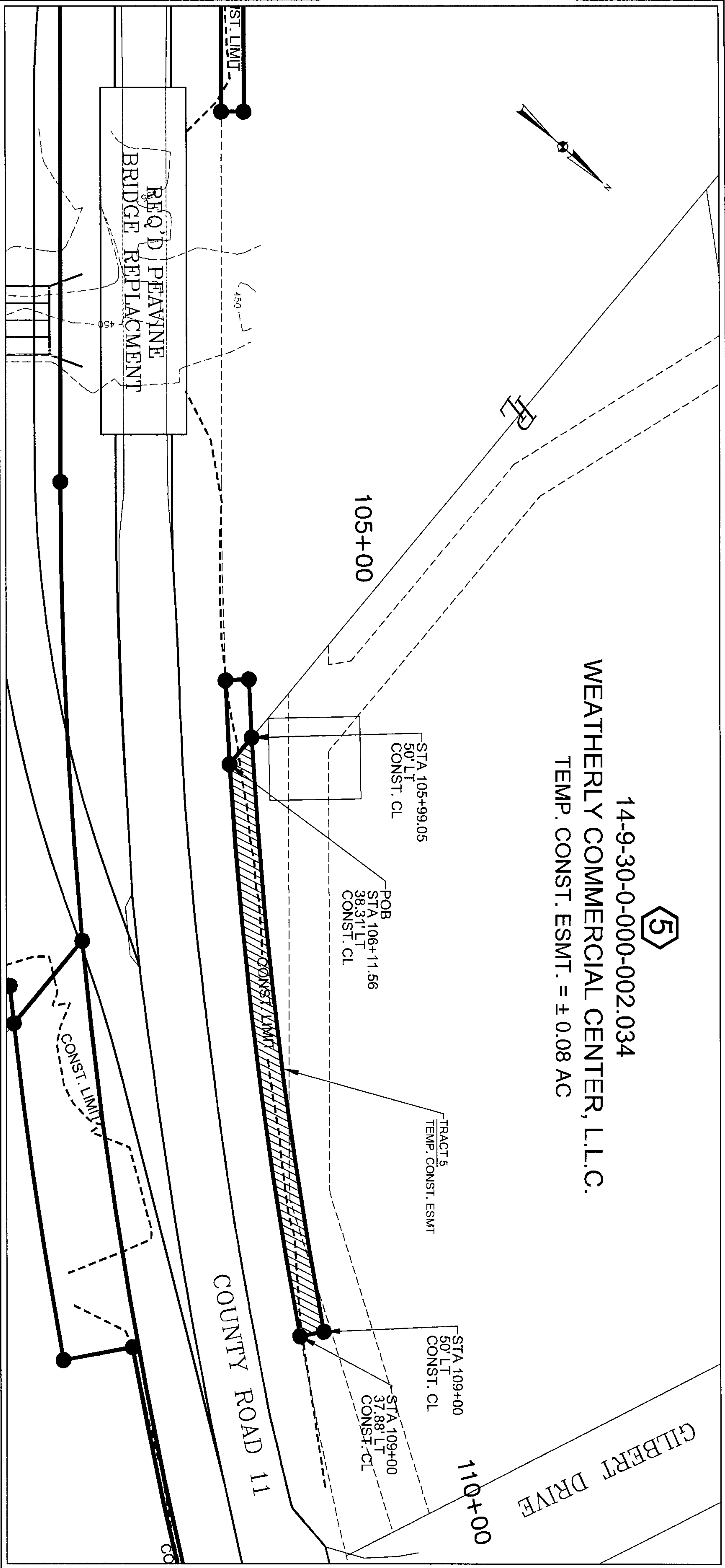


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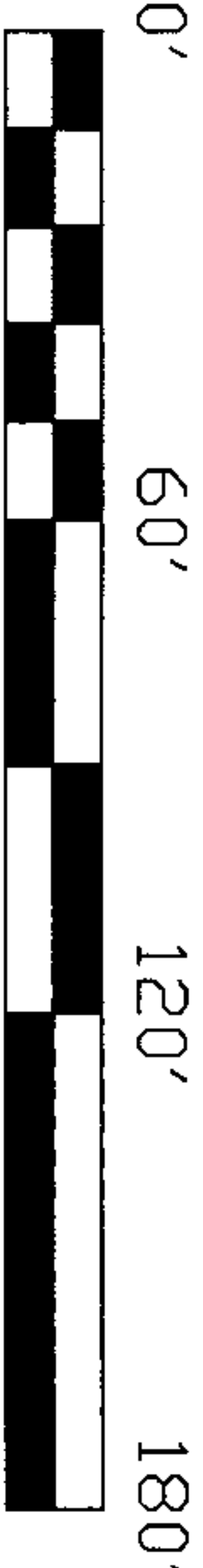
WEATHERLY COMMERCIAL CENTER, L.L.C.

TEMP. CONST. ESMT. = ± 0.08 AC



TRACT NO. 5

SCALE 1"=60'



SHELBY COUNTY HIGHWAY DEPARTMENT

COUNTY ROAD 11 BRIDGE REPLACEMENT

CROSSING PEAVINE CREEK

TRACT NUMBER	OWNER	TEMPORARY CONST. EASEMENT (TCE)	
		ACRES	SQUARE FEET
5	WEATHERLY COMMERCIAL CENTER, L.L.C.	± 0.08 AC	3,440 ft ²