

ROW-6A

## DEED FOR TEMPORARY EASEMENT

STATE OF ALABAMA)  
SHELBY COUNTY)

TRACT NO. 43-A

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of the sum of Two Hundred & no/100 Dollars cash in hand paid, receipt whereof is hereby acknowledged, we (I), the undersigned grantor(s) MAFUS R. BIRD, a single man, have (has) this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the State of Alabama a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the boundaries of a tract or parcel of my (~~own~~) land situated in the County of Shelby, State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: and as shown on the right-of-way map of Project No. F-248(17) as recorded in the Office of the Judge of Probate of Shelby County, Alabama:

A temporary easement to a strip of land necessary for drainage and being more fully described as follows: Beginning at a point that is 160 feet northeasterly of and at right angles to the centerline of Project No. F-248(17) at Station 1134+66; thence S 54° 09' 45" E, parallel with the centerline of said project a distance of 50 feet; thence southerly along a line a distance of 115 feet, more or less, to a point on the present northeast right-of-way line of U.S. Highway No. 280 that is northeasterly of and at right angles to the centerline of said project at Station 1135+75; thence northwesterly along said present northeast right-of-way line a distance of 50 feet, more or less, to a point that is northeasterly of and at right angles to the centerline of said project at Station 1135+25; thence northerly along a line a distance of 115 feet, more or less, to the point of beginning.

Said strip of land lying in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 33, T-19-S, R-2-E and containing 0.12 acre, more or less.

To have and to hold the said easement and right of way unto the State of Alabama and unto its successors and assigns for a period of 2 years, or until the completion of Project No. F-248(17) whichever is later.

And the said grantor(s) hereby covenant(s) with the State of Alabama that we (I) are (am) lawfully seized and possessed of the afore-described tract or parcel of land; that we (I) have a good and lawful right to 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 price above stated, we (I) 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 and egress, to 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.

In witness whereof we(I) have hereunto set our (my) hand(s) and seal(s) this the 17<sup>th</sup> day of February, 19 83.

Malcolm R. Bird (LS)  
\_\_\_\_\_  
(LS)  
\_\_\_\_\_  
(LS)

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ACKNOWLEDGMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for  
said County and State, hereby certify that Mafus R. Bird,  
whose name(s) is (are(is) signed to the foregoing conveyance \_\_\_\_\_  
easement  
Deed for Temporary and who is 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 the 17th day of  
February, 19 83.

NOTARY PUBLIC

My Commission  
Expires 11-25-83

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)

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

I, \_\_\_\_\_, a Notary Public in and for  
said County and said State, hereby certify that \_\_\_\_\_  
whose name(s) as \_\_\_\_\_ of the \_\_\_\_\_  
\_\_\_\_\_, 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 the conveyance, he (they) as such  
official(s) and with full authority, executed the same voluntarily for and  
as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 19 \_\_\_\_\_.

NOTARY PUBLIC

My Commission  
Expires \_\_\_\_\_:

to  
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of \_\_\_\_\_

I, \_\_\_\_\_

Judge of Probate in and for said

State and County, hereby certify

that the within conveyance was

filed in my office at \_\_\_\_\_

o'clock \_\_\_\_\_ M., on the \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_, and

duly recorded in Deed Record \_\_\_\_\_

page \_\_\_\_\_.

Dated \_\_\_\_\_ day of \_\_\_\_\_

19 \_\_\_\_\_.

Judge of Probate

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JUDGE OF PROBATE

Rec. 450  
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