THE STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, and wife of the County and State aforesaid, in and for the consideration of one dollar (\$1.00) in hand paid by Shelby County the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction of a public road through our lands, in Shelby County, do hereby give, grant, bargain, sell and convey unto Shelby County, its successors or assigns, a Right-of-Way hereinafter described, over and across our said lands in Shelby County, Alabama, for a public road; which right-ofway shall be 50 feet in width on each side of the eenter of said road, as it is now located and staked out by the State Highway Department or as much of our lands as is required to make a 100 foot rightof-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit:

And as shown on the right of way map of Federal Aid Project No. 176 A (2), as recorded in the office of the Judge of Probate of Shelby County:

Beginning at station 862/07.2 of said Froject, the west property line; thence 177.2 ft. N 85 degrees 09'E; thence 1185.6 ft. northeasterly along a 3819.83 ft. radius curve, concave northwesterly to station 885/70, the point of ending at the east property line.

Said strip of land lying in the SW of SW of Section 18, Tn 24N, Rn 18 E and containing 3.1 acres, more or less, including area now used as right-of-way.

To have and to hold by Shelby County, or its assigns, for and in consideration of the benefit to our property by reason of the construction or improvement of said road, we hereby release the County aforesaid, and all of its employees and officers, and the State of Alabama and all of its employees and officers from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. All agreements covering the moving, relocating and/or changing of the buildings and/or structures located wholly or partially on the above described rightof-way shall be in writing and approved by the State Highway Department before same shall be valid and binding on the said State Highway Department.

In withess whereof, we have hereunto set our hands and seal this the 1st day of March, 1940.

M.N. Fancher

(SEAL)

Jonnie C. Fancher

(SEAL)

STATE OF ALABAMA SHELBY COUNTY

I, O. T. Gay, a Notary Public in and for said County, in said State hereby certify that M. N. Fancher whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 14 day of March, A. D. 1940.

O. T. Gay, Wotary Public

STATE OF ALABAMA SHELBY COUNTY

I, O. T. Gay, a Notary Public in and for said State and County, do hereby certify that on the 14 day of March, 1940, came before me the within named Johnnie C. Fancher, known to me to be the wife of the within M. N. Fancher who being examined separately and apart from the husband, touching her signat ture to the within conveyance, acknowledged that she signed the same of Her own free will and accord and without fear, constraint or threats on the part of her husband.

In witness whereof, I hereunto set my hand this the 14 day of March, 1940.

O. T. Gay, Nobary Public