

RIGHT OF WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA !

SHELBY COUNTY !

KNOW ALL MEN BY THESE PRESENTS; That we, the undersigned, J. H. Lee and wife, Martha B. Lee 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 or improvement 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 of way shall be 50 feet in width on southeast side of the center line 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 right of way across our lands, said right of way herein conveyed being more particularly described as follows, to-wit:

and as shown by 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 933/15 of said Project, the west property line; thence 185 ft. N 48 degrees 40' E to station 935/00, the point of ending at the east property line.

Said strip of land lying in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 17, Tn 24 N. Rn 12 E and containing 0.2 acres, more or less, including area now used as right-of-way.

State of Alabama to replace wall in front of house if necessary or changed.

To have and to hold by Shelby County, or its assigns, and 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, re-locating and/or changing of the buildings and/or structures located wholly or partially on the above described right of way shall be in writing and approved by the State Highway Department before same shall be void and binding on the said State Highway Department.

In witness whereof, we have hereunto set our hands and seal this the 11 day of March, 1940.

Witness: Louise Young, E. B. White

Martha B. Lee (Seal)

STATE OF NORTH CAROLINA !
CABANES COUNTY !

J. H. Lee (Seal)

I, E. B. White, a Notary Public in and for said County, in said State, hereby certify that J. H. Lee whose name he 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, executed the same voluntarily on the day the same bears date.

Given under my hand this 27 day of March, A. D. 1940.

E. B. White, Notary Public

STATE OF ALABAMA !
SHELBY COUNTY !

I, Sallie Hooker, a Notary Public in and for said State and County, do hereby certify that on the 11 day of March, 1940, came before me the within named Martha B. Lee, known to me to be the wife of James H. Lee who being examined separately and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of her husband.

In witness whereof, I hereunto set my hand this the 11 day of March, 1940.

Sallie Hooker, Notary Public

Filed in this office March 29, 1940 at 8 am and recorded in Deed Record 108 at page 176 and examined.

L. C. Walker, Judge of Probate