

EASEMENT FOR PUBLIC ROAD IMPROVEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Alta Carrol 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 improvement of a public road through our lands in Shelby County do hereby give and grant unto Shelby County its successors or assigns, the right and privilege to widen roadway, flatten slopes and otherwise improve a public highway across our lands, including future maintenance rights. Said strip of land over which an easement is granted shall be variable feet in width on the east side of the Birmingham-Montgomery Road on U. S. Route 31 as the same is now located and constructed and being more particularly described as follows, to-wit: and as shown by the right-of-way ^{map} of S. N. F. A. G. H. Project No. 99 (3) as recorded in the office of the Judge of Probate of Shelby County: Beginning at the intersection of the north property line with the existing right-of-way, being 50 ft. from the center line of present road at station 859/96 of said Project thence 10ft. east along said property line to a point 60 ft. east of the center line of said Project; thence 80 ft. southerly to a point on the existing east right-of-way line, being 50 ft. opposite and at right angles to the center line of Project at station 859/00; thence 82 ft. N. 18° 26' W along said right-of-way line to the point of beginning.

Said strip of land lies in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24, Tn 20 S, Rn 3 W and containing 0.02 of an acre, more or less.

This easement covers the right and privilege to grade slopes in order to provide sufficient sight distance inside of curve and the grantor hereby agrees not to construct any buildings or plant any shrubbry, trees, etc. on said land that would obstruct the view of traffic.

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.

In witness whereof we have hereunto set our hands and seal this the 11 day of Aug. 1941.

T. R1 Nash, Witness

Alta Carroll (Seal)
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T. M. X Carroll (Seal)
mark

State of Alabama)

Shelby County.)

I, Jno. P. Lee, a J. P. in and for said County, in said State, hereby certify that Alta Carrol & T. M. Carroll, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day that, being informed of the contents of of this conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this 11 day of Aug. 1941.

Jno. P. Lee, Justice of Peace.

State of Alabama)

Shelby County...)

I, Jno. P. Lee, a J. P. in and for said State and County, do hereby certify that on the 11 day of Aug. 1941 came before me the within named Alta Carroll known to me to be the wife of T. M. Carroll who being examined separately and apart from her husband touching her signature

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 the husband.

In Witness Whereof, I hereunto set my hand this the 11 day of Aug. 1941.

Jno. P. Lee, J. P.

Filed for record in this office the 9th day of September, 1941 at 8 AM and recorded in Deed Record #112 on page 163 and examined.

L. C. Walker, Judge of Probate

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no tax due