Cecil Johonson

(55)

3501

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cecil Johnson, a single man, 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-af-way hereinafter described, over and across our said lands in Shelby County, Alabama, for a public road; which right-of-way shall be 40 feet in width on east side of the center line of said road, as it is now located and staked out by Shelby County or as much of eur lands as is required to make a 80 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 SACP 414 as recorded in the office of the Judge of Probate of Shelby County:

Beginning at station 267 / 79.5 of said Project, the south property line; thence 298 ft. north-easterly along a 11459.19 ft. radius curve, concave southeasterly, to station 270 / 77.5, the north property line.

Said strip of land being 40 ft. wide on the southeast side of the centerline of said project. Said strip of land lying in the NW_{4}^{1} of SE_{4}^{1} of Section 35, Tn. 21 S, Rn. 3 W and containing 0.3 acres, more or less, including area occupied by the present road.

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, relocating 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 valid and binding on the said State Highway Department. 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 have hereunto set our hands and seal this the 18th day of March, 1946.

CECIL JOHNSON (SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, CECIL DUKE, NOTARY PUBLIC in and for said County, in said State hereby certify that CECIL JOHNSON 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, executed the same voluntarily on the day the same bears date.

Given under my hand this 18th day of March, A.D., 1946.

CECIL DUKE, NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, L. C. WALKER, Judge of Probate in and for said State and County, hereby certify that the within conveyance was filed in my office at 10 o'clock A.M., on the 9th day of April, 1946., and duly recorded in Deed Record 124, page 196.

Dated 3rd day of June, 1946.

L. C. WALKER, JUDGE OF PROBATE