

# RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA.

BOOK 155 PAGE 363

Shelby

County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, I. W. Johnson

\_\_\_\_\_ 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 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, Ala., for a public road; which right-of-way shall be 30 feet  
in width on South 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 30 foot right-of-way across our lands, said  
right-of-way herein conveyed being more particularly described as follows, to-wit:

Beginning at Station 91/97 of Project SACP 460-A (Spur) the West  
property line; thence South 89°57' East a distance 295.0' to the  
point of ending at Station 94/92 the East property line.  
Said strip of land being 30' wide on the right (South) side of  
centerline of said project lying in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Sec. 21 S,  
R 3 W, and contains 0.20 acre more or less including that part  
now 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 \_\_\_\_\_ 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 \_\_\_\_\_

25 day of SEPT 19 52

Witness:

I. W. Johnson (Seal)

M. R. Johnson (Seal)

## ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA.

Shelby

County

I, James L. Ray, Jr., a Notary Public in and for said County, in said State hereby certify that I. W. Johnson & Rebecca Johnson 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of Sept., A.D. 19 52

James L. Ray, Jr.  
Notary Public

(Official Title)

## ACKNOWLEDGMENT FOR WIFE

STATE OF ALABAMA.

Shelby

County

I, James L. Ray, Jr., a Notary Public in and for said State and County, do hereby certify that on 25th day of Sept., 19 52 came before me the within named Rebecca Johnson, known to me to be the wife of I. W. Johnson 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 and without fear, constraint or threats on the part of her husband.

In witness hereof, I hereunto set my hand this the 25th day of Sept., 19 52,

James L. Ray, Jr.  
Notary Public

(Official Title)

Filed in the office of the Probate Judge on the 26 day of Sept 1952 at 2 o'clock P M  
and recorded in Deed Book 155 Page 363 this 1 day of Oct 1952.  
Deed Tax — Mortgage Tax — has been paid.

L.C. Walker, Judge of Probate