

159

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA.

BOOK 2155 PAGE 551  
Columbian, Ala.

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, William Bell  
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 40 feet  
in width on West 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 40 foot right-of-way across our lands, said  
right-of-way herein conveyed being more particularly described as follows, to-wit:

Beginning at Station 220/05 of Project SACP 460-A; thence North 3°11'  
East a distance 34.0' to the point of ending at Station 220/93.  
Said strip of land being 40' wide on the left (West) side of centerline  
of said project, lying in the NE<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub>, Sec. 28, T 21 S, R 3 W, and  
contains 0.03 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 \_\_\_\_\_  
3 day of Oct. 19 52.  
Witness: \_\_\_\_\_  
\_\_\_\_\_ x William Bell. (Seal)  
\_\_\_\_\_ (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 William Bell 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 3 rd day of Oct. A.D. 19 52.

James L. Ray, Jr.  
Notary Public

(Official Title)

## ACKNOWLEDGMENT FOR WIFE

STATE OF ALABAMA.

County }

I,                                     , a                                      in and for said State and County, do hereby certify that on              day of                     , 19    , came before me the within named                                     , known to me to be the wife of                                      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                      day of                      19    ,

Filed in the office of the Probate Judge on the 9 day of Oct 19 52 at 8 o'clock A M  
and recorded in Deed Book 155 Page 55 this 14 day of Oct 19 52  
Deed Tax              Mortgage Tax              has been paid.

L.C. Walker, Judge of Probate