

772

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA.

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Evans Sellers 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 forty 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 forty foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit:

Beginning at Station 188.00 of Project SACP 459-A, the west property line; thence North 87°47' East a distance 146.0' to the point of ending at Station 189.46, the East property line.

Said strip of land being 40' wide on the right (South) side of said project lying in the SW 1/4 of NW 1/4, Sec 14, T21S, R2W and contains 0.13 acres, 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 4 day of Dec. 19 52.

Witness: Evans Sellers (Seal) Clara Sellers (Seal)

(Acknowledgments on Back)

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 Evans and Clara Sellers 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 4 day of Dec. 19 52.

James L. Ray, Jr. Notary Public (Official Title)

Filed in the office of the Probate Judge on the 5 day of Dec 19 52 at 9 o'clock AM and recorded in Deed Book 156 Page 544 this 10 day of Dec 19 52. Deed Tax Mortgage Tax has been paid. L.C. Walker, Judge of Probate

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