

RIGHT-OF-WAY DEED FOR PUBLIC ROAD (90)

STATE OF ALABAMA.

Shelby _____ County }

Luck & ~~Walker~~ *Gordon*KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, *Luck & Gordon*

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 _____ both _____ sides 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 _____ 80 _____ foot right-of-way across our lands, said
right-of-way herein conveyed being more particularly described as follows, to-wit:

As shown on the right-of-way map of Project S-396, as recorded in the office of the
Judge of Probate of Shelby County.

Beginning at Station 555/55 on Project S-396; thence northwesterly a distance
of 1700 feet to Station 572/55, the west property line.

Said strip of land being 80 feet wide, 40 feet on both sides of the center
line; lying in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10, T 18 S, R 1 E; and containing 3.12
acres, more or less.

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 _____ Lth
_____ day of _____ April _____ 19 _____ 53.

Witness:

Paul O. Luck _____ (Seal)
Harris M. Gordon _____ (Seal)
Ruth Gordon _____ (Seal)

(Acknowledgments on Back)

STATE OF ALABAMA, Y

SHELBY COUNTY Y

I, L. C. Walker, Judge of Probate, in and for said county, in
said state, hereby certify that Paul O. Luck and wife, Clarice W. Luck,
and Harris M. Gordon and wife, Ruth Gordon, 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 the 4 day of April 1953.

L. C. Walker
Judge of Probate

Filed in the office of the Probate Judge on the 6 day of April 19 53 at 8 o'clock
A. M. and recorded in Deed Book 159 Page 74 this 7 day of April 19 53.
Deed Tax _____ Mortgage Tax _____ has been paid. L.C. Walker, Judge of Probate.

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 con-