

# RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA.

Shelby County

BOOK 161 PAGE 31

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Shelby Iron Company

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 each 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 eighty foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit:

Parcel I. Beginning at Station 357/21 of Project SACP 459-A, the West property line; thence North  $74^{\circ}05'$  East a distance 511.7'; thence Northeasterly along a  $4^{\circ}$  curve to the right a distance 360.0'; thence North  $88^{\circ}24'$  East a distance 494.3' to the point of ending at Station 370/67, the East property line.

Said strip of land being 40' wide on each side of Centerline of said Project and is lying in the  $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ , Sec 20, T 21 S, R 1 W and contains 2.508 acres, more or less, including that part now occupied by the present road.

Parcel II. Beginning at Station 444/33 of <sup>5810</sup>Project, the West property line; thence Southeasterly along a  $6^{\circ}$  curve to the right a distance 748.6'; thence South  $31^{\circ}32'$  East a distance 1010.7'; thence Southeasterly along a  $4^{\circ}$  curve to the right a distance 170.7' to the point of ending at Station 463/63, the South property line.

Said strip of land being 40' wide on each side of Centerline of said Project and is lying in the  $SW\frac{1}{4}$  of  $NE\frac{1}{4}$  and  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$  of Sec 21, T 21 S, R 1 W and contains 3.544 acres, more or less.

Parcel III. Beginning at Station 572/50 of said project, the West property line, thence N  $87^{\circ}51'$  East a distance 12.0'; thence Southeasterly along a  $3^{\circ}$  curve to the right a distance 838.0' to the point of ending at Station 581/00.

Said strip of land being as follows: 40' wide on the left (North) side of Centerline of said project from Station 572/50 to Station 578/50; thence being 40' in width at Station 578/50 and diminishing to 0 at Station 581/00, this being a small triangular plot between the Centerline of the present road and the North 40' Right-of-Way line of said project. Said strip of land is lying in the  $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ , Sec 26, T 21 S, R 1 W and contains .665 acres, more or less, including that part now occupied by the present road.

Parcel IV. Beginning at Station 582/50 of said project, the West property line; thence South  $62^{\circ}24'$  East a distance 54' to the point of ending at Station 583/12, the East property line.

Said strip of land being 40' wide on each side of said Centerline and lying in the  $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ , Sec 26, T 21 S, R 1 W and contains .099 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 \_\_\_\_\_

27TH day of MAY, 1953.

Witness:

[Signature]

[Signature]  
R. V. MILES, JR.  
VICE PRESIDENT

(Seal)

(Seal)



County

I, \_\_\_\_\_, a \_\_\_\_\_ in and for said  
County, in said State hereby certify that \_\_\_\_\_  
whose name \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

(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 con-  
veyance, 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\_\_\_\_,

(Official Title)

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA.

County

I, Mary H. Wheatman, a Notary Public in and for said  
County, in said State, hereby certify that R. V. Miles, Jr.  
whose name as Vice President of the Skelly & Son  
Company, a corporation, 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 the  
conveyance, he, as such officer and with full authority, executed the same volun-  
tarily for and as the act of said corporation.

Given under my hand this 27 day of May, A.D. 1953

(Official Title)