

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA.

Shelby

County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City of Columbiana 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 see below feet in width on _____ 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 _____ foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit:

Beginning at Station 530+60 of Project SACP 459-A, the West property line, thence Northwesterly along a 1° curve to the right a distance of 87.6'; thence N 87° 52' E a distance 730.4' to the point of ending at Station 539+78, the Southeast property line.

Said strip of land being 40' wide on each side of Centerline and lying in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec 27, T 21 S, R 1 W and contains 1.685 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 26th day of JUNE 1953.

Witness: Attest

Lara Ogle
Town Clerk

Town of Columbiana, Alabama (Seal)

By Charles W. Wallace (Seal)

(Acknowledgments on Back)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA.

Shelby

County

at large

I, S. A. Lokey

a Notary Public / in and for said

County, in said State, hereby certify that Wales W. Wallace, Jr.

whose name as Mayor of the Town of Columbiana, Alabama 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 voluntarily for and as the act of said corporation.

Given under my hand this 26 day of June, A.D. 1953

S. A. Lokey
Notary Public
(Official Title)

Filed in the office of the Probate Judge on the 26 day of June 1953 at 2 o'clock P and recorded in Deed Book P 161 Page 88 this 3 day of July 1953.
Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate