

3634

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA.

SHELBY

County

BOOK 167 PAGE 235

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J. A. Hines and wife Myra D. Hines 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 100 feet in width on SOUTHEAST 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 100 foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit: and as shown by the right-of-way map of Project No. F.I. 99 (6), as recorded in the office of the Judge of Probate of Shelby County:

A strip of land 77 feet wide evenly off the northwest side of the north 20 feet of Lot 4, Block 1, of Cedar Groves Estates, the map or plat of which is recorded in the office of the Judge of Probate of Shelby County, making the right-of-way 100 feet wide on the southeast side of the center line of Project No. F.I. 99 (6) from Station 258+07 to Station 258+27 and containing 0.04 acres, more or less.

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 769

I hereby certify that no Deed Tax has been collected on this instrument.

L. C. Walker
Judge of Probate

"TAX EXEMPT"

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 3 day of Nov 1953.

Witness:

J. A. Hines (Seal)
Myra D. Hines (Seal)

(Acknowledgments on Back)

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA.

Shelby County

I, Cecil Duke, a Justice of Peace in and for said County, in said State hereby certify that J. A. Hines & Wife Myra D. Hines whose name Duke 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 3 day of Nov, A.D. 1953.

Cecil Duke
Justice of Peace
(Official Title)

Filed in the office of the Probate Judge on the 20 day of July 1954 at 8 O'clock P.M. and recorded in Deed Book 167 Page 235 this 20 day of July 1954.
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 ,