

1056

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA

BOOK 177 PAGE 57

Shelby

County

Judge of Probate

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Gulf States

Papar Corp.

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:

PARCEL I. (204)1-59C

Beginning at station 52/28 of Project ~~XXXXXX~~ the north property line; thence S 12°-09'E a distance of 1110.28 feet; thence southeasterly along a 2°-20' curve to the left a distance of 736.05 feet; thence S 29°-18'E a distance of 719.34 feet; thence southeasterly along a 2°-20' curve to the right a distance of 23.33 feet to the point of ending at station 78/18, the south property line.

Said strip of land being 40 feet wide on each side of centerline of said project in lying in the SW 1/4 of NW 1/4 and NW 1/4 of SW 1/4 of section 9 T 24 N R 15 E and contains 4.75 acres, more or less, including all that part now occupied by the present road.

PARCEL II

(204)1-59C

Beginning at station 105/60 of Project ~~XXXXXX~~ the north property line; thence Southwesterly along a 0°-30' curve to the left a distance 170.95 feet; thence 57°-52'W a distance of 3919.02 feet; thence southwesterly along a 1°-00' curve to the right a distance of 201.03 feet to the point of ending at station 148/57, the south property line

Said strip of land being 50 feet wide on each side centerline of said project from station 105/60 to station 106/00; thence 40 feet wide on each side centerline from station 106/00 to station 121/00; thence 55 feet wide on the left (east) side and 40 feet wide on the right (west) side from station 121/00 to station 121/50; thence 55' wide on the left (east) side and 60 feet wide on the right (west) side from station 121/50 to station 122/50; thence 40' wide on the left (east) side and 60 feet wide on the right (west) side from Station 122/50 to Station 123/50; thence 40 feet wide on each side of Centerline of said project from Station 122/50 to Station 148/57 and lying in the W 1/2 of NW 1/4 and W 1/2 of SW 1/4, Sec. 16, T 24 N, R 15 E and contains 8.02 acres, more or less, including all that part now occupied by the present road.

PARCEL III

(204)1-59C

Beginning at station 159/40 of Project ~~XXXXXX~~ the north property line; thence 515°-14'W a distance of 106.95 feet; thence southwesterly along a 4°-00' curve to the left a distance of 199.65 feet to the point of ending at station 162/46.6 the south property line.

Said strip of land being 40 feet on each side centerline of said project from station 159/40 to station 160/00; thence 50 feet wide on each side of centerline of said project from station 160/00 to station 162/46.6 and lying in the NE 1/4 of NE 1/4 section 20 T 24 N R 15 E and contains 0.67 acres, more or less, including all that part now occupied by the present road

To Have and To Hold by _____ 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 _____

25 day of November 1955

~~Witness~~

ATTEST:

BY

Secretary

(Acknowledgments on Back)

GULF STATES PAPER CORPORATION

BY

Executive Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA.

Tuscaloosa County

I, Isabel W. Andrews, a Notary Public in and for said County, in said State, hereby certify that J. H. Garner

whose name as Executive Vice President of the Gulf States Paper Corp. 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 25 day of November, A.D. 1955

Isabel W. Andrews

Notary Public
(Official Title)

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within 9 was filed for record the 20 day of Dec 1955 at 8 o'clock P. and recorded in Deed record 177 Page 57, and the Mortgage Tax of — Deed Tax of — has been paid.

L.C. Walker Judge of Probate