

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA.

Shelby County } 307

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ 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 51/20 of SACP 4244-A, the south property line thence N 37° 30' E a distance of 955' to the point of ending at Station 60/75, the east property line.

Said strip of land being 40' wide on east side of centerline of said project and lying in the SE 1/4 of NW 1/4, Sec. 16, T 19 S, R 1 W and contains 1.75 acre, more or less.

An easement of sufficient length and width is also granted to provide inlet and outlet ditches to properly dispose of drainage. In deep cuts and high fills where the top of the back slopes or the toe of the fill slopes respectively should exceed the right of way width as shown above, then an easement is hereby granted to allow this additional construction space.

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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

Witness: C. P. Canoe

Witness: F. B. King Jr.

Witness:

Mrs. S. J. Harris (Seal)

Mrs. Noah Still (Seal)

James D. P. Harris (Seal)

Chas. H. Harris (Seal)

Mrs. Clayton Harris (Seal)

(Seal)



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**STATE OF ALABAMA.**

**STATE OF ALABAMA.**

**Shelby County**

I, James L. Ray, Jr., a Notary Public in and for said County, in said State hereby certify that Mrs. S.J. Harris, Mr. & Mrs. Noah Isbell, James E. Bubbinh Harris, Harris whose names are signed to the foregoing conveyance, and who Mr. & Mrs. Clayton Harris 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 30 day of April, A.D. 1958

Notary Public  
(Official Title)

**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 conveyance, 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)

STATE OF ALABAMA.

County

I, \_\_\_\_\_, a \_\_\_\_\_ in and for said  
County, in said State, hereby certify that \_\_\_\_\_

whose name as \_\_\_\_\_ of the \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_

(Official Title)

STATE OF ALABAMA

S. J. Harris

to

County of \_\_\_\_\_, Ala.

RIGHT-OF-WAY FOR PUBLIC ROAD

STATE OF ALABAMA

County of Jefferson

I, J. M. McCallister

Judge of Probate in and for said State and

County, hereby certify that the within con-

veyance was filed in my office at 3

o'clock P M., on the 21 day of

Oct 19 58, and duly

recorded in Deed Record \_\_\_\_\_

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dated 23 day of Nov 19 58

Judge of Probate

Jefferson County, Ala.

1.41

STATE OF ALABAMA, SHELBY COUNTY  
I, L. O. Walker, Judge of Probate, hereby certify that the within Deed  
was filed for record the 21 day of Oct, 1958, at 3 o'clock P. M.  
and recorded in Deed Record 146 Page 273 and the Mortgage Tax of  
Deed Tax of \_\_\_\_\_ has been paid. L. O. Walker Judge of Probate