

STATE OF ALABAMA

SHELBY COUNTY

Joiner Road (*Columbiana Northwest to Joiner Settlement.*)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned property owners of the State and County 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 across or over our lands in Shelby County, Alabama, for a public road; which Right of Way shall be 40 feet in width on each side of Centerline of the constructed road where our property is open or to be 30 feet in width on one or each side of Centerline where houses or barns restrict the width to 30 feet. Said road to be constructed or improved is known as and described as follows, to-wit:

Beginning at a point immediately northwest of the Southern Depot in Columbiana, Alabama on what is known as the Joiner Road; thence northwesterly along said Joiner Road a distance of approximately 6.5 miles to the point of ending just northwest of what is known as the Jack Joiner home. This road shall be known as CPL-22.

It is understood that certain deviations are to be made from the alignment of the present road in order to construct a safer highway on a straighter alignment.

To have and to hold by Shelby County, or its assigns and for in consideration of the benefit to our properties by reason of the construction or improvement of said road, we hereby release the county aforesaid 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 we do hereby agree to move our fences to clear said Right of Way and will not construct fences, buildings or other obstructions on said Right of Way; we also agree to permit Shelby County through its employees to clear or bulldoze trees, undergrowth, old fences, etc. to a point just inside said Right of way and leave said trees, undergrowth, old fences, etc. at the points left by said bulldozing. We also agree to permit the construction of inlet and outlet ditches to properly care for drainage. The undersigned property owners represent every property owner on the above described road and certify that they have a legal right to grant right of way for a public road. In witness whereof, we have hereunto set our hands and seals on date shown by said seal.

Witness:

Property Owner:

Date

Have witnessed here 2 (Two)

Sign here

Mary Helen Robinson (Seal) 6/17/58

Mary Borden (Seal)

Freddie Kirkland (Seal)

BOOK 205 PAGE 81 (Seal)

FILED 2 OCTOBER 1959 (Seal)

(Seal)



KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned property owners of the State and County 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 across or over our lands in Shelby County, Alabama, for a public road; which Right of Way shall be 40 feet in width on each side of Centerline of the constructed road where our property is open or to be 30 feet in width on one or each side of Centerline where houses or barns restrict the width to 30 feet. Said road to be constructed or improved is known as and described as follows, to-wit:

Beginning at a point immediately northwest of the Southern Depot in Columbiana, Alabama on what is known as the Joiner Road; thence northwesterly along said Joiner Road a distance of approximately 6.5 miles to the point of ending just northwest of what is known as the Jack Joiner home. This road shall be known as CPL-22.

It is understood that certain deviations are to be made from the alignment of the present road in order to construct a safer highway on a straighter alignment.

To have and to hold by Shelby County, or its assigns and for in consideration of the benefit to our properties by reason of the construction or improvement of said road, we hereby release the county aforesaid 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 we do hereby agree to move our fences to clear said Right of way and will not construct fences, buildings or other obstructions on said Right of way; we also agree to permit Shelby County through its employees to clear or bulldoze trees, undergrowth, old fences, etc. to a point just inside said Right of way and leave said trees, undergrowth, old fences, etc. at the points left by said bulldozing. We also agree to permit the construction of inlet and outlet ditches to properly care for drainage. The undersigned property owners represent every property owner on the above described road and certify that they have a legal right to grant right of way for a public road.

In witness whereof, we have hereunto set our hands and seals on date shown by said seal.

Witness:

Property Owner:

Date

<i>[Signature]</i>	<i>J. J. Joiner</i>	<i>June 17, 58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Mrs. J. J. Joiner</i>	<i>6/17/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Mitchell Alexander</i>	<i>6/17/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Oltha W. Joiner</i>	<i>June 18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Mrs. Oltha Joiner</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Mr. C. M. Joiner</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Mrs. C. M. Joiner</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Rex Bullard</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>James C. Robinson</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>M. Lee</i>	<i>6/19/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Noma Smith</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Arnie Edmondson</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Henry Edmondson</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>Louise M. Neal</i>	<i>6/18/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>A. Baker</i>	<i>6/19/58</i>	(Seal)
<i>J. J. Joiner</i>	<i>H. M. Bullard</i>	<i>6/19/58</i>	(Seal)



Office of the Clerk W. W. Shaw 9/9/58 (Seal)  
Office of the Clerk Mary B. Shaw 9/9/58 (Seal)  
Office of the Clerk Major L. Davis 9/9/58 (Seal)  
Office of the Clerk + Felix Luoma 9/9/58 (Seal)  
Office of the Clerk Gen. Mc Miller 9/9/58 (Seal)  
Office of the Clerk Edith Drake 9/9/58 (Seal)  
Office of the Clerk A. M. Barker 9/9/58 (Seal)  
Office of the Clerk \_\_\_\_\_ (Seal)

STATE OF ALABAMA  
SHELBY COUNTY

ACT NO. 769

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

Conrad M. Fowler

Judge of Probate

FILED 2 OCTOBER 1959

"TAX EXEMPT"

BOOK 205 PAGE 83

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within \_\_\_\_\_  
 was filed for record the 2 day of Oct 19 59 at 8 o'clock P. M. and  
 recorded in Deed Record 205 at page 81 and the Mortgage Tax \_\_\_\_\_  
 Deed Tax \_\_\_\_\_ has been paid.

Conrad M. Fowler  
 Judge of Probate

STATE OF ALABAMA }  
 SHELBY COUNTY }  
 I, Conrad M. Fowler, Judge  
 certify that the within \_\_\_\_\_  
 filed in this office for record  
 of Oct 19 1959 and examined  
 and recorded in \_\_\_\_\_  
 page 81 and the Mortgage Tax of \_\_\_\_\_  
 and the Mortgage Tax of \_\_\_\_\_  
 Deed Tax of \$ \_\_\_\_\_  
 Fee \$ 1.95

*Handwritten initials*

*Handwritten notes and signatures*