

STATE OF ALABAMA

SHELBY COUNTY

1798

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 on U.S. 280 (State 91) at what is known as Day's Cross Roads and running in a southerly and southeasterly direction a distance of approximately 3.1 miles to the point of intersection with county Highway 55 near Prospect Church.

Shelby County agrees to replace concrete sidewalk and steps, also to construct the back slope as flat as practical and to replace the rock retaining wall in the ditch.

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.

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

Witness:

Property Owner:

Date

C. F. Lamos

Miss Mary Lee Buckner (Seal)

6-3-59 (Seal)

(Seal)

4/1/57

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 on U.S. 280 (State 91) at what is known as Day's Cross Roads and running in a southerly and southeasterly direction a distance of approximately 3.1 miles to the point of intersection with county Highway 55 near Prospect Church.

It is understood that the above new road location will have certain deviations from the location of the existing county road in order to secure proper alignment for the public safety.

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.

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

Witness:

Property Owner:

Date

_____	<u>B. L. Patrick</u>	<u>11-25-56</u> (Seal)
_____	<u>Mary A. Patrick</u>	<u>11-25-56</u> (Seal)
_____	<u>Winston Moore</u>	<u>2-8-57</u> (Seal)
_____	<u>Leola Moore</u>	<u>2-8-57</u> (Seal)
_____	<u>Bladen Henderson</u>	<u>2-9-57</u> (Seal)
_____	<u>L. T. Smith</u>	<u>2-9-57</u> (Seal)
_____	<u>L. E. Shaw</u>	(Seal) X
_____	<u>Mrs B. Holmes</u>	<u>2-9-57</u> (Seal) ✓
_____	<u>B. F. Holmes</u>	<u>2-9-57</u> (Seal) ✓
<u>Chester Payne</u>	<u>Mrs J. W. Guinn</u>	<u>2-9-57</u> (Seal) ✓
<u>Silvia "Odell"</u>	<u>J. W. Guinn</u>	<u>2-9-57</u> (Seal) ✓
_____	<u>Dollie Risco</u>	<u>2/9/57</u> (Seal)
<u>Mrs Butler</u>	<u>D. O. Champion</u>	<u>2-9-57</u> (Seal)
_____	<u>Mrs E. Champion</u>	<u>2-9-57</u> (Seal)
_____	<u>Mrs Robert Champion</u>	<u>2-9-57</u> (Seal)
_____	<u>Dudley McClinton</u>	<u>2-9-57</u> (Seal)
_____	<u>Carrie McClinton</u>	<u>2-9-57</u> (Seal)
_____	<u>Mrs Mae Butler</u>	<u>2-9-57</u> (Seal) ✓

FILED 19 JANUARY 1961

James H. Hamilton (Seal) 2-9-57 ✓
 Mrs. W. L. Kell 2/9/57 (Seal)
 W. B. SUGGS 2/11/57 (Seal)
 M. H. McLaughlin 2/11/57 (Seal)
 Frank See 2/11/57 (Seal)
 Douglas Reynolds 2/14/57 (Seal)
 C. M. Stinson 2/14/57 (Seal)
 C. E. Johnson 2/17/57 (Seal)
 D. L. Johnson 2/17/57 (Seal)
 O. C. Messer 2/17/57 (Seal)
 Mrs. O. C. Messer 2/18/57 (Seal)
 Mrs. Willie H. Huggins 2/18/57 (Seal)
 Mr. & Mrs. B. F. Huggins 2/18/57 (Seal)
 J. J. Stephens 2/18/57 (Seal)
 Mrs. M. M. Stephens 2/19/57 (Seal)
 L. C. Boy 2/19/57 (Seal)
 J. H. Egger 2/19/57 (Seal)
 Oliver B. Smith 2/19/57 (Seal)
 (Seal)

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within was filed for record in this office on the 19 day of Jan 1961 at 10 o'clock, and recorded in Book 213 at page 474 on the 24 day of Jan 1961. Mortgage Tax _____ Deed Tax _____ has been paid.

Conrad M. Fowler
 Judge of Probate