

1137

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA

Shelby County

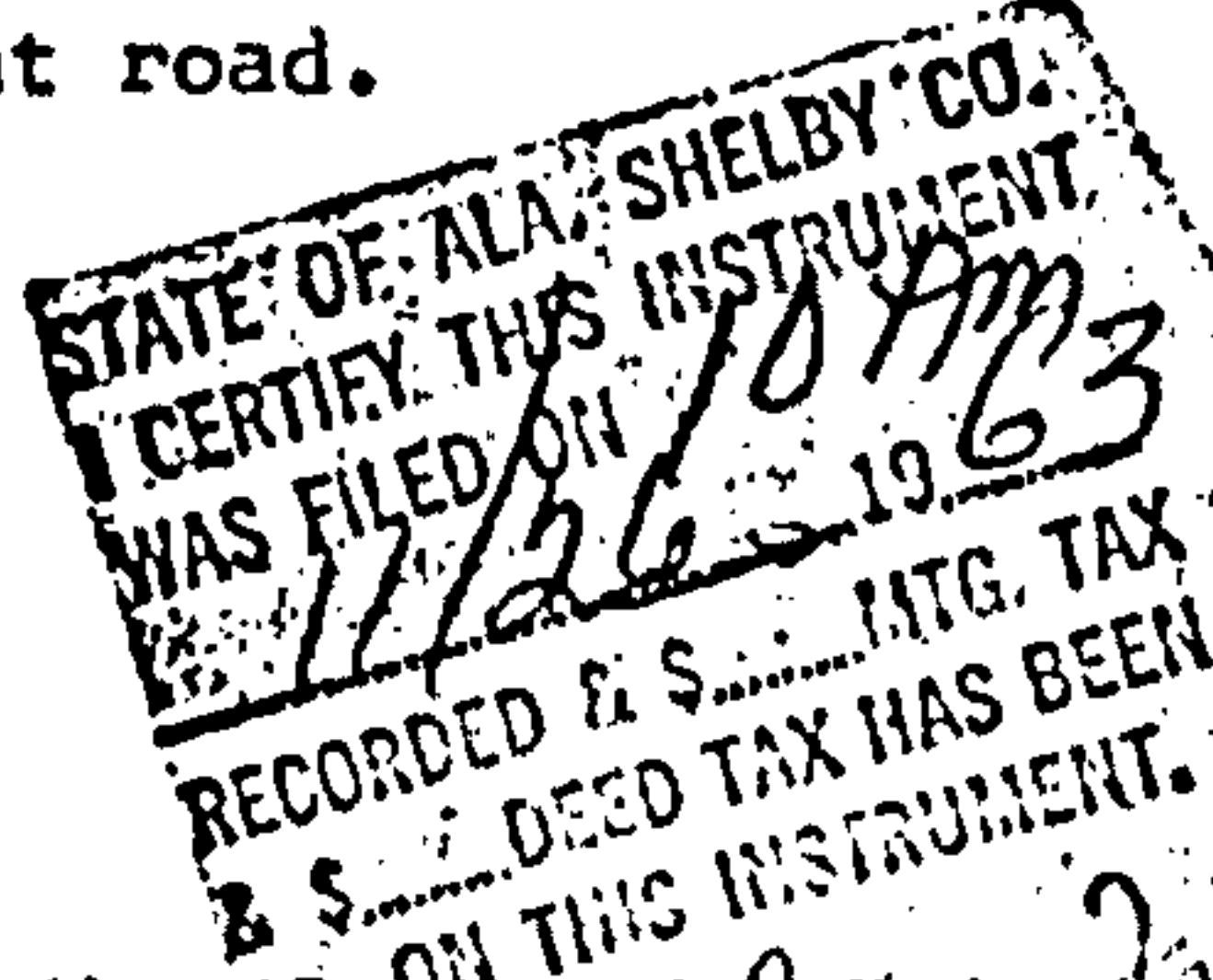
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

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, Alabama, for a public road; which right-of-way shall be _____ feet in width on _____ side of the center line of said road, as it is now located and staked out by the 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: And as shown on the right-of-way map of Project No. SACP as recorded in the office of the Judge of Probate of Shelby County. 4243-A

Parcel I. Commencing at a point on the centerline of Project SACP 4243-A at Station 190+60, being a point on the north right of way line of State Highway 25; thence in a westerly direction along the right of way line of said State Highway 25 a distance of approximately 57' to the point of beginning, being a point on the east property line of the Watson property; thence continue in an easterly direction along the State Highway 25 right of way a distance of 40' to a point of ending of the flare herein described; thence northeasterly along the flare right of way line a distance of 48' to a point on the east property line; thence southwesterly along the east property line a distance of 23' to the point of beginning. Said parcel of land is lying in the NW 1/4 of NW 1/4, Sec. 14, T 18 S, R 1 E and contains .01 acre, more or less, including that part now occupied by the present road.

Parcel II. Beginning at a point on the centerline of said project at Station 191+57, the north property line; thence S 44° 04' W along the centerline a distance of 128' to the point of ending at Station 192+85, the northwest property line. Said parcel of land being 30' wide on the right and ranging from 0' wide on the left to 30' wide at Station 192+85, also to include a flare beginning at a point approximately 33' southwest of Station 191+15, being a point of intersection of the right 30' right of way line with the south right of way line of State Highway 25; thence S 44° 04' W along the 30' right of way a distance of 95'; thence northwesterly a distance of 100' to a point on the south right of way line of State Highway 25; thence southeasterly along State Highway 25 right of way line a distance of 90' to the point of beginning. Said parcel of land is lying in the NW 1/4 of NW 1/4, Sec. 14, T 18 S, R 1 E and contains .22 acres, more or less, including that part now occupied by the present road.

Parcel III. Beginning at a point on the centerline of said project at Station 203+93, the east property line; thence S 88° 30' W along the centerline of said project a distance of 223.7' to the point of beginning of the curvature of centerline; thence southwesterly along the centerline along a 3° curve to the left a distance of 1231.3' to the point of ending at Station 218+48, the west property line. Said parcel of land being 40' wide on each side of centerline of said project and lying in the SE 1/4 of NE 1/4, Sec. 15, T 18 S, R 1 E and contains 2.67 acres, more or less, including that part now occupied by the present road.



To Have and To Hold by Shelby County, or its Assigns, and for and in consideration of the benefit to the 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 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 building 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 _____

Witness:

E. M. McDonald

R. P. Cannon

J. W. Watson (Seal)

Berlah Watson (Seal)

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