

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA

Shelby County

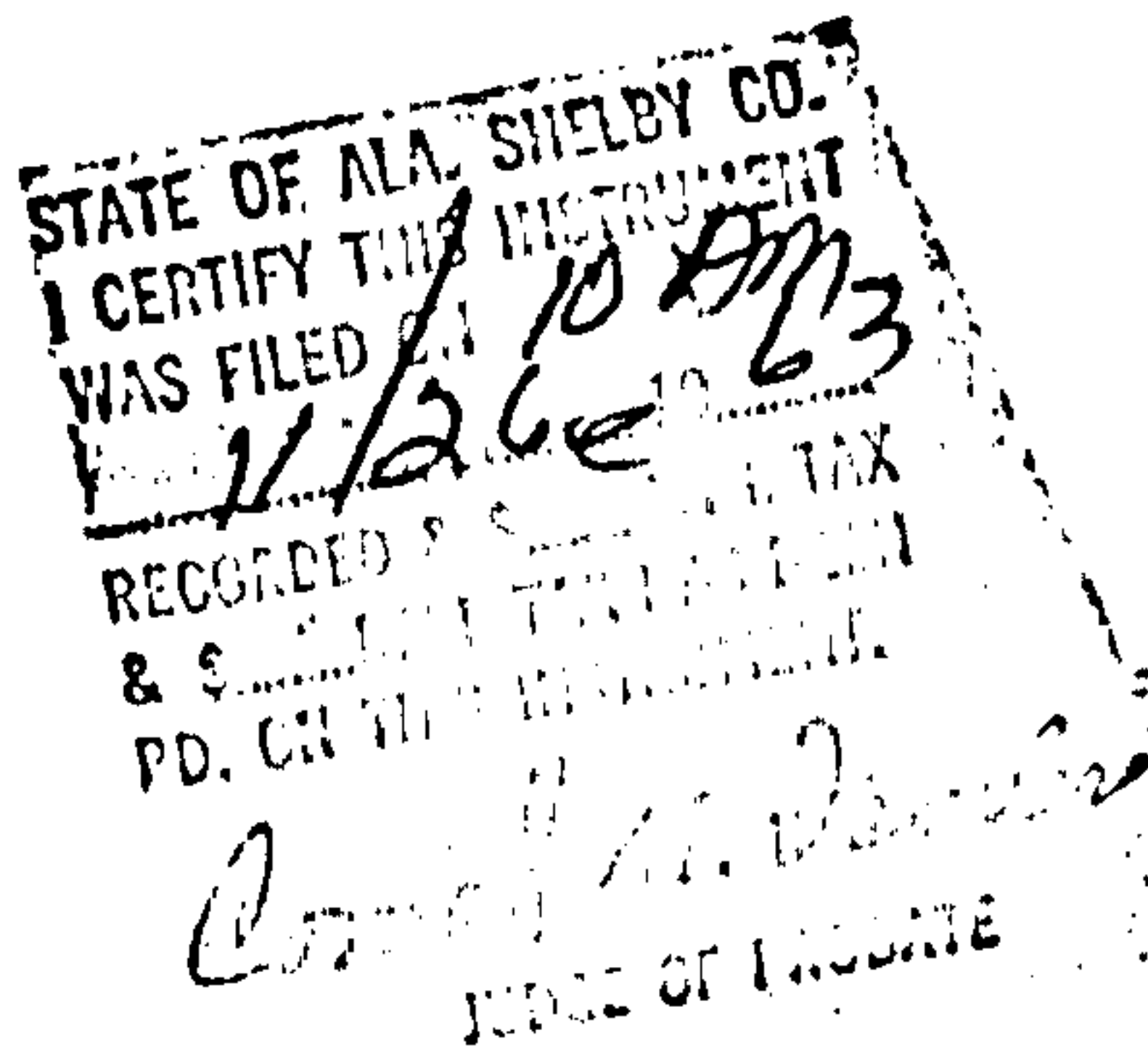
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

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

Beginning at a point 40' left (southeast) of Station 197+15 of Project SACP 4243-A, being a point on the north property line of the R. E. Wills property; thence west along the said north property line a distance of 290' to a point in the center of the existing dirt road; thence southwesterly along the centerline of said road a distance of 159' to the point on the west property line of the Wills property; thence south along the west property line a distance of 34' to a point on the left 40' right of way line of the said project, at Station 201+43; thence northeasterly along the left 40' right of way line of the said project along a 6° curve to the left a distance of 428' to the point of beginning.

Said parcel of land is lying in the SW 1/4 of NW 1/4, Sec. 14, T 18 S, R 1 E and contains .56 acre, 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 our 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:

C. P. Carroll
Lucius W. Byrnes

Roy E. Will (Seal)
Dorothy Will (Seal)

(Seal)

(Seal)

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