

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} 4243-A as recorded in the office of the Judge of Probate of Shelby County.

Parcel I.

Beginning at a point on the centerline of Project SACP 4243-A at Station 440+52, the north property line; thence East along the said north property line a distance of 52' to a point on the southeast 40' right of way line of said project; thence S 40° 44' W along the said 40' right of way line a distance of 74' to a point on the east property line of the Alabama Power Company; thence north along the Alabama Power Company property line a distance of 55' to the point of beginning.

Said parcel of land being in the SE 1/4 of NE 1/4, Sec. 31, T 18 S, R 1 E and contains .03 acres, more or less.

Parcel II.

Beginning at a point on the centerline of said project at Station 441+90, the east property line; thence S 40° 44' W along the centerline a distance of 1575' to the point of ending at Station 457+65, the south property line.

Said parcel of land being 40' wide on each side of centerline of said project and is lying in the SW 1/4 of NE 1/4, Sec. 31, T 18 S, R 1 E and contains 2.89 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 475+25, the north property line; thence S 40° 44' W along the centerline a distance of 210' to the point of ending at Station 477+35, the southwest property line.

Said parcel of land being 40' wide on each side of centerline of said project and is lying in the SE 1/4 of SW 1/4, Sec. 31, T 18 S, R 1 E and contains .39 acre, more or less, including that part now occupied by the present road.

Parcel IV

Beginning at a point on the centerline of said project at Station 478+35, the northeast property line; thence S 40° 44' W along the centerline a distance of 1450' to the point of ending at Station 492+85, the south property line.

Said parcel of land being 40' wide on each side of centerline of said project to Station 487+00; thence 40' wide on the left side and decreasing from 40' wide on the right to 0' wide at Station 491+00. Said parcel of land is lying in the SE 1/4 of SW 1/4, and SW 1/4 of SW 1/4, Sec. 31, T 18 S, R 1 E and contains 2.31 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 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 herunto set our hands and seal this the DEC 29 day of

Witness:

C. P. LawrenceAdelle L. Edmondson

J. A. Hale (Seal)
(Seal)