

1345  
STATE OF ALABAMA )

SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to LONGVIEW LIME CORPORATION, a corporation, (hereinafter sometimes referred to as Grantor), by SHELBY COUNTY, ALABAMA, (hereinafter sometimes referred to as Grantee), the receipt whereof is hereby acknowledged, the said Longview Lime Corporation, to the extent of its interest and subject to the reservations, exceptions, conditions, and restrictions hereinafter stated, does hereby grant unto the said Grantee a right of way for a public road over and across the following described real estate situated in Shelby County, Alabama, to wit:

Said parcel of land lies 20 feet on each side of the following described center line:

Commence at the northwest corner of Section 32, Township 21 South, Range 2 West; thence run Easterly along the North boundary of said Section 32 a distance of 513.4 feet to a point on the center line of Shelby County Project No. CP2-83; thence turn an angle of 62°19' to the right and run Southeasterly along said center line a distance of 22.6 feet to the point of beginning of the strip of land herein described; thence turn an angle of 117°41' to the right and run Westerly and parallel to the said North boundary of said Section 32 and the North boundary of Section 31 a distance of 833.4 feet, more or less, to a point; thence turn an angle of 64°23' to the right and run Northwesterly at 20 feet left of and parallel to the West boundary line of Shelby County Airport a distance of 1500 feet, more or less, to the point of ending at a point on the North boundary of the Southeast Quarter of the Southeast Quarter, Section 30, Township 21 South, Range 2 West. OK  
WH

Said strip of land lies in the Northwest Quarter of the Northwest Quarter of Section 32 and the Northeast Quarter of the Northeast Quarter of Section 31 and the Southeast Quarter of the Southeast Quarter of Section 30, all in Township 21 South, Range 2 West, Shelby County, Alabama, and contains 2.14 acres, more or less.

And the Grantor grants the Grantee such rights of ingress and egress to and from said land over adjoining lands of Grantor which may be necessary during the period of the first construction of said road.

TO HAVE AND TO HOLD Unto the said Grantee, its successors and assigns forever, subject, however, to the following reservations, exceptions, conditions, and restrictions:

(1) Title to the right of way herein granted shall revert to the Longview Lime Corporation, its successors and assigns, in the event of the abandonment of the use of said right of way for public road purposes during a continuous period of twelve months' time; (2) No electric power transmission lines, telephone lines, pipe lines, tramroads, or railroad tracks, operated by electricity or otherwise, or advertising signs of any kind, or buildings or



structures of any description other than those used in connection with construction and maintenance of the highway for which right of way is herein conveyed, shall be installed or maintained within the boundaries of the right of way herein granted without the written consent of the Longview Lime Corporation or its successors and/or assigns; (3) The Longview Lime Corporation, or its successors and/or assigns, shall have the right to install and maintain within the boundaries of the right of way herein granted, electric power transmission lines, telephone or telegraph lines at any point whatsoever, either at grade, above grade, or below grade, provided that the exercise of said right shall not interfere with the use of the public highway, right of way for which is herein granted. (4) Adequate drainage for the surface of the right of way herein granted, including borrow pits and excavations thereon, shall be provided for by Grantee, or its successors and/or assigns; (5) This instrument conveys only the privilege of use of the surface of the strip of land described and grants or conveys no other rights or title in the land described, the minerals and mining rights in said land being reserved by the Grantor; (6) Subject to all existing electric power transmission lines and other utility lines of any description of Grantor or others on said land and subject to all existing easements, rights of way, burdens and encroachments of any and all kinds, whether or not of record, affecting any part of said land.

IN WITNESS WHEREOF, Longview Lime Corporation, a corporation, has caused this instrument to be executed, and its corporate seal hereunto affixed, by its officers thereunto duly authorized, this the 12<sup>th</sup> day of November, 1965.

ATTEST:

Secretary

LONGVIEW LIME CORPORATION,  
a corporation,

By

President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, H. Louis McEniry, a Notary Public in and for said county in said state, hereby certify that W. R. Bond, whose name as President of Longview Lime Corporation, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office, this, the 12<sup>th</sup> day of November, 1965.

Notary Public

Notary Public, Jefferson County, Ala.  
My commission expires Jan. 17, 1968  
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALA. SHELLEY CO.

I CERTIFY THIS INSTRUMENT

WAS FILED ON

12/2/65

RECORDED & INDEXED

& \$1.00 FEE PAID

ON THIS RECORD

Com. N. McEniry

JUDGE OF PROBATE

BOOK 233 PAGE 233