

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of the sum of 100.00 Dollars cash in hand paid, receipt whereof H. S. Bristow, Sr. and Wife is hereby acknowledged, we (I), the undersigned grantor(s) Estelle Bristow have (has) this day bargained and sold and by these presents do hereby grant, bargain, sell, convey, transfer, and deliver unto the State of Alabama a permanent easement and right-of-way for the following purposes, to-wit: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Shelby, State of Alabama.

The easement and right-of-way hereby granted is more particularly located and described as follows, to-wit: and as shown on the right-of-way map of Project No. S-1360-A as recorded in the Office of the Judge of Probate of Shelby County:

An easement to a strip of land necessary for the construction and maintenance of a drainage ditch and being more fully described as follows: Commencing at the northeast corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 26, T-21-S, R-1-W; thence southerly along the east line of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, the east property line, a distance of 85 feet to the centerline of said easement and the point of beginning of the property herein to be conveyed; thence southwesterly along a curve to the right (concave northwesterly) having a radius of 370.45 feet, along the centerline of said easement, a distance of 110 feet, more or less, to Station 4+50; thence S 36° 03' 22" W along the centerline of said easement a distance of 40 feet, more or less, to the north bank of Town Creek and the point of ending.

Rd

Said strip of land making the right of way 20 feet wide on each side of the centerline of said easement from the point of beginning to the point of ending, lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 26, T-21-S, R-1-W and containing 0.16 acres, more or less.

To have and to hold the said easement and right-of-way unto the State of Alabama and unto its successors and assigns forever.

And the said grantor(s) hereby covenant(s) with the State of Alabama that we (I) are (am) lawfully seized and possessed of the afore-described tract or parcel of land; that we (I) have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the purchase price, above stated, we (I) hereby release the State of Alabama, its employees and officials, from all claims for damage, from whatsoever cause, present, or prospective, incidental, or consequential, to the exercise of any of the rights herein granted.

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 (I) have hereun to set our (my) hand(s) and seal(s) this the _____ day of _____, 19____.

John L. Bristow Jr. (LS)

John L. Bristow (LS)

____ (LS)

Witness -

W. H. Beag

ACKNOWLEDGMENT

STATE OF ALABAMA)

Shelby COUNTY)

I, W. H. Boggs, a Notary Public in and for said
County and State, hereby certify that H. S. Bristow, Sr.
Estelle Bristow, whose name(s) Are (are)(is)
signed to the foregoing conveyance easement and who are known to
me, acknowledged before me on this day that being informed of the contents of this conveyance,
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of May 1966.

W. H. Boggs
NOTARY PUBLIC

My Commission
Expires 5-12-68:

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY)

I, _____, a Notary Public in and for said _____
hereby certify that _____, whose name(s) as _____
_____ of the _____, a corporation, is signed to the fore-
going conveyance, and who is known to me, acknowledged before me on this day that, being informed
of the contents of the conveyance, he (they) as such official(s) and with full authority, executed the
same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____ 19____.

NOTARY PUBLIC

My Commission
Expires _____:

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to
STATE OF ALABAMA
WARRANTY DEED
EASEMENT

STATE OF ALABAMA
County of _____
I, _____
Judge of Probate in and for said State and
County, hereby certify that the within con-
veyance was filed in my office at _____ o'clock
_____ M., on the _____ day of _____ 19____
and duly recorded in Deed Record _____
page _____
Dated _____ day of _____ 19____

Judge of Probate

County, Ala.

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