

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

see below _____ 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 see below _____ 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. CP3-134 as recorded in the office of the Judge of Probate of Shelby County.

Parcel I. Begin at the northwest corner of the south half of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 35, T 20 S, R 3 W and run south along the west boundary line of said quarter quarter section a distance of 25' to a point on the centerline of County Project 3-134 at Station 13+54; thence continue south along the said boundary line a distance of 40' to a point on the south 40' right of way line of the said county project; thence N 89°40' E along said right of way line a distance of 538', more or less, to a point where the said south right of way line intersects the southwest boundary line of the Alabama Power Company right of way; thence northwesterly along the said Alabama Power Company right of way line a distance of 68', more or less, to a point on the north property line; thence west along said north property line a distance of 513' to the point of beginning.

Said parcel of land is lying in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 35, T 20 S, R 3 W and contains 0.76 acres, more or less.

Parcel II. Commence at the northwest corner of the south half of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 35, T 20 S, R 3 W and run east along the north property line a distance of 623' to the point where the said property line intersects the northwest right of way line of the Alabama Power Company right of way, which point shall be the point of beginning of the parcel of land herein described; thence continue east along said north property line a distance of 695' to a point where said north property line intersects the east property line; thence south along the east property line a distance of 84' to a point on the south 40' right of way line of said project 42' south of Station 26+76; thence northwesterly along said 40' right of way line along a 2° curve to the left (concave southerly with a radius of 2824.93') a distance of 399.1' to the point of tangency of said right of way line; thence S 89°40' W along said right of way line a distance of 275.2' to the point where said right of way line intersects the northeast right of way line of the Alabama Power Company right of way; thence northwesterly along said Power Company right of way line a distance of 67', more or less, to the point of beginning.

Said parcel of land is lying in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 35, T 20 S, R 3 W and contains 1.07 acres, more or less.

STATE OF ALA. SHELBY CO. DEED RECORDS
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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 20 day of Feb, 1948

Witness:

C. P. Carroll

Lucille L. Farris

(Seal)

W. M. Farris

(Seal)