

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 _____ 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 NCP1-140 as recorded in the office of the Judge of Probate of Shelby County.

Commence at the southeast corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 23, Township 24 North, Range 15 East and run N 9 $^{\circ}$ 59'E a distance of 1014.16 feet to a point on the centerline of Project CPl-140 at P.C. Station 38+56.7; thence run in a northwesterly direction along said centerline along a curve to the right (concave northeasterly) having a radius of 954.93 feet a distance of 223.3 feet to the point of beginning at Station 40+80 where centerline of said project intersects the east property line of said grantor; thence run south along said east property line a distance of 46 feet, more or less, to a point where said east property line intersects the southwest 40 foot right of way line of said project; thence run northwesterly along said southwest 40 foot right of way line along a curve to the right (concave northeasterly) having a radius of 994.93 feet a distance of 362.0 feet to a point 40 feet left of centerline at P.T. Station 44+08.4; thence run N 46 $^{\circ}$ 49'W along said southwest 40 foot right of way line a distance of 32.0 feet to a point where said southwest 40 foot right of way line intersects the west property line of said grantor; thence run northeasterly along said west property line and crossing centerline at Station 44+30 a distance of 83.0 feet, more or less, to a point where said west property line intersects the northeast 40 foot right of way line of said project; thence run S 46 $^{\circ}$ 49'E along said northeast 40 foot right of way line a distance of 13.0 feet to a point 40 feet right of P.T. Station 44+08.4; thence run southeasterly along said northeast 40 foot right of way line along a curve to the left (concave northeasterly) having a radius of 914.93 feet a distance of 294.0 feet to a point where said northeast 40 foot right of way line intersects the east property line of said grantor; thence run south along said east property line a distance of 46.0 feet, more or less, to the point of beginning.

Said parcel of land is lying in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 23, Township 24 North, Range 15 East and contains 0.65 acre, more or less, including that part now occupied by the present road.

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SHELBY COUNTY, ALA.

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 employers 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 23 day of

Nov, 19 68

Witness:

Billy L. Turner

[Signature] (Seal)

Flora Jones (Seal)

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