59900

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Shelby County, its successors and assigns, a right-of-way for public purposes, said right of way being fifty (50) feet in width or twenty-five (25) feet on each side of a center line located and described as follows, to-wit:

A 50 foot wide right of way located in the NE% of the SE% of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said ½-½ section; thence in a Northerly direction along the West line of said ½-½ section, a distance of 523.48 feet; thence 123° 58' right, in a Southeasterly direction, a distance of 1012.42 feet to the Northwesterly right of way line of U. S. Highway 31 South; thence 95° 42' 30" left, in a Northeasterly direction along said right of way, a distance of 390.83 feet to the point of beginning of herein described 50 foot wide right of way; thence continue along last described course, a distance of 50.0 feet; thence 90 degrees left, in a Northwesterly direction, a distance of 1039.90 feet; thence 90° left, in a Southwesterly direction, a distance of 50.0 feet; thence 90° left, in a Southeasterly direction, a distance of 1039.90 feet to the point of beginning.

lying and being in Shelby County, Alabama.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

In consideration of the benefit of the property of the undersigned by reason of the construction of said road, the undersigned hereby release Shelby County, the State of Alabama, and/or the United States of America, and/or any

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of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said mad; and the undersigned do hereby admit and acknowledge that said road if and when constructed will be a benefit to the property of the undersigned.

The undersigned covenant with said Shelby County that the undersigned are seized in fee simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances and the undersigned will warrant and defend the title to the aforegranted strip of ground and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this \_\_\_\_\_ day of November, 1969.

Van E. Belcher

Lille D. Belcher

Lilli D. Belcher

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that Van E. Belcher and wife, Lilli D. Belcher, whose names are signed to the foregoing conveyance, and who are known to mw, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

day of November, 1969

Notary Public

REC. BK. & PAGE AS SHOWN ABOVE JUDGE OF PROPATE

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