

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 particularity described as follows, to-wit: And as shown on the right-of-way map of Project N6P2-149 as recorded in the office of the Judge of Probate of Shelby County.

PARCEL III.

Commence at the southwest corner of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 14, T 21 S, R 2 W and run S 73° 52' E a distance of 91.8 feet to a point on the centerline of Project CP2-149 at P. C. Station 12+34.7; thence run northeasterly along said centerline along a 7° curve to the right a distance of 430.3 feet to the point of beginning on the east property line of the Leonard L. Joiner property at Station 16+65; thence run N 2° 58' E along said east property line a distance of 50 feet to a point on the northwest 40 foot right of way line; thence run northeasterly along the said right of way line along a curve to the right (concave southeasterly) and having a radius of 858.51 feet a distance of 297 feet to a point 40 feet left of P. T. Station 19+75.7; thence run N 74° 00' E along the said right of way line a distance of 231.1 feet to a point 40 feet left of P. C. Station 22+06.8; thence continue along said right of way line along a curve to the left (concave northwesterly) and having a radius of 532.96 feet a distance of 201 feet to a point on the north boundary line of the land herein described; thence run east along said boundary line and crossing the centerline at Station 24+70 a distance of 114 feet to a point on the southeast right of way line of said project; thence run southwesterly along said right of way line along a curve to the right (concave northwesterly) and having a radius of 612.96 feet a distance of 318 feet to a point 40 feet right of P. C. Station 22+06.8; thence run S 74° 00' W along said right of way line a distance of 231.1 feet to a point 40 feet right of P. T. Station 19+75.7; thence continue along said right of way line along a curve to the left (concave southeasterly) having a radius of 778.51 feet a distance of 327 feet to a point on the east boundary line of the Leonard L. Joiner property; thence run N 2° 58' E along the said east property line a distance of 50 feet to the point of beginning.

Said parcel of land is lying in the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 14, T 21 S, R 2 W and contains 1.46 acres, more or less.

STATE OF ALA. SHELBY CO  
IDENTIFY THIS  
INSTRUMENT WAS FILED  
1971 FEB - 2 PM 11:25  
U.C.C. FILE NUMBER OR  
REC. BK. & PAGE AS SHOWN ABOVE  
Clerk of Probate  
JUDGE OF PROBATE

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 \_\_\_\_\_ day of

Feb, 19 70

Witness:

\_\_\_\_\_

H. R. Mooney (Seal)

Iris D. Mooney (Seal)