

J. E. Gunn

66.36

1. Property Owner: B. E. & F. M. Gunn K-Art Printing, Calera, Ala.

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. CP2-111 as recorded in the office of the Judge of Probate of Shelby County.

Commence at the northeast corner of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Sec. 16, T 22 S, R 1 W and run south along the east boundary line of said quarter quarter section line a distance of 410 feet to a point on the centerline of Project CP1-145 at Station 189+94; thence run in a northwesterly direction along a 2° curve to the left (concave southwesterly) a distance of 500.0 feet to a point on said centerline at Station 184+94; thence run S 25° 34'W a distance of 10.0 feet to the point of beginning of Project CP2-111 at Station 0+63; thence continue along the centerline of said project a distance of 34 feet to the point of beginning being on the southwest 40 foot right of way line of Project CP1-145; thence run in a northwesterly direction along said right of way line along a curve to the left (concave southwesterly) and having a radius of 2824.79 feet a distance of 140 feet to the point of a flare; thence run in a southeasterly direction along the northwest boundary line of a flare a distance of 129 feet to a point on the northwest 40 foot right of way line of Project CP2-111; thence run S 25° 34'W along said right of way line a distance of 1195 feet to a point on the south boundary line of said quarter quarter section; thence run east along the said quarter quarter section line and crossing centerline at Station 13+79 and run a distance of 89 feet to a point on the southeast 40' right of way line of said project; thence run N 25° 34'E along said right of way line a distance of 1168 feet to the point of flare; thence run in a northeasterly direction along the southeast boundary line of flare a distance of 150 feet to a point on the southeast 40 foot right of way line of Project CP1-145; thence run in a northwesterly direction along said right of way line along a curve to the left (concave southwesterly) and having a radius of 2824.79 feet a distance of 140 feet to the point of beginning, excepting from the above description that parcel of land owned by the Louisville & Nashville Railroad Company which lies between Station 3+82 and Station 4+84 of said project.

Said parcel of land is lying in the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 16, T 22 S, R 1 W and contains 2.40 acres, more or less.

1972010500000480 1/1 \$ .00  
Shelby Cnty Judge of Probate, AL  
01/05/1972 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.  
CLERK  
INSURANCE WAS FILED  
1972 JAN -5 AM 7:57  
U.C.C. FILE NUMBER OR  
REC. NO. & PAGE AS SHOWN ABOVE  
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 \_\_\_\_\_, 19 \_\_\_\_\_

Witness:  
\_\_\_\_\_

Edward Gunn (Seal)  
Fred Gunn (Seal)

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