

6647

DEED NO. 12 PROPERTY OWNER: Mrs. Nathan Brasher

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 northwest corner of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 19, T 22 S, R 1 W and run east along the north boundary line of said quarter quarter section a distance of 560.0 feet to a point on the centerline of Project CP2-111; thence run S 33°15'E along said centerline a distance of 948.0 feet to a point at P. T. Station 224+89.0; thence run southeasterly along a 1°30' curve to the right a distance of 244.0 feet to the point of beginning at Station 222+55.0 in the center of present dirt road; thence run southeasterly along the center of said dirt road a distance of 149.0 feet to a point on the northeast 40' right of way line of said project; thence run southeasterly along said right of way line along a curve to the right (concave southwesterly) and having a radius of 3859.72 feet a distance of 130.0 feet to a point on the east boundary line of said quarter quarter section; thence run south along said east boundary line a distance of 49.0 feet to a point on the south boundary line of said quarter quarter section; thence run west along said south boundary line and crossing the centerline at Station 219+40 a distance of 68.0 feet to a point on the southwest 40' right of way line of said project; thence run northwesterly along said right of way line along a curve to the left (concave southwesterly) and having a radius of 3779.72 feet a distance of 428.0 feet to a point in the center of present dirt road; thence run southeasterly along center of said dirt road a distance of 151.0 feet to the point of beginning.

Said parcel of land is lying in the NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 19, T 22 S, R 1 W and contains 0.58 acre, more or less, including that part now occupied by the present dirt road.



19720105000000820 1/1 \$ .00  
Shelby Cnty Judge of Probate, AL  
01/05/1972 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.  
CERTIFY THIS  
INSTRUMENT WAS FILED  
1972 JAN -5 AM 8:00  
U.C.C. FILE NUMBER OR  
REC. BK. & PAGE AS SHOWN ABOVE  
Conceded by \_\_\_\_\_  
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 27 day of

Witness:

Billy E. Farmer

Nathan Brasher (Seal)

(Seal)