

RIGHT-OF-WAY DEED FOR PUBLIC ROAD



19751204000067900 1/3 \$ .00  
Shelby Cnty Judge of Probate, AL  
12/04/1975 12:00:00AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

TRACT NO. 32

KNOW ALL MEN BY THESE PRESENTS THAT for and in consid-  
eration of the sum of \$10,395.00 Dollars cash in hand paid, receipt whereof  
is hereby acknowledged, we (I), the undersigned grantor(s) W. M. Bowen and spouse, and Mrs. C. H. Wilson,  
Birmingham Trust National Bank as Executor of the Estate of Charles H. Wilson  
have (has) this day bargained and sold and by these presents do hereby grant,  
bargain, sell, convey, transfer, and deliver unto the State of Alabama a permanent  
easement and right-of-way for the following purposes, to-wit: The right to enter  
upon the hereinafter described land and grade, level, fill, drain, pave, build,  
maintain, repair, and rebuild a road or highway, together with such bridges, culverts,  
ramps, and cuts as may be necessary, on, over, and across the ground embraced  
within the boundaries of a tract or parcel of my (our) land situated in the County  
of Shelby, State of Alabama.

The easement and right-of-way hereby granted is more particularly  
located and described as follows, to-wit: and as shown on the right-of-  
way map of Project No. F-214(19), as recorded in the Office  
of the Judge of Probate of Shelby County, Alabama:

Commencing at the southwest corner of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ,  
Section 17, T-19-S, R-1-W; thence northerly along the west  
line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , a distance of 258 feet, more or  
less, to the north property line; thence easterly along  
said north property line, a distance of 781 feet, more or  
less, to a point that is 150 feet southwesterly of and at  
right angles to the centerline of Project No. F-214(19) and  
the point of beginning of the property herein to be conveyed;  
thence continuing easterly along said north property line  
(crossing the centerline of said project at approximate  
Station 339+39) a distance of 250 feet, more or less, to the  
present southwest right-of-way line of U. S. Highway No. 280;  
thence southeasterly along said present southwest right-of-  
way line, a distance of 450 feet, more or less, to the south  
property line; thence westerly along said south property  
line (crossing the centerline of said project at approximate  
Station 343+75) a distance of 352 feet, more or less, to a  
point that is 190 feet southwesterly of and at right angles  
to the centerline of said project; thence northeasterly along  
a curve to the left (concave southwesterly) having a radius  
of 5539.58 feet, parallel to the centerline of said project,  
a distance of 59 feet, more or less, to a point that is 190  
feet southwesterly of and at right angles to the centerline

BOOK 295 PAGE 772

of said project at Station 343+00; thence northeasterly along a straight line, a distance of 198 feet, more or less, to a point that is 150 feet southwesterly of and at right angles to the centerline of said project at Station 341+00; thence northwesterly along a curve to the left (concave southwesterly) having a radius of 5579.58 feet, parallel to the centerline of said project, a distance of 180 feet, more or less, to the point of beginning.

Said strip of land lying in the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 17, T-19-S, R-1-W and containing 2.97 acres, more or less.

*RIGHT OF WAY*

The within *DEED* is executed by Birmingham Trust National Bank solely in its capacity as *EXECUTOR* and under the powers and authority therein contained, to which reference is made for a description of said powers and authority. It is understood that Birmingham Trust National Bank in its individual or corporate capacity is not a party hereto and shall not be liable hereunder on any account whatsoever.

To have and to hold the said easement and right-of-way unto the State of Alabama and unto its successors and assigns forever.

And the said grantor(s) hereby covenant(s) with the State of Alabama that we (I) are (am) lawfully seized and possessed of the afore-described tract or parcel of land; that we (I) have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the purchase price, above stated, we (I) hereby release the State of Alabama, its employees and officials, from all claims for damage, from whatsoever cause, present, or prospective, incidental, or consequential, to the exercise of any of the rights herein granted.

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-or-way.

In witness whereof we (I) have hereun to set our (my) hand(s) and seal(s) this the 10 day of October, 19 75.

X Mr. M. Bowen (LS)

X Mrs. Dr. M. Bowen (LS)

X Mrs. Chas H. Wilson (LS)

Birmingham Trust National Bank as Executor of the Estate of Dr. Charles H. Wilson.

By: J Vance Davidson  
Trust Officer - Administration

The within is executed by Birmingham Trust National Bank solely in its capacity as and under the powers and authority therein contained, to which reference is made for a description of said powers and authority. It is understood that Birmingham Trust National Bank in its individual or corporate capacity is not a party hereto and shall not be liable hereunder on any account whatsoever.



19751204000067900 2/3 \$.00  
Shelby Cnty Judge of Probate, AL  
12/04/1975 12:00:00AM FILED/CERT

BOOK 295 PAGE 773

ACKNOWLEDGMENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that W. M. Bowen and spouse, and Mrs. C. H. Wilson,

signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance,

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23 day of Oct 1975.

[Signature]
NOTARY PUBLIC

My Commission Expires:

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY)



19751204000067900 3/3 \$.00
Shelby Cnty Judge of Probate, AL
12/04/1975 12:00:00AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1975 DEC -4 AM 9:37
EXEMPT
Cora J. [Signature]
JUDGE OF PROBATE

I, \_\_\_\_\_, a Notary Public in and for said County and said State,

hereby certify that \_\_\_\_\_, whose name(s) as \_\_\_\_\_

of the \_\_\_\_\_, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he (they) as such official(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

NOTARY PUBLIC

My Commission Expires:

Ralph Coleman
2121 Bldg

Bhanu 35203

STATE OF ALABAMA

WARRANTY DEED
EASEMENT

STATE OF ALABAMA

County of \_\_\_\_\_

I, \_\_\_\_\_

Judge of Probate in and for said State and

County, hereby certify that the within con-

veyance was filed in my office at \_\_\_\_\_ o'clock

\_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

and duly recorded in Deed Record \_\_\_\_\_

page \_\_\_\_\_.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

Judge of Probate

\_\_\_\_\_ County, Ala.

6.00

BOOK 295 PAGE 774

677