

7989
C. G. Shelton, III, STATE OF ALABAMA
HIGHWAY DEPARTMENT, BUREAU OF RIGHT
OF WAY, MONTGOMERY, ALABAMA. 36104

RIGHT-OF-WAY DEED FOR PUBLIC ROAD



19760824000081060 1/3 \$.00
Shelby Cnty Judge of Probate, AL
08/24/1976 12:00:00AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

TRACT NO. 7 Rev.

KNOW ALL MEN BY THESE PRESENTS THAT for and in consid-
eration of the sum of _____ Dollars cash in hand paid, receipt whereof
is hereby acknowledged, we (I), the undersigned grantor(s) _____
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 southeast corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$,
Section 5, T-19-S, R-1-W; thence westerly along the south
line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$, a distance of 642 feet, more or
less, to a point that is 150 feet northeasterly of and at
right angles to the centerline of Project No. F-214(19);
thence N 70° 26' 41" W, parallel to the centerline of said
project, a distance of 480 feet, more or less, to the south
line of the property herein to be conveyed and the point of
beginning; thence westerly along the south property line
(crossing the centerline of said project at approximate
Station 240+45) a distance of 175 feet, more or less, to
the present northeast right-of-way line of U. S. Highway
No. 280; thence northwesterly along said present northeast
right-of-way line, a distance of 150 feet, more or less,
to the north property line; thence easterly along said
north property line, (crossing the centerline of said project
at approximate Station 238+95), a distance of 175 feet, more
or less, to a point that is 150 feet northeasterly of and
at right angles to the centerline of said project; thence
S 70° 26' 41" E, parallel to the centerline of said project,
a distance of 150 feet, more or less, to the point of be-
ginning.

Said strip of land lying in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 5,
T-19-S, R-1-W and containing 0.61 acres, more or less.



19760824000081060 2/3 \$.00
Shelby Cnty Judge of Probate, AL
08/24/1976 12:00:00AM FILED/CERT

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-of-way.

In witness whereof we (I) have hereunto set our (my) hand(s) and
seal(s) this the 13 day of July, 19 76.

Louie B. Osborne (LS)

_____ (LS)

_____ (LS)

ACKNOWLEDGMENT

19760824000081060 3/3 \$.00
Shelby Cnty Judge of Probate, AL
08/24/1976 12:00:00AM FILED/CERT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Rebecca L. Bradley, a Notary Public in and for said
County and State, hereby certify that Louie B. Osborne, whose name(s) is (are)(is)
signed to the foregoing conveyance _____ and who _____ 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 13 day of July 1976.

Rebecca L. Bradley
NOTARY PUBLIC

My Commission
Expires 7/7/80:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 AUG 24 AM 8:32
EXEMPT
Connel M. Osbourne
JUDGE OF PROBATE

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY)

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 fore-
going 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 _____:

BOOK 300 PAGE 533

to

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.

05.4
00.1
05.5