

## RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)

SHELBY COUNTY)

TRACT NO. 43 REV.

KNOW ALL MEN BY THESE PRESENTS THAT for and in consid-  
eration of the sum of \$1,400.00 Dollars cash in hand paid, receipt whereof  
is hereby acknowledged, we (I), the undersigned grantor(s) E.J.M. INVESTMENT  
COMPANY, an Alabama General Partnership  
~~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~~ <sup>its</sup> ~~(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-248(17) as recorded in the Office of the Judge  
of Probate of Shelby County, Alabama:

Commencing at the southwest corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 28,  
T-19-S, R-2-E; thence easterly along the south line of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$   
a distance of 1,335 feet, more or less, to the present southwest right-  
of-way line of U.S. Highway No. 280; thence northwesterly along said  
present southwest right-of-way line a distance of 40 feet, more or less,  
to a point that is southwesterly of and at right angles to the center-  
line of Project No. F-248(17) at Station 1127+25 and the point of  
beginning of the property herein to be conveyed; thence northwesterly  
along a line (which if extended would intersect a point that is 40 feet  
southerly of and at right angles to the Traverse of a paved county  
road at Station 21+00) a distance of 98 feet, more or less, to the west  
property line; thence northerly along said west property line a distance  
of 14 feet, more or less, to the present south right-of-way line of said  
paved county road; thence easterly along said present south right-of-way  
line a distance of 31 feet, more or less, to the present southwest  
right-of-way line of said U.S. Highway 280; thence southeasterly along  
said present southwest right-of-way line a distance of 77 feet, more  
or less, to the point of beginning.

NO TAX COLLECTED

J. J. Ford, Pope et al

Said strip of land lying in the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 28,  
T-19-S, R-2-E and containing 0.03 acres, more or less.

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  
it is  
that ~~we (I) are (am)~~ lawfully seized and possessed of the afore-described tract or  
XXXXXXX  
parcel of land; that ~~we (I) have~~ <sup>it has</sup> a good and lawful right to sell and convey it; that  
XXXXXXX  
it is free from all encumbrances; and that ~~I (we)~~ <sup>it</sup> will warrant and forever defend  
XXXXX  
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,  
it  
above stated, ~~we (I)~~ <sup>it</sup> hereby release the State of Alabama, its employees and  
XXXXX  
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 22 day of OCTOBER, 19 82.

E.J.M. INVESTMENT COMPANY, an Alabama General  
Partnership

X By: Edward J. Marino (LS)  
Its: General Partner

X By: Anthony J. Marino (LS)  
Its: General Partner

\_\_\_\_\_  
(LS)

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STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Edward J. Marino and Anthony P. Marino, whose names as General Partners of EJM Investment Company, an Alabama General Partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed on the contents of this conveyance, they as such General Partners and with full authority, executed the same voluntarily for and as the act of said Partnership on the day the same bears date.

Given under my hand and official seal this 22nd day of October, 1982.

Wayne Lewis Neal  
Notary Public  
My Commission Expires:

[Notary must affix seal]

My Commission Expires October 17, 1984



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1982 NOV 19 AM 9:38

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE

NO TAX COLLECTED

Rec. 4.50  
Ind. 1.00  
5.50