

769
RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)

SHELBY COUNTY)

TRACT NO. 4, REV. NO. 2

KNOW ALL MEN BY THESE PRESENTS THAT for and in consid-
eration of the sum of Three Thousand Five Hundred and no/100-- (\$3,500.00)
Roy L. Martin and Sherwood Stamps
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. RS-5936(102) as recorded in the
Office of the Judge of Probate of Shelby County, Alabama:

An easement to a strip of land necessary for the
construction and maintenance of a drainage ditch and being
more fully described as follows: Commencing at the north-
west corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 36, T-19-S, R-3-W;
thence easterly along the north line of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$
a distance of 682 feet, more or less, to the southwest
property line; thence southeasterly along said southwest
property line a distance of 102 feet, more or less, to the
point of beginning of the property herein to be conveyed,
said point of beginning being on a line which extends from
a point that is 72 feet northwesterly of and at right angles
to the centerline of construction on Project No. RS-5936(102)
at Station 241+60 to a point that is 70 feet northwesterly of
and at right angles to said centerline of construction at
Station 241+90; thence northeasterly along said line a distance
of 20 feet, more or less, to said point that is 70 feet north-
westerly of and at right angles to said centerline of construction
at Station 241+90; thence southeasterly and at right angles to
said centerline of construction a distance of 32 feet, more or
less, to the present northwest right-of-way line of Alabama
Highway No. 261; thence southwesterly along said present north-
west right-of-way line a distance of 15 feet, more or less, to
the southwest property line; thence northwesterly along said
southwest property line a distance of 33 feet, more or less,
to the point of beginning.

Said strip of land lying in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section
36, T-19-S, R-3-W and containing 0.013 acre, more or less.

BOOK 345 PAGE 234

Harrison & Conwell

Also a temporary easement to a strip of land necessary for construction and being more fully described as follows: Beginning at a point that is 40 feet northwesterly of and at right angles to the centerline of construction on Project No. RS-5936(102) at Station 241+90; thence northeasterly along a line a distance of 50 feet, more or less, to a point that is 40 feet northwesterly of and at right angles to said centerline of construction at Station 242+40.79; thence N 56° 40' 24" E, parallel with said centerline of construction a distance of 136 feet, more or less, to the northeast property line; thence southeasterly along said northeast property line a distance of 12 feet, more or less, to the present northwest right-of-way line of Alabama Highway No. 261; thence southwesterly along said present northwest right-of-way line a distance of 185 feet, more or less, to a point that is northwesterly of and at right angles to said centerline of construction at Station 241+90; thence northwesterly along a line a distance of 1 foot, more or less, to the point of beginning.

Said strip of land lying in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 36, and the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 25, T-19-S, R-3-W and containing 0.036 acre, more or less.

It is expressly understood that all rights, title and interest to the above described easement shall revert to the grantor upon completion of said project.

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 _____ day of February, 19 83.

Roy L. Martin (LS)
Roy L. Martin

Sherwood Stamps (LS)
Sherwood Stamps

(LS)

BOOK 345 PAGE 236

768 JAN 24 1983

