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THIS INSTRUMENT PREPARED BY C. J. SHERLOCK, III, STATE OF ALABAMA HIGHWAY DEPARTMENT, BUREAU OF RIGHT OF WAY MONTGOMERY, ALABAMA 36130

## 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-
Three Thousand Five Hundred and no/100(\$3,500.00)
eration of the sum of Dollars cash in hand paid, receipt whereof
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,
tamps, 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 northwest corner of the NE% of NE%, Section 36, T-19-S, R-3-W; thence easterly along the north line of said NE% of NE% 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 northwesterly 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 northwest 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% of NE%, Section 36, T-19-S, R-3-W and containing 0.013 acre, more or less.

Harrison & Conwill

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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-ofway 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% of NE%, Section 36, and the SE% of SE%, 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 toto the O

,"我们还是我们的,我们就是我们的,我们就是我们的,我们就是我们的,我们就是我们的,我们就是我们的,我们就不会<del>都是一个人的。""我们的,我们就是我们的,我们就是</del>

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 of 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 defead the title and quiet possession thereto against the lawful claims of all persons

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	day of February , 19 83	• .	
,	( Son & Martin	(LS)	
	i —	(LS)	
	Sherwood Stamps	(LS)	

STATE	OF	ALAB	AMA)
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SHELBY	COUNTY)

I, the u Roy L. Martin County and State, hereby ce	ndersigned authority and Sherwood Stamps, ar rtify that	, a Notary Alabama Gene	Public in a ral Partne	and for said ership
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	on this day that being inform			•
executed the same voluntari	ly on the day the same bears	date, for and	as the ac	t of said
Given under n	ny hand and official seal this	the a day of	Pebruary	<u> 1983</u> .
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