

107

DEED FOR TEMPORARY EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

TRACT NO. 45-C REV.

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of the sum of 1,650 Dollars cash in hand paid, receipt whereof is hereby acknowledged, we (I), the undersigned grantor(s) Isaac A. Sanders & wife, Evelyn C. Sanders have (has) this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the State of Alabama a temporary 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 and build 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-248(17) as recorded in the Office of the Judge of Probate of Shelby County, Alabama:

TEMPORARY EASEMENT NO. 1: A temporary easement to a strip of land necessary for driveway construction and being more fully described as follows: Beginning at a point on the present northeast right-of-way line of U. S. Highway No. 280 that is northeasterly of and at right angles to the centerline of Project No. F-248(17) at Station 1159+30; thence northeasterly and at right angles to the centerline of said project a distance of 30 feet; thence turn an angle of 90 degrees to the right and run a distance of 30 feet; thence turn an angle of 90 degrees to the right and run a distance of 30 feet to the present northeast right of way line of said highway; thence northwesterly along said present northeast right-of-way line a distance of 30 feet to the point of beginning.

Said strip of land lying in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 34, T-19-S, R-2-E and containing 0.02 acres, 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.

Gulford & Pope

TEMPORARY EASEMENT NO. 2: A temporary easement to a strip of land necessary for driveway construction and being more fully described as follows: Beginning at a point on the present northeast right-of-way line of U. S. Highway No. 280 that is northeasterly of and at right angles to the centerline of Project No. F-248(17) at Station 1160+65; thence northeasterly and at right angles to the centerline of said project a distance of 30 feet; thence turn an angle of 90 degrees to the right and run a distance of 30 feet; thence turn an angle of 90 degrees to the right and run a distance of 30 feet to the present northeast right-of-way line of said highway, thence northwesterly along said present northeast right-of-way line a distance of 30 feet to the point of beginning.

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Said strip of land lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 34,
T-19-S, R-2-E and containing 0.02 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 for a period
of 3 years, or until the completion of Project No. F-248(17)
 whichever is later.

And the said grantor(s) hereby covenant(s) with the State of
Alabama that ~~we (X) are (can)~~ lawfully seized and possessed of the afore-
described tract or parcel of land; that we (X) have a good and lawful
right to convey it; that it is free from all encumbrances; and that X
(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 price above
stated, we (X) 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 con-
struction period of project for purpose of moving grantor's buildings
and/or structures from the above-described right of way.

In witness whereof we (X) have hereunto set our (X) hand(s)
and seal(s) this the _____ day of _____, 1982.

Isaac Albert Sanders (LS)
ISAAC A. SANDERS

Virginia Evelyn Channell Sanders (LS)
EVELYN C. SANDERS

(LS)

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ACKNOWLEDGMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for
said County and State, hereby certify that Isaac A. Sanders & wife, Evelyn
C. Sanders
whose name(s) (are(~~XX~~) signed to the foregoing conveyance Deed for
Temporary Easement 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 10th day of January, 1982.

Robert A. Cathey
NOTARY PUBLIC

My Commission
Expires _____ :

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

CORPORATE ACKNOWLEDGMENT

~~1983~~ APR -4 AM 10:49

Rec. 600
Ind. 100

700

STATE OF ALABAMA)

COUNTY)

Thomas A. Shouten, Jr.
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 _____:

07

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of

I

Age of Probate in and for said

State and County, hereby certify

that the within conveyance was

filed in my office at

o'clock M., on the

day of 19 , and

duly recorded in Deed Record

day of

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